

TonTrader Telegram Mini App Terms of Use

These TonTrader Telegram Mini App Terms of Use (the "**Term(s)**") govern your use of the services offered by Exynic Solutions Ltd. (the "**Company**") through our bot and the TonTrader Telegram Mini App online platform (together, the "**Platform**" or "**TonTrader Platform**"). In order for you to start using our App you will need to register with Telegram and accept the [Telegram Mini App Terms](#), [Telegram Terms of Service](#), [Telegram Privacy Policy](#).

Once you register on our App you will be able to start trading or participate in simulated trading, as applicable, in derivatives either using Crypto Assets or free Platform Points as applicable ("**CFDs**") through our Platform. When we refer to "you", "your" and "Client" we mean a registered user of the Platform. You will find additional definitions below for capitalized words which are used throughout these Terms.

All non-simulated trading with Crypto Assets must use only Crypto Assets for all Transactions and related activities set out herein. All trading or simulated trading, as applicable, with Platform Points must use only Platform Points for all Transactions and related activities set out herein.

If you decide to use the Platform and the Software, then the terms and conditions contained within these Terms (to the extent applicable) apply to you and by using the Software or the Platform you accept these Terms and agree to abide by the terms and conditions herein.

These Terms together with the terms of the TonTrader [Privacy Policy](#) and the [Risk Disclosure Notice](#) and any other agreements and notices, including without limitation any applicable Company's other notices or policies (together the "**Client Agreement(s)**") oblige you and constitute a legally binding contract between us. You accept the terms and conditions in the Client Agreement when you register as a user of the Platform.

Engaging in CFD trading and utilizing the Platform-which enables leveraged transactions in sophisticated financial instruments-entails substantial risk to your capital. Prior to entering into the Client Agreement or accessing the Platform, you should ensure that you have a comprehensive understanding of all associated risks and, where appropriate, seek professional advice regarding investments, finance, taxation, or related matters. Participation in CFD trading may not be appropriate for all individuals. A comprehensive description of the risks inherent in using the Platform is provided within these Terms and in the [Risk Disclosure Notice](#). However, these documents are not exhaustive and may not capture every possible risk.

TonTrader is an independent project that is not affiliated, associated, authorized, endorsed by, or in any way officially connected with the TON Foundation, The Open

Network Foundation, Telegram or any of their affiliates. Any reference to “Ton” in the name TonTrader is not intended to create, and shall not be construed as creating, any association or connection with the TON Foundation, The Open Network Foundation, Telegram or any of their affiliates.

Subject to you fulfilling your obligations under the Client Agreement we may enter into Transactions with you in CFDs on single securities, currencies indices, baskets of securities, commodities, base and precious metals, and Crypto Assets. We will enter into all Transactions covered by the Client Agreement as principal and not as your agent. We will treat you as our Client and you hereby agree to enter into the Client Agreement for all Transactions solely as principal and not as agent for any other person.

You must read the Client Agreements carefully and any other document that we have supplied to you. We reserve the right to amend and change these Terms from time to time for any reason, including without limitation in response to a change in legal or regulatory landscape or specific requirements or a change in any internal policy. You will be notified of changes to the Terms through an electronic notification message on the Platform or through other channels chosen by the Company in its sole discretion. After such notification, you are free to accept the changes and continue using the Platform or reject them and discontinue your use of the Platform. If you reject the any of the changes, we will terminate the Client Agreements in accordance with Section 19.7. Your continued use of the Platform will constitute acceptance of all the changes. Any change to the Terms shall apply to all of your Positions and Orders from the time specified in our notification message. We reserve the right to change the Account Opening Form at any time.

These Terms are our standard terms which we intend to rely on to govern our relationship with you. It is highly important that you read the Terms carefully before agreeing to them.

DEFINITIONS

Under this Terms, the following Definitions shall have the following meaning:

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| "Account" | - Your online account used to trade, to participate in simulated trading, or to use other services on the Platform. |
| "Account Credentials" | - A distinct login credentials, consisting of a username and a password, that grant you access to the Platform. |
| "Alert Messages" | - Any messages automatically generated by the computer system and sent to a Client via Push notifications, Telegram, SMS, email, or other communication channels on the Platform upon the occurrence of a specific event. These may include, but are not limited to, alerts regarding |

exceeded margin thresholds, activation of instrument price limits, or alerts regarding announcements.

- "Applicable Law"** - Means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, federal, state or local governmental authority applicable to these Terms, any of the Parties, the Platform and your use of the Platform, including without limitation in relation to anti-money laundering, countering the financing of terrorism, Digital Assets, payments, sanctions, export controls, privacy, data protection, tax, securities, financial services, civil or criminal matters.
- "Authorized Person"** - You or any of your employees, officers, directors, partners, or principals.
- "Buy"** - A Transaction that is opened by offering to purchase a designated quantity of a particular Instrument, and which may be referred to as a "long" or "long position" in our interactions or dealings with you.
- "CFD" (contract for difference)** - A contract that you enter into with us, for the Price Difference between the value of an Instrument as specified on the Platform at the time of opening a Transaction, and the value of such Instrument at the time of closing the Transaction; or any other similar product.
- "Clearly Obvious Error"** - Any error that we reasonably believe to be clearly evident, obvious or manifest, including, among others, offers to execute Transactions for exaggerated volumes of Instrument or at clearly obviously incorrect market price quotes or prices at a clear and obvious loss.
- "Content"** - Any information, including without limitation Financial data and prices, which has been made available to you on the Platform or provided by us in any other format or through any other method.
- "Crypto Asset(s)"** - A digital representation of value or rights that may be transferred and stored electronically, using blockchain, any other distributed ledger or similar technology, including without limitation, but not limited to, cryptographic tokens, crypto assets, cryptocurrencies, stablecoins, and any other digital asset.
- "Equity"** - The Crypto Assets, or Platform Points in case of simulated trading, which appear on the Client's Account balance with

us and value of open Positions, which is calculated by the sum of profit and loss of all open Positions.

"Event Default"	of	- Any of the events set forth in Section 19.4.
"Exchange"		- Clearing houses, Securities or Futures Exchanges, self-regulatory organizations, multilateral trading facilities (MTFs) or alternative trading systems for Instrument.
"Expiry Date"		- The date and time determined by the Company and indicated on the Platform with regards to a certain Instrument at which any open Transaction for such Instrument will automatically expire.
"Financial Data"		- Any financial or market data, price quotations, news, analyst insights, research reports, charts, graphs or any other information accessible through the Platform.
"Funding Rate"		- An amount either added or subtracted from your Account, as applicable, based on the rate set forth on the Platform from time to time and depending on the position type, for any Transaction that is open, every eight (8) hours as specified within the Platform.
"Futures Contract"		- A futures contract represents an agreement between two parties to buy and sell a specific asset in a defined quantity at a set price on a future date. However, on our Platform, all transactions involve CFDs, which are settled in Crypto Assets. The pricing for the 'Buy' and 'Sell' rates of CFDs on our platform is based on the value of the corresponding futures contract.
"Guaranteed Stop"		- A stop order that ensures the closure of an open Position at a predetermined price level set by you, without being affected by price slippage.
"Initial Margin"		- The minimum amount of Crypto Asset, or Platform Points in case of simulated trading, that must be available in your Account in to initiate a Transaction, as specified on the Platform from time to time for each specific Instrument.
"Instrument"		- Any stocks, shares, Crypto Assets, commodities, indices, base or precious metals, Exchange rates, or other financial Instrument, that serve as the underlying Instrument of the CFD offered through the Platform.

"Intellectual Property Rights"	<ul style="list-style-type: none"> - All intellectual property rights and include but are not limited to all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to the following: (i) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, patents and patent applications, and any divisional, continuation, continuation in part, extension, reissue, renewal or re-examination of patent issuing therefrom (including any foreign counterparts); (ii) any work of authorship, regardless of copyrightability, copyrightable works (including moral rights); (iii) mask works and integrated circuit layouts and applications and registrations thereof; (iv) computer code and software, including any and all software implementations of algorithms, models, methodologies, artwork and designs, whether in source code or object code; (v) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (vi) designs and any applications and registrations thereof; (vii) all trade secrets, confidential information and business information; (viii) trademarks, service marks, trade names, certification marks, collective marks, logos, brand names, business names, domain names, company and corporate names, trade names, trade styles and trade dress, get-up, and other designations of source or origin and all and applications and registrations thereof; (ix) all documentation and guides, including user manuals and training materials relating to any of the foregoing and descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (x) all other proprietary rights, industrial rights and any other similar rights, and all rights or forms of protection analogous to any of the above anywhere in the world.
"Maintenance Margin"	<ul style="list-style-type: none"> - The minimum amount of Crypto Asset, or Platform Points in case of simulated trading, required in your Account as specified on the Platform in order to keep a Transaction open on the Platform.
"Margin"	<ul style="list-style-type: none"> - Maintenance Margin and Initial Margin collectively.
"Margin Call"	<ul style="list-style-type: none"> - The closure of one or more of your open Position(s) when your Account's Equity reaches 50% of minimum required margin.
"Margin Alert"	<ul style="list-style-type: none"> - An enquiry by us as to whether you wish to increase the amount of Crypto Asset, or Platform Points in case of

simulated trading, in your Account to satisfy our Margin requirements.

"Negative Balance Protection"	- The limit of a Client's aggregate liability to the amount available in the Account's balance.
"Net Profit and Loss"	- The profit and loss for all open or closed Positions after deducting any Funding Rate fees and other applicable fees, commissions and adjustments.
"Option/Option CFD"	- Any option, which forms the underlying instrument of the CFDs offered through the Platform.
"Order"	- Stop Loss or Take Profit Order.
"PEP"	- Politically exposed person, as defined under the applicable laws and regulations.
"Pip"	- The minimum possible price change of an Instrument on the Platform.
"Platform"	- The Company's trading and simulated trading platform facility, alongside any other applicable any other programs, tools, services, any other Software, upgrades, and updates if any, and any underlying code
"Platform Abuse"	- The collective term for prohibited trading activities such as the acts referred to in Section 24.1.3. to 24.1.6 of this Terms.
"Platform Points"	- DOLLR in-platform points, or any other type of in-platform points to be offered or supported on the Platform.
"Position"	- Your position in relation to any CFD currently open on your Account.
"Price Difference"	- The price difference between the opening and the closing of a Transaction, plus or minus the Funding Rate, as applicable.
"Registration Data"	- Certain personal and financial information that you are required to provide in order to download and use the Platform including Account Credentials, such information can include a copy of your passport, driving license or Photo identity card.
"Restricted Territories"	- Means -

- (1) Afghanistan, Algeria, Angola, Australia, Austria, Bangladesh, Belgium, Bolivia, Burkina Faso, Burundi, Cambodia, Canada, China, Congo – Brazzaville (Republic of the Congo), Congo – Kinshasa (Democratic Republic of the Congo), Côte d'Ivoire, Crimea, Cuba, Donetsk region, Egypt, France, Gabon, Gaza Strip, Germany, Ghana, Haiti, Hong Kong (SAR), Iran, Iraq, Israel, Italy, Japan, Kherson region, Kuwait, Lao People's Democratic Republic, Lebanon, Lesotho, Libya, Luhansk region, Mali, Morocco, Mozambique, Myanmar (Burma), Nepal, Netherlands, Niger, North Korea (DPRK), North Macedonia, Qatar, Rwanda, Saudi Arabia, Senegal, Sierra Leone, Somalia, South Korea (ROK), South Sudan, Spain, Sudan, Syria, Tanzania, Tunisia, Ukraine – Zaporizhzhia region, United Kingdom, United States of America (and any of its territories), Vanuatu, Venezuela, West Bank, Zimbabwe;
- (2) any jurisdiction which prohibits the Platform services, Digital Assets, derivatives, CFD's, or the use of the Platform services or receipt of the Platform services, or related activity; or
- (3) any other jurisdiction that is the subject of country wide or territory wide sanctions, embargoes, or other restrictive measures administered or enforced by any country, state or government or intergovernmental organization, including without limitation by the United Nations Security Council, US Department of Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry and Security, United Kingdom HM Treasury's Office of Financial Sanctions Implementation, Saint Lucia or the European Union.

"Restricted Persons"

- Any individual or entity that is not permitted to use or access the Platform services, and shall include any person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state, or any other incorporated or unincorporated body or association, association or partnership (whether or not having a separate legal entity) that is (a) established or lawfully existing under the laws of or is a citizen, national, resident (tax or otherwise) of any of the Restricted Territories, or (b) is listed on any of the sanctions, embargoes, designated or blocked or debarred persons lists issued by any state, authority or international body, including without limitation the United Nations Security Council, US Department of

Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry and Security, United Kingdom HM Treasury's Office of Financial Sanctions Implementation, Saint Vincent and the Grenadines or the European Union.

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| "Rollover" | - Situation where an Instrument is subject to expiry and automatically rolls over the expiry to the next chronological expiry date. |
| "Scalping" | - A situation where a significant portion of the Client's Positions are opened and closed by him, her or it within one minute. |
| "Sell" | - A Transaction that is opened by offering to Sell a specific number of a certain Instrument, and may also in our dealings with you, be referred to as a "short" or "short position". In case of simulated trading with Platform Points, this term should have a similar meaning within the simulated trading environment. |
| "Software or Platform Software" | - The software provided by us which you will need to download or use in order to use the Platform. |
| "Spread" | - The Spread is the difference between the Bid (i.e., Buy) and Ask/Offer (i.e., Sell) price of an Instrument. Spreads may vary depending on market conditions. Company's Instruments may be offered with spread which is dynamic and is constantly adjusted during the period of a Position being open. |
| "Stop-loss" | - An offer to close a Transaction at a pre-specified price set by you which, with respect to a Sell is higher than the opening Transaction price, and with respect to a Buy is lower than the opening Transaction price. |
| "Strike Price" | - A set predetermined price that reflects the "Bid" and "Ask" prices of the Option CFD based on the difference between the Strike Price and the underlying Instrument's "Bid" and "Ask" prices. The Strike Price does not factor into the calculation of your Profit or Loss. |
| "Take-profit" | - An offer to close a Transaction at a pre-specified price set by you which, with respect to a Sell is lower than the opening Transaction price, and with respect to a Buy is higher than the opening Transaction price. |

"Third Party Software"	- Software provided by third parties embedded or used in the Platform.
"TonTrader Privacy Policy"	- Our privacy policy, as may be changed from time to time, which can be found at this link .
"Trading Hours"	- The hours of trading or simulated trading as set forth on the Platform for a particular Instrument.
"Trailing Stop"	- A type of stop-loss order uses to manage risks. If the value of a position improves (if the price rises, for example) the level of the stop will also move in line with it.
"Transaction"	- The opening or closing of an offer to either Buy or Sell a CFD for an Instrument on the Platform, whether by the Client or by the Company, in accordance with the terms of the Client Agreement.
"Unit Amount"	- The number or quantity of the underlying security included in one CFD.

1. ELIGIBILITY AND USE OF THE PLATFORM

1.1. By accessing, using or interacting with our Platform, you represent and warrant that:

1.1.1. You are at least 18 years of age and of the age of majority in your country of residence, legally capable of entering into a binding contract, and you are not aware of any legal, regulatory, commercial, contractual or other restriction which prevents you from using the Platform in accordance with these Terms.

1.1.2. As an individual, legal person, or other organization, you have full legal capacity and sufficient authorisations to enter into these Terms.

1.1.3. You have not been suspended or removed from using the Platform.

1.1.4. Your use of the Platform will not violate any laws or regulations applicable to you, to the Company or to the Platform, including, but not limited to, laws or regulations related to financial crime, anti-money laundering, anti-corruption, antifraud, combating the financing of terrorism, Crypto Assets, financial instruments, financial services, derivatives (including, without limitation, CFDs), payments, data protection, privacy, sanctions and trade control regulations or tax, or any other Applicable Laws.

1.1.5. All information and details that you submit to us during the

registration process, and thereafter are true, current, complete and not misleading.

- 1.1.6. Your Crypto Assets come from legitimate sources and do not originate from illegal activities.
- 1.1.7. You are not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.
- 1.1.8. You are not a Restricted Person or a citizen, national, resident (tax or otherwise) of the Restricted Territories.
- 1.2. Without derogating from the above, we reserve the right to suspend or refuse access to or the use of the Platform, fully or partially, to anyone.

2. RISK WARNING

- 2.1. CFDs may not be suitable for all users. The Company deems this product appropriate solely for retail clients who meet the following criteria:
 - 2.1.1. Possess adequate knowledge or experience in relevant markets.
 - 2.1.2. Can sustain a total loss of all Crypto Assets or Platform Points allocated to trading.
 - 2.1.3. Maintain a high-risk tolerance profile.
 - 2.1.4. Intend to use the product for purposes including, but not limited to short-term speculation, portfolio diversification, or hedging against underlying asset exposure.
- 2.2. The market value of financial Instruments underlying CFD Positions may fluctuate significantly. You must fully assess the risks of CFD trading (and related products) and obtain professional advice as necessary. CFDs involve substantially greater risk than traditional Crypto Asset or equity trading and may not align with your financial circumstances.
- 2.3. CFDs do not confer ownership rights to the underlying Instrument. Transactions represent notional value only, meaning you acquire no direct interest in, or entitlement to, the underlying asset (e.g., shares, commodities, or Crypto Assets).
- 2.4. We provide no advisory services regarding Transactions, portfolio composition, or trading strategies. This includes, without limitation, no recommendations on:
 - 2.4.1. The merits of specific investments or Transactions.
 - 2.4.2. Tax implications.

- 2.4.3. Account management practices.
- 2.5. All trading decisions, including entry or closure of Transactions, must be based solely on your independent judgment.
- 2.6. To initiate a Transaction, you must generally deposit Crypto Assets or allocate Platform Points (“**Margin**”) proportionate to the total Transaction value. Leverage inherent in Margin trading amplifies both potential gains and losses:
 - 2.6.1. Favorable price movements may yield high returns relative to Margin.
 - 2.6.2. Adverse movements may result in substantial losses exceeding initial deposits.
- 2.7. While we offer “Negative Balance Protection” and “Margin Close Out Protection” (as defined in these Terms) to mitigate extreme losses, we are not obligated to issue Margin Call Alerts. You remain solely responsible for maintaining adequate Margin levels at all times.
- 2.8. Transactions on the Platform are not executed on regulated exchanges or centralized markets. We act as a counterparty to all Transactions, meaning:
 - 2.8.1. We assume the role of buyer when you Sell an Instrument.
 - 2.8.2. We act as seller when you Buy an Instrument.

Pricing methodologies are detailed on the Platform.

- 2.9. You warrant that all Transactions are executed as principal, not as an agent or representative of third parties. Unless expressly agreed in writing:
 - 2.9.1. We recognize you exclusively as our contractual counterparty.
 - 2.9.2. You bear full personal liability for all obligations arising from Transactions.
- 2.10. Failure to disclose third-party involvement in Account operations may result in immediate termination of these Terms and nullification of Transactions.
- 2.11. For further overview of the risks associated with trading on the Platform, please review the Risk Disclosure Notice available on our [website](#).

3. ACCESS TO AND USE OF THE PLATFORM

- 3.1. You shall promptly inform us of any breaches or potential breaches of the Client Agreement by you. Absent of such notifications any Transactions may be voidable at our reasonable discretion.
- 3.2. Subject to the provisions of these Terms, we grant you a license to utilize the

Platform exclusively for your personal use and benefit, in accordance with the Client Agreement. In the event that the Client Agreement is terminated for any reason, this license shall be revoked, and you must cease all use of the Platform.

- 3.3. If any Third-Party Software is included within the Platform, then such Third-Party Software shall be provided subject to the terms of this Terms. You shall fully comply with the terms of any Third-Party Software licenses that we provide you with from time to time. Please note we do not provide support for Third Party Software or information provided thereon.
- 3.4. We retain all rights to the Platform that are not expressly granted to you under these Terms. The rights to the Platform are licensed to you by us and are not sold. Ownership of all rights in the Platform shall remain with the Company. Other than the license explicitly provided to you in this Section, no additional Intellectual Property Rights in the Platform or any part thereof is granted or transferred to you.
- 3.5. You are solely responsible for ensuring that you have and maintain properly functioning hardware, operating system, Telegram app, Telegram wallet, proper backup systems, proper internet connection, proper and sufficient virus protection and security measures, and any necessary Software to protect against unauthorized access or damage to the Platform.
- 3.6. If you experience any issues with the Platform or wish to propose any modifications, design changes, or improvements, please notify us in writing in accordance with Section 19. We may, at our discretion but without obligation, implement changes to the Platform based on your suggestions. Any such modifications, design changes, or improvements resulting from your feedback will be the sole and exclusive property of the Company.
- 3.7. We will make efforts to provide the Platform with reasonable level of skill.
- 3.8. From time to time, acting reasonably, we shall have the right to, modify, or remove any part of the Platform without liability under these Terms and if we do so we shall use reasonable endeavors to replace any part of the Platform with an equivalent where practicable. You agree to accept such modification(s) as part of this Terms.
- 3.9. We retain the right to make additions, modifications, or deletions of to any feature or part of the Platform from time to time without incurring liability under these Terms. We will use reasonable efforts to provide an equivalent alternative where feasible. Your acceptance of these Terms includes acceptance of any such changes or modifications.
- 3.10. We make no express or implied representation:
 - 3.10.1. That the Platform or any of Telegram's services, including without limitation Telegram wallet, Telegram bots, Telegram mini apps, will

be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Platform may be affected, for example, by routine maintenance, repairs, reconfigurations, upgrades or restrictions in 3.12 below).

- 3.10.2. As to the operation, quality or functionality of the Platform.
- 3.10.3. That the Platform will be free of errors or defects.
- 3.10.4. That the Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

3.11. You hereby acknowledge, agree and undertake that:

- 3.11.1. May only use the Platform only if you fully comply with all Applicable Laws, and solely for a period when you are authorized to do so under the terms of the license granted in Section 3.2 above. You hereby acknowledge and agree that you are solely responsible to ensure that your use of the Platform is in full compliance with all Applicable Laws.
- 3.11.2. May only use the Platform for the purposes for which it is provided under these Terms, and you may not use the Platform for any other purpose.
- 3.11.3. Bear full responsibility for all Transactions made through your Account via the Platform and for any use of the Platform, as well as for Account Credentials.
- 3.11.4. You will prevent any unauthorized access to your Account or to a mobile device through which your Account may be accessed.
- 3.11.5. Use of the Platform requires an internet connection and you understand and acknowledge that you are solely responsible to pay for any fees, including internet connection or mobile fees necessary to access or use the Platform.

3.12. You agree and undertake not to do any of the following activities or taking any action (including any attempt), whether as a result of intentional conduct, recklessness, negligence or otherwise:

- 3.12.1. Use the Platform for purpose which is unlawful under any Applicable Law, or which may result in the Company's failure to comply with any Applicable Law.
- 3.12.2. Taking any action that is illegal, violent, threatening, abusive, invasive of any person's privacy, harassing, defamatory, libelous, false, deceptive, fraudulent, misleading, untruthful, tortuous,

offensive or otherwise inappropriate, as we may determine in our sole discretion.

- 3.12.3. Post, transmit, or otherwise disseminate any content that is false, unlawful, harassing, defamatory, abusive, hateful, racially discriminatory, threatening, harmful, vulgar, obscene, seditious, or in any way objectionable or offensive.
- 3.12.4. Taking (or attempt to take) any action that infringes, violates, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right or any other Intellectual Property Right or proprietary right as may now exist or hereafter come into existence.
- 3.12.5. Decompiling, disassembling, reverse engineering, or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform or any Platform Software or any Telegram-related software by any means whatsoever.
- 3.12.6. Removal, obscuring or altering any copyright or other proprietary notices contained on or in or otherwise connected to the Platform or to any Telegram service or product.
- 3.12.7. Taking (or attempt to take) any action that violates any right of publicity, or other right of any person or entity, or any law or contractual obligation, including without limitation rights pursuant to data protection, anti-spam and privacy laws and regulations.
- 3.12.8. Disrupting or interfering with the proper operation of our Software, hardware, systems, or networks, including (without limitation) knowingly or negligently transmitting files that may contain malicious content capable of impacting the operation of the Platform.
- 3.12.9. Using or launching any automated system, including without limitation, "robots," "spiders," "offline readers", etc., that accesses the Platform in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time.
- 3.12.10. Attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Platform to which you do not have access rights.
- 3.12.11. Impersonating any individual or entity, including, without limitation, our employees or representatives.
- 3.12.12. Engaging in any activity that interrupts or attempts to interrupt the

operation of the Platform, including interruption or degradation of provision thereof to other users.

- 3.12.13. Conduct any commercial or business activity via the Platform.
 - 3.12.14. Using unauthorized or altered software or hardware to assist in the use of the Platform or trading.
 - 3.12.15. Transmitting spam, chain letters, materials related to any political campaigns, commercial solicitations, mass mailings, or any form of spam or other unsolicited texts or emails.
 - 3.12.16. Conducting any activity intended to defraud the Company or any third party or circumvent any contractual or legal restriction or any other act (whether through the use of automated technology or otherwise) that constitutes the commission of fraud, regardless of whether such attempted act has caused Company or anyone any actual harm.
 - 3.12.17. Knowingly or negligently upload or download files that contain Software or other intellectual property unless you own or control the rights thereto or have received all necessary consents.
 - 3.12.18. Falsify the origin or source of any content or other material.
 - 3.12.19. Using a false phone number, Telegram ID or email, identity, or attempt to use another user's Account.
- 3.13. Access to and use of the Platform may be limited, restricted or prohibited in certain jurisdictions, chosen in Company's sole discretion. It is your full responsibility to ensure that your access to and use of the Platform complies with the Applicable Law of your jurisdiction of domicile or any jurisdiction where you are located. If you attempt to access the Platform from another jurisdiction, you acknowledge and agree that your access may be denied, and you may be unable to open new Positions or close existing Positions.
- 3.14. You hereby acknowledge and agree that sublicensing, subleasing, leasing, lending, assignment, sale, licensing, distribution, rent, export, re-export or grant of any other rights in the Platform or Platform Software and any attempt by you to take such action shall be void.
- 3.15. Anyone who engages in, participates in, or displays behavior that may be interpreted, in our sole discretion, as unfair methods in participating in the Platform, including but not limited to – (i) the opening or use of multiple Accounts; (ii) collusion with or harassment of other users; (iii) breach of the Client Agreement; (iv) breach of security of your Account; (v) the user's Account login and password, or Crypto Asset wallet, or means of access to any of the foregoing including a mobile device, computer or other device, are in the possession of a third party or (vi) any other act or omission (whether

through the use of automated technology or otherwise), will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation, disabling the ability to use or access to our Platform in whole or in part, freezing or forfeiting any Platform Points, Crypto Assets or making void any transactions, as well as any other legal actions. We reserve the right to disclose or report any money laundering or other fraudulent or otherwise suspicious activity to law enforcements and regulatory authorities and to seek damages and other remedies from you to the fullest extent permitted by law.

- 3.16. You further acknowledge that the forfeiture of any Platform Points, Crypto Assets or making void any Transactions, as a result of a violation of these Terms shall in no way prevent us from pursuing criminal or civil proceedings in connection with the matters covered in these Terms.
- 3.17. Any attempt to deliberately damage the Platform or violation of criminal, civil laws or other Applicable Laws, and should such an attempt be made, we reserve the right to seek damages and other remedies from you to the fullest extent, as permitted under Applicable Laws.
- 3.18. We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized use of the Platform, including, but not limited to, technological barriers, IP mapping, and directly contacting your wireless (cellular) carrier regarding such unauthorized use.

4. ACCOUNT

- 4.1. Upon initial access to the Platform, you must authenticate using your designated Account Credentials, which are strictly confidential and intended solely for your personal use.
- 4.2. You hereby agree to:
 - 4.2.1. Maintain absolute confidentiality of your Account Credentials and prevent their use by any unauthorized individual.
 - 4.2.2. Promptly notify us if you suspect or confirm any compromise of your Account Credentials or unauthorized third-party access to the Platform.
- 4.3. The Releasees shall not be liable for losses arising from Platform hacking or unauthorized Account Credentials use attributable to our negligence. Conversely, you absolve the Releasees of liability for losses resulting from Account breaches or credential misuse caused by your negligence.
- 4.4. If we identify potential security vulnerabilities, we may mandate changes to your Account Credentials or temporarily restrict Platform access. We reserve the right to modify, update, or issue new Account Credentials at any time, with prior notification. You bear sole responsibility for enabling automatic

login features on your device.

- 4.5. You are exclusively responsible for maintaining sole control over your Account Credentials, including ensuring no minors under 18 or unauthorized individuals gain access due to your actions or omissions. You must immediately inform us in writing in accordance with Section 19 of any loss, theft, or unauthorized use of your Account Credentials.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All titles, ownership, and Intellectual Property Rights in and to the Platform, images, text, graphics, illustrations, trademarks, brands, service marks, trade dress, copyrights, photographs, audio, videos, music, logos, designs, and any part thereof, including derivative works, are the property of the Company or our licensors. As a user of the Platform, you agree not to use, copy, reproduce, publish, or borrow any of the aforementioned content or trademarked materials without explicit permission from the Company or the respective owner.
- 5.2. Except as explicitly provided herein, nothing in these Terms shall be construed as granting you or any other party any license or rights under any intellectual property owned by the Company or any third-party. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible through the Platform.
- 5.3. No right or license is granted to you, express or implied, to use any Intellectual Property Rights except as expressly provided in these Terms. Your use of the Platform does not confer any rights to use the Platform in combination with any other information or products outside the scope of these Terms.
- 5.4. You agree not to: (i) copy, reproduce, modify, or create derivative works of the Platform; (ii) rent, lease, lend, sell, distribute, or otherwise transfer the Platform to any third-party; (iii) use the Platform for any unlawful purpose (including but not limited to activities such as fraud, infringement, and any form of cyber-attack) or in any manner that could damage, disable, overburden, or impair the Platform; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.
- 5.5. You hereby warrant and represents that it holds and will continue to hold throughout the term of its use of our Platform, all necessary approvals, permits, and licenses required by Applicable Law to provide its services and goods. You further agree that your use of the Platform does not violate any third-party rights, including but not limited to Intellectual Property Rights. Failure to comply with this warranty may result in immediate suspension or termination of your account and a requirement to indemnify the Company for

any resulting damages or legal costs.

- 5.6. You grant us a worldwide, royalty-free license to use your business name, trademarks, and logos on the Platform and for marketing purposes. This includes, but is not limited to, use in promotional materials, advertisements, and on our website to identify and reference your business and its products or services.
- 5.7. If you provide us with any feedback, suggestions, or ideas regarding the Platform ("**Feedback**"), you agree that we will have a royalty-free, perpetual, irrevocable, and worldwide license to use, modify, and incorporate such Feedback into the Platform without any obligation to you.

6. REGISTRATION

- 6.1. To access the Platform, you must complete the registration process by submitting the necessary Registration Data to us.
- 6.2. You hereby agree and warrant that you will:
 - 6.2.1. Provide Registration Data that is truthful, precise, up-to-date, and comprehensive as requested during registration.
 - 6.2.2. Continuously update your Registration Data to ensure its accuracy and completeness via the Platform.
 - 6.2.3. Notify us without delay of any modifications to your personal, financial, or contact details by updating your information on the Platform.
- 6.3. We may conduct periodic verification checks (including, but not limited to, identity confirmation, fraud prevention, and review of past and present investment activity) as we deem necessary. Your Registration Data may be utilized for anti-money laundering purposes and Account management. You authorize us to employ your Registration Data and related information for these verifications. We or our agents may share your details with affiliated entities, regulatory authorities, law enforcement agencies, or other organizations, as outlined in the TonTrader [Privacy Policy](#).
- 6.4. We retain the right to periodically request supplementary or updated documentation to ensure the accuracy of our records. This does not relieve you of the obligation to promptly inform us of any changes to your personal circumstances.
- 6.5. Your registration will only be finalized once we receive all required Registration Data, verify your identification documents, and complete all necessary checks. Until this process concludes, only a demonstration account will be accessible. Note that we reserve the right to reject your application even after receiving all requested documentation.

- 6.6. If we reasonably suspect illegal activity or discrepancies in your Registration Data, we may suspend your Account. In such cases, we may be unable to release funds or accept further instructions from you. We reserve the right to cancel Transactions if you breach this section or any other provision of these Terms.
- 6.7. By entering into any Transaction, you reaffirm the following:
 - 6.7.1. All information provided (including Registration Data) is materially accurate and complete.
 - 6.7.2. You are bound by the Client Agreement.
 - 6.7.3. You have fully read and understood the Client Agreement, which includes the Terms, TonTrader Privacy Policy, and other relevant policies (as amended from time to time).
 - 6.7.4. You are at least 18 years old.
 - 6.7.5. You act solely as principal in all Transactions.
 - 6.7.6. You possess no inside information related to the Transaction and are not engaging in market manipulation.
 - 6.7.7. You are legally authorized to execute the Transaction.
- 6.8. We will only provide execution services and will not offer advice on the merits, suitability, or tax implications of Transactions. If uncertain about these Terms, you must seek independent legal or financial counsel.

7. CONFIDENTIALITY

- 7.1. Each party may have access to certain non-public and/or proprietary information of the other party (the "**Discloser**"), in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and to any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**").
- 7.2. Each party shall take reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under these Terms. All right, titles, and interests in and to Discloser's Confidential Information are and shall remain the sole and exclusive property of the Discloser.
- 7.3. The parties may however disclose the Confidential Information of the other

party to employees, directors, officers, stockholders or contractors that have a need to have access to such Confidential Information in order to carry out the purpose of this Agreement and that are under similar confidentiality restrictions as contained in these Terms. The Company may also disclose your Confidential Information with any of its affiliated entities at its sole discretion.

- 7.4. Neither party shall have an obligation under these Terms to maintain in confidence any information that it can demonstrate that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement or any use of the Discloser's Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, or if otherwise required under any Applicable Law; provided, however, that the receiving party shall make best effort to provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.
- 7.5. The parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of its obligations under this section, and that any such breach or any unauthorized use or release of any Confidential Information may result in irreparable harm to the other party. Therefore, upon any such breach or any threat thereof, the other party shall be entitled to appropriate equitable relief, including without limitation, injunctive relief against any breach of this section in addition to whatever remedies such other party might have at law, and such other party shall be entitled to be indemnified by the breaching party from any loss or harm, including, without limitation, attorney's fees, as further set forth in the Indemnification section, in connection with any breach or enforcement of the breaching party's obligations pursuant to this section or the unauthorized use or release of any Confidential Information.

8. TONTRADER PRIVACY POLICY

- 8.1. We collect and use your personal data in accordance with the TonTrader Privacy Policy, which forms part of the Client Agreement and is available on our Platform. You are also aware that Telegram may collect and use your personal data in accordance with its applicable policies, including the Telegram Privacy Policy.

9. CONSENT TO RECEIVE ACCOUNT INFORMATION AND TRADE CONFIRMATIONS ELECTRONICALLY

- 9.1. By agreeing to this Section, you authorize the delivery of your Account information and trade confirmations through online access rather than via mail or email. You will be able to view your Account details and activity directly through the Platform using your Account Credentials. All Account activity will be displayed, allowing you to generate reports on a daily, monthly, or yearly basis, as well as detailed reports for each completed trade. Additionally, your annual report will include a breakdown of costs and charges. The Company however reserves its right to deliver your Account information and trade confirmations via mail or email, in its sole discretion.
- 9.2. Updated Account information will be accessible within 24 hours of any activity occurring in your Account. Providing this information online will be considered equivalent to delivering confirmation and account statements. The Account details available at all times will include, but are not limited to, trade confirmations with ticket numbers, transaction rates for purchases and sales, Margins, costs and charges, funds or Platform Points available for trading, profit and loss statements, and current open or pending Positions. If you wish to withdraw your consent under this Section, you may do so by closing your Account in accordance with these Terms.

10. OPENING AND COMPLETING A TRANSACTION

- 10.1. Subject to Section 14, you may initiate Transactions for specific Instruments across various global markets via the Platform. You acknowledge and agree that we retain the right, at our discretion, to add, remove, or temporarily suspend any Instrument from the Platform on any market.
- 10.2. You understand and accept that we may hedge or offset your Transactions with third parties to manage risks or liabilities associated with your trading activities with us. Additionally, you acknowledge that we may reasonably adjust the terms or details of any Instrument.
- 10.3. The Platform will display both Buy and Sell prices for each tradable Instrument. Transactions can only be executed during the designated Trading Hours for each Instrument. When initiating a Buy position or closing a Sell position, you agree to use the purchase price quoted by the Platform for that Instrument. Similarly, when initiating a Sell position or closing a Buy position, you agree to use the selling price quoted by the Platform for that Instrument.
- 10.4. On the Platform, you may place an offer to open a Transaction at the current best price available ("**Market Order**") unless you specify a particular price for your offer ("**Limit Order**"). For Market Orders, the final execution price may differ from the rate displayed at the time of submission due to market movements. You agree that your Market Order offer may be accepted at a price higher or lower than your indicated rate, within a range specified by the Platform from time to time. If you opt for a Market Order, it will be

executed at the next available price offered by the Platform in accordance with our order execution policy.

10.5. Submitting an Order does not guarantee that a Transaction will be executed under identical terms as those available when the Order was placed. For Limit Orders, execution prices may vary from your requested rate due to rapid market changes, which can result in price shifts exceeding 1 Pip at a time. You acknowledge that Limit Orders will be processed based on conditions applicable to the Instrument at the time of execution (such as leverage ratios), which may differ from those present when you submitted your Order. You retain the ability to cancel a Limit Order before it is accepted without incurring any liability. Limit Orders will be executed once the specified rate is reached or exceeded as determined by us and displayed on our Platform. In certain situations, Margin requirements may increase between placing an Order and its execution; while we will endeavor to notify you of such changes, it remains your responsibility to monitor your Account and ensure sufficient equity is available to meet Margin requirements as outlined in Section 14.

10.6. You agree that if your offer to open a Transaction is accepted outside of Trading Hours, it may not be fulfilled if market prices fail to reach the specified level once Trading Hours resume.

11. STOP AND LIMIT ORDERS

11.1. You may set predetermined exit points for positions using "Stop Loss" and "Take Profit" orders, subject to the Client Agreement and our current terms. and any other terms and conditions we may implement from time to time.

11.2. By submitting these orders, you authorize automatic closure when our quoted prices reach your specified levels, without further notice. Execution occurs when our Platform prices match or exceed your order parameters, except when restricted under Section 15.13.

11.3. Time-bound execution requests may be available. Approved time-sensitive orders will only execute within their designated periods and won't be processed after expiration.

11.4. We may accept an offer to place a Trailing Stop in relation to a Stop Loss. You acknowledge that Trailing Stop functionality may adjust your Stop Loss level automatically when markets move favorably. Each 1-Pip favorable movement constitutes your authorization to increase the Stop Loss by 1 Pip. Changes in a Pip will be rounded to the nearest absolute value in your base Crypto Asset based on your country of origin, as specified on the Platform.

11.5. You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, execution may occur at worse prices than specified. In such an event, we will close the Transaction at the next best price. For Buy positions, this happens when prices jump above Stop Loss

levels. for sell positions, when prices fall below Stop Loss levels, without ever reaching such price.

11.6. Favorable price movements always benefit Take Profit orders. If markets move advantageously (down for Buys and up for Sells), you receive the improved rate.

11.7. We may, in our sole discretion, accept your offer to place a Guaranteed Stop Order at an exact price determined by you. Guaranteed Stop Orders may be available for select instruments, ensuring exact execution at specified levels if triggered. An open Position can be closed in accordance with the Client Agreements prior to reaching the Guaranteed Stop Order price level. Where a dividend or benefit event under Sections **Error! Reference source not found.** or **Error! Reference source not found.** takes place we reserve the right to adjust or cancel your Guaranteed Stop Order.

11.8. A Guaranteed Stop Orders require:

11.8.1.Placement only on new Stop Loss orders for eligible instruments.

11.8.2.Adjustment only during active trading.

11.8.3.Irrevocability after acceptance - only the price can be changed.

11.8.4.Minimum distance from current market price (as determined by us).

11.8.5.Adjusted spreads reflecting the guarantee premium. The adjusted Spread is displayed in the instrument details tab for each eligible Instrument at the time the Guaranteed Stop Order is placed.

12. FEES AND COMMISSIONS

12.1. Positions maintained beyond the exchange's daily closing time or through non-trading periods will automatically renew the next business day to prevent forced liquidation. A financing adjustment (positive or negative) will apply to accounts holding positions past the cutoff time specified per instrument. Current Funding Rates are visible in each Instrument's details. By entering any position, you confirm awareness of these charges. Subject to prior notice, we may modify financing rates for existing positions and apply it from then on, based on the updated Position value.

12.2. You grant express permission for application on the basis of Funding Rate charges (credited or debited) according to instrument-specific schedules published on our Platform.

12.3. For information on other fees that may be payable by you, refer to Section **Error! Reference source not found.**

12.4. An application of Funding Rate charges (credited or debited) according to

Instrument-specific schedules published on our Platform.

13. POSITION DURATION AND ROLLOVER TRANSACTIONS

- 13.1. We reserve the exclusive right to determine an Expiry Date and time for any given Instrument at our sole discretion.
- 13.2. When termination dates apply to particular Instruments, these will be clearly indicated within each Instrument's information panel. You accept responsibility for monitoring these Expiry Date and time.
- 13.3. Open positions will automatically terminate at their designated end date unless previously closed, settling at the final quoted market price immediately before expiration.
- 13.4. For certain Instruments based on Futures Contracts, we may, at our reasonable discretion, implement an automatic Rollover to the subsequent contract period to prevent automatic expiration, as indicated on the Platform. Unless you or we close the Position before the Expiry Date, the Rollover may apply. We may also, at our sole discretion, modify the Rollover date and will notify you by email or within the Platform or in any other way, in the Company's sole discretion, before making such changes.
- 13.5. When an automatic Rollover occurs, your original Position will remain active and continue trading under the new contract. Your equity will be adjusted to reflect the price difference between the expired and new contracts. Additionally, a Spread adjustment may be applied at Rollover, with notifications sent to you both before and after the adjustment.
- 13.6. All Orders linked to a Position subject to automatic Rollover will also be carried forward, with their levels adjusted proportionally to reflect the differences between the old and new contracts.
- 13.7. We may, at our sole discretion, remove the automatic Rollover feature for an Instrument and instead assign an Expiry Date. This change will affect both new and existing Positions. We will notify you by email before implementing such a change, but you remain responsible for reviewing the Instrument details on the Platform. For any Rollover of an open Position, you must ensure your Account holds sufficient cleared funds, or where applicable Platform Points in case of simulated trading, to meet any Margin requirements for the new trade.
- 13.8. You acknowledge that certain Instruments may experience sudden volatility or illiquidity, especially near Expiry Dates, which could delay order execution until a reliable price feed is restored. In such cases, and if deemed in the best interest of clients, we may transfer Positions to a new contract on a different Exchange. This may require early Expiry or Rollover of the existing contract, and you will be notified by email in advance.

- 13.9. In specific situations, such as approaching Expiry or when the Strike Price of an Option CFD becomes irrelevant, we may, acting reasonably and at our sole discretion, close all Positions in the affected Instrument at the most recent available price.

14. TRADE TERMINATION AND OTHER RESTRICTIONS

- 14.1. If the prices displayed on the Platform shift so that the Price Difference you owe on your specific open Transaction, meets or surpasses the Maintenance Margin required for that specific Transaction separately. you acknowledge that we have the right to immediately close or partially close your open Transaction —whether resulting in a loss or gain, without any notice. Exercising this right will not terminate your Account or these Terms.
- 14.2. Notwithstanding Section 14.1, if the Platform prices move unfavorably against your Transaction, we may, without any obligation or liability, alert you to increase your Account balance within a limited timeframe to cover the Price Difference or satisfy the Maintenance Margin requirements to keep the Transaction open (Margin Call Alert). Should you fail to add funds, or where applicable Platform Points in case of simulated trading, within the specified period, we may, acting reasonably, close or partially close your open Transaction (Margin Call), whether at a loss or profit. It is your responsibility to continuously monitor your Account balance to ensure sufficient Margin coverage based on your trading activities.
- 14.3. As described in Section 13 above, we may assign an Expiry Date to certain Instruments on the Platform. If an Instrument has an Expiry Date, you authorize us to close any open Transactions related to that Instrument at the Platform's quoted price at the time of expiry.
- 14.4. The Company reserves the right to close Open Positions at market prices, limit the size of Client Open Positions, liquidate the position, or reject Orders to open new Positions in any of the following situations:
- 14.4.1. The Company determines that abnormal market conditions exist. You acknowledge that trading certain Instruments on the Platform can become highly volatile suddenly and without warning. Due to the elevated risk, you agree that we may close any or all open Transactions on Instruments we reasonably deem volatile at the Platform's quoted price at that time, without prior notice.
 - 14.4.2. Your Equity falls to or below 20% of the Margin required to maintain your open Position(s).
 - 14.4.3. The Company refuses your Order due to trading limits applied to your Account.
 - 14.4.4. You fail to respond to a Margin Call Alert as described in Section 17.4.

14.4.5. A Force Majeure Event occurs, or the quote contains a Clearly Obvious Error.

14.4.6. We become aware of any unlawful activity or inaccuracies in your Registration Data.

14.5. We reserve the right, acting reasonably and in compliance with regulatory requirements, to require you to close Transactions promptly if the relevant trading Instrument is removed from the Platform. If you do not close such Transactions within 7 days of our request, we may close them on your behalf at the last available price.

14.6. If a chargeback is initiated by your credit card issuer or any other payment provider for any reason, you agree that we may:

14.6.1. Immediately close all your open Transactions, whether at a loss or profit, and liquidate your Account in accordance with Section 19, with or without prior notice.

14.6.2. Immediately impose restrictions on your Account, with or without notice, including Blocking deposits via any payment method, even during Margin alerts; Suspending withdrawal requests; Preventing the opening of new Positions on the Platform. The duration of these restrictions will be determined at the Company's discretion

14.6.3. Terminate the Client Agreement pursuant to Section 19.5 of these Terms.

15. GENERAL RULES OF TRADING

15.1. You agree that every Transaction on the Platform, whether you are opening or closing a position, begins with you making an offer to us at a price quoted on the Platform. The Transaction is only finalized once we accept your offer, which will be confirmed by us. Only upon our confirmation is the Transaction considered executed.

15.2. We are not required to provide prices, accept, execute, or cancel any Transaction you request via the Platform and may refuse any such request at our discretion, without explanation. You may ask to modify or cancel a Transaction at any point before it is completed, but we are under no obligation to agree.

15.3. Any Financial Data, prices, leverage, Margin details, and other information you access through the Platform, or any other means are provided as general market commentary and not as investment advice. This information can change at any time without notice, and while we strive for accuracy, we do not accept responsibility for any losses or damages, direct or indirect, resulting from your use or reliance on this content.

- 15.4. Prices displayed on the Platform are indicative of what we believe an Exchange can handle in terms of volume and may change frequently. If you submit an offer to open or close a Transaction, the price we accept may differ from the price you initially saw.
- 15.5. You must adhere to any reasonable limits or restrictions we set on any instrument, including limits on the size of Transactions (either individually or in aggregate), as part of our risk management procedures.
- 15.6. Platform prices are derived from multiple sources and may not match those found elsewhere, including on Exchanges. Your Transactions are triggered by the prices we quote, not by external Exchange prices. Due to technical factors and rapid market shifts, the price applicable when you place an Order may differ by the time we receive or execute it. There may also be times when prices cannot be displayed or are impacted by external events. Our prices may not always reflect those available on Exchanges, and your Transaction might be triggered even if:
 - 15.6.1. The Exchange never traded at your Transaction level.
 - 15.6.2. The Exchange did trade at your level, but only briefly or in such low volume that executing a similar trade on the Exchange would not have been feasible.
- 15.7. By executing a Transaction on the Platform, you acknowledge you are dealing with us directly and not trading on an Exchange. You are speculating on price movements of financial derivatives and will not receive or deliver the underlying asset.
- 15.8. Opening a Transaction on the Platform means entering into a CFD contract with us, where you speculate on the price difference of an Instrument between the time you open and close the Transaction. You do not obtain ownership rights to the underlying asset, such as shares or entitlements in a rights issue or options contract.
- 15.9. Prices quoted on the Platform are determined by us based on various factors, including current market conditions and demand. You agree to use these prices solely for your own trading and not to share them with others under any circumstances.
- 15.10. Any Transaction you open or close on the Platform is binding, even if it causes you to exceed any credit or other limits.
- 15.11. Subject to Section 15.4 you may request a quote to open or close a Transaction for an Instrument at any time during its Trading Hours. We are not obliged to provide quotes or accept Transactions outside these hours. Trading Hours are listed on the Platform for each Instrument and may differ from those of the underlying Exchange. It is your responsibility to be aware of which Instruments may be affected.

- 15.12. Without derogating from Section 10.4, if, before accepting your offer, we become aware that any condition in Section 15.14 has not been met, we may reject your offer. If a Transaction is opened or closed before we become aware of this, we may, acting reasonably, void the Transaction or close it at the current price.
- 15.13. The factors referred to in Section 15.3 include the following:
- 15.13.1. The quote must come from the Platform or another approved method as we may from time to time notify you.
 - 15.13.2. Your offer must be made while the quote is valid.
 - 15.13.3. The quote must not contain a Clearly Obvious Error.
 - 15.13.4. The size of your Transaction must be within the minimum and maximum limits set on the Platform.
 - 15.13.5. If closing part of a Transaction, both parts must meet the minimum requirement of Digital Asset supported by the Platform or simulated trading with Platform Points.
 - 15.13.6. No Force Majeure Event, as described in Section 16 has occurred.
 - 15.13.7. No Event of Default has occurred with respect to you.
 - 15.13.8. Opening the Transaction must not cause you to exceed any margin, credit, or other limits.
 - 15.13.9. Subject to Section 15.11, your offer must be made during the Trading Hours for the Instrument.
 - 15.13.10. Any other condition we reasonably notify you of.
- 15.14. If, before we accept your offer, our quoted price moves in your favor, or if our quoted price moves against you, we will give you the quoted price mentioned at the time of execution, in accordance with our order execution policy which may be subject to changes from time to time in our own discretion.
- 15.15. Use of automated data entry tools with the Platform is strictly forbidden. All Transactions must be entered manually. Any Transaction made using such automation is void. If this rule is breached, we may immediately close your Accounts, end the Client Agreement without notice, and refuse further Transactions. We may freeze your funds and Platform Points and deduct any losses, costs, or damages caused by the breach, returning any remaining balance as per Section 19.9.
- 15.16. If an Option CFD is affected by a corporate event such as a stock split, we will close any open Positions on the Instrument before the event. We will try

to notify you in advance, but this may not always be possible.

15.17. If a company underlying a CFD becomes insolvent or is dissolved, we will close your open Positions in that Instrument as of the insolvency date.

15.18. If trading in an Instrument is suspended indefinitely on an Exchange (for example, due to corporate wrongdoing), we will remove the Instrument from the Platform and close all open Positions at the last available Platform price before suspension.

15.19. If a company underlying a CFD files for bankruptcy, we will remove the Instrument from the Platform on the filing date and close all open Positions at the end of that trading day

16. FORCE MAJEURE EVENTS

16.1. We may, acting reasonably, determine that a Force Majeure Event has occurred. Such an event includes, but is not limited to, the following circumstances:

16.1.1. Any action, incident, or situation (such as strikes, riots, civil disorder, terrorism, war, industrial disputes, or measures imposed by governmental or supranational authorities) that, in our view, disrupts our ability to maintain orderly trading of one or more CFDs on the Platform.

16.1.2. The suspension, closure, nationalization, sequestration, abandonment, or failure of any Exchange, or the imposition of limits or special or extraordinary conditions on trading in any such market or with respect to any Instrument upon which the Company bases its quotations.

16.1.3. Any extraordinary, substantial, or rapid price movement in any Transaction or on any Exchange, or the Company's reasonable anticipation of such movement.

16.1.4. Any malfunction, breakdown, or failure of transmission, communication, or computer systems, power supply interruption, or failure of electronic or communications equipment.

16.1.5. Any failure by any relevant third party, including but not limited to suppliers, financial institutions, brokers, agents, custodians, sub-custodians, dealers, Exchanges, clearing houses, or regulatory or self-regulatory organizations, to perform their obligations for any reason whatsoever.

16.2. Upon the determination that a Force Majeure Event exists, the Company may, at its discretion and without prior notice, exercise any of the following rights:

- 16.2.1. Amend Margin requirements, which may result in the Client being required to provide additional Margin.
 - 16.2.2. Terminate, liquidate, or close any or all open Transactions at such prices as the Company reasonably considers appropriate.
 - 16.2.3. Suspend or vary the application of any provision of the Client Agreement to the extent that performance is rendered impossible or impracticable by the Force Majeure Event.
 - 16.2.4. Modify the Trading Hours applicable to any Transaction.
 - 16.2.5. Declare all open Transactions in affected Instruments void.
 - 16.2.6. Increase Initial Margin or Maintenance Margin requirements.
 - 16.2.7. Reduce the Leverage available to the Client.
 - 16.2.8. Roll Client Positions to a new contract, including transfer to a contract listed on a different Exchange, in accordance with Section 13 of this Agreement.
- 16.3. In relation to CFD referencing Crypto Assets, you acknowledge the risk of a "hard fork," defined as a blockchain protocol change resulting in a split of a Crypto Asset into two separate assets. The Company reserves the exclusive right to determine, at its discretion, which Crypto Asset reflects the majority consensus and shall form the basis for related contracts. If a hard fork results in a new Crypto Asset being admitted to trading on Exchanges recognized by the Company, the Company may, at its discretion, establish a corresponding Position or make a cash adjustment to your Account to reflect its value. Otherwise, the Company may invoke any of the remedies set forth in Section 15.2. While the Company will endeavor to provide notice of potential forks, the Client bears sole responsibility for monitoring market conditions and potential forks. The occurrence of a hard fork may result in significant price volatility, and the Company may suspend trading if reliable pricing data from the underlying market is unavailable.
- 16.4. You agree that we will not be liable in any way to you or to any third party for any loss, damage, cost, or expense arising from the event of a Force Majeure, nor for our actions pursuant to Section 16.2, if we decide to take such action. Each Party shall be released from liability for any partial or total failure to perform, or any improper performance of, obligations under this Agreement to the extent such failure or improper performance is a result of a Force Majeure Event occurring after the execution of the Client Agreement.

17. MARGIN AND DEPOSIT REQUIREMENTS

- 17.1.** As a precondition for initiating any Transaction involving an Instrument, you

are required to provide the Initial Margin to your Account. To maintain any specific open Transaction, you must ensure that your Account balance at all times exceeds the applicable Maintenance Margin required for that specific Transaction separately. You acknowledge and accept that Margin requirements are Instrument-specific and subject to unilateral modification by us at our discretion. Deposits of Crypto Assets to your Account shall be effected by a transfer of Crypto Assets to such Crypto Asset wallet address as we may communicate to you from time to time, or as otherwise explicitly requested by us within the Platform.

- 17.2.** We reserve the right, at our sole discretion, to impose restrictions on the aggregate value and overall number of Transactions you may establish or hold concurrently on the Platform, such determination to be based on the amount of Crypto Assets credited to your Account.
- 17.3.** Unless otherwise expressly agreed in writing or specified by us, all Margin deposits and any other sums due shall be remitted in your designated base Crypto Asset, as indicated on the Platform. We shall not, and you shall not require us to, convert any funds credited to your Account from one Crypto Asset to another.
- 17.4.** You acknowledge that we may, at our discretion, issue a Margin Call Alert requesting you to increase the funds, or where applicable Platform Points in case of simulated trading, available in your Account. Such Margin Calls may be predicated upon, but are not limited to, your aggregate exposure with us, Account equity, open Transaction count, trading volume, historical trading activity, and prevailing market circumstances. No prior Margin stipulation shall preclude us from revising Margin rates at any time without advance notice. It is your exclusive responsibility to continuously monitor your Account to ensure compliance with all Margin obligations arising from your trading activity.
- 17.5.** To avert involuntary liquidation of your Positions due to a Margin Call, you undertake to promptly comply with any Margin Call Alert by transferring additional funds, or where applicable Platform Points in case of simulated trading, to your Account within the timeframe specified by us. You acknowledge that, depending on the payment method, deposits may not be immediately credited and may be subject to additional delays pending security review by us or third-party payment processors. Our failure to enforce our right to immediate payment on any occasion shall not constitute a waiver of such right in the future. Any failure by you to satisfy Margin requirements for any specific Position or to make a Margin Payment when due may result in the immediate or partial liquidation of the specific Position without further notice.
- 17.6.** Should you encounter any limitations on your ability to make Deposits, you are advised that, in order to satisfy Margin requirements, you may need to reduce the number of your open Transactions.

18. PAYMENT OBLIGATIONS AND SET-OFF OF CRYPTO ASSETS

- 18.1. Upon the settlement of any Transaction, and subject to any adjustments for interest as provided for in these Terms:
 - 18.1.1. You shall be responsible for payment of the Difference in the following circumstances:
 - 18.1.1.1. If you execute a Sell Transaction and the closing price exceeds the opening price.
 - 18.1.1.2. If you execute a Buy Transaction and the closing price is less than the opening price.
 - 18.1.2. You shall be entitled to receive the Difference in the following circumstances:
 - 18.1.2.1. If you execute a Sell Transaction and the closing price is less than the opening price.
 - 18.1.2.2. If you execute a Buy Transaction and the closing price exceeds the opening price.
- 18.2. Unless we expressly agree otherwise, all amounts for which you are liable under Section 18.1 shall become immediately due and payable upon our determination of the closing price and closure of the Transaction.
- 18.3. You authorize us, acting reasonably and without prior notice, to transfer or apply any or all of your Crypto Assets between your Accounts for the purpose of discharging any of your current, future, or contingent obligations.
- 18.4. You hereby grant us authority to automatically realize and apply the assets in your Account to satisfy any and all amounts owed by you under Section 18 or any other provision of these Terms, immediately upon the closing of a Transaction or as otherwise due, without further notification. Our failure to enforce any right hereunder shall not constitute a waiver of such right.
- 18.5. You are solely responsible for all taxes, commissions, fees, and charges arising from any Transaction you effectuate on the Platform. It is your exclusive duty to calculate, report, and remit all taxes applicable to your jurisdiction or otherwise arising from your use of the Platform.
- 18.6. Notwithstanding the foregoing, where required by applicable law, we shall deduct and withhold at source any sums mandated by tax authorities from payments due to you.

- 18.7. You acknowledge that additional costs, including but not limited to taxes, may arise from Transactions executed on the Platform for which you are liable and which are not paid or imposed by us. Without limiting your sole responsibility for tax compliance, you agree that we may deduct such taxes as required by law from your Account, and you expressly authorize us to withdraw such amounts for the purpose of remitting taxes. You shall have no claim against us in respect of such deductions, and such deductions do not affect our rights to make Margin Calls under these Terms.
- 18.8. For clarity, and subject to these Terms, the Difference is the sole payment required to or from you in respect of your use of the Platform.
- 18.9. We reserve the right to recover from you any amounts in the event of a chargeback or reversal from your credit card issuer or any other payment provider. We may do so by debiting your Account, offsetting against future payments, charging your credit card, or by any other lawful mean.
- 18.10. If we reasonably determine that Platform Abuse has occurred resulting in recurring losses to us from Transactions on your Account, we reserve the right to seek reimbursement from you by debiting your Account, offsetting against future payments, or by any other lawful means.
- 18.11. If your jurisdiction of residence imposes restrictions or reporting obligations on the use or receipt of certain Crypto Assets, you undertake to comply with all applicable legal and regulatory requirements, including any necessary reporting or obtaining of consents or approvals in connection with your use of the Platform.
- 18.12. Withdrawals from your Account must be made to your Crypto Asset wallet, and shall not be made to a Crypto Asset wallet which belongs or is controlled by any other person. We reserve the right to refuse or cancel a withdrawal request via a particular Crypto Asset wallet or method and may require you to submit a new request using an alternative Crypto Asset wallet or method, together with any documentation reasonably required for verification and processing.
- 18.13. Withdrawal requests shall be processed within a minimum of one (1) and up to three (3) business days from receipt. Additional processing time may apply depending on third-party remitters, financial institutions, or jurisdictional requirements. Upon receipt of a withdrawal instruction, the requested amount will be debited from your Account. You may cancel a withdrawal request at any time before its status is "Approved in progress." Until the withdrawal request is marked "Approved Settled," we may cancel the request and apply the requested amount to satisfy any of your outstanding obligations under Section 18.1.

19. TERMINATION AND CANCELLATION OF THE AGREEMENT

- 19.1. You may terminate the Client Agreement at any time by delivering written notice in accordance with Section 19 of these Terms. Upon such termination, you must close all open Positions as soon as reasonably possible, and in any event, no later than twenty-one (21) days following your notice. Upon receipt of your written notice, we shall not process any further Orders to establish new Positions or to increase existing Positions. Your Account will only be closed if all outstanding amounts owed to us are settled, and any losses realized prior to Account closure shall become immediately due and payable by you.
- 19.2. If you withdraw all Crypto Assets from your Account and discontinue trading activities without formally closing the Account, your Account shall remain dormant until additional Crypto Assets are deposited.
- 19.3. Either party may terminate the Client Agreement at any time if:
 - 19.3.1. The other party fails to make any payment when due.
 - 19.3.2. The other party dies, is declared legally incapacitated, becomes insolvent, is subject to bankruptcy proceedings initiated by a third party, an administrator or receiver is appointed over that party or its assets, or that party enters into any arrangement or compromise with creditors or is subject to any analogous procedure.
- 19.4. We may terminate the Client Agreement with immediate effect by written notice in the event of any of the following Events of Default:
 - 19.4.1. You breach any representation, warranty, or undertaking under the Client Agreement or any related agreement, or any such representation is found to have been materially false or misleading at the time made.
 - 19.4.2. You commit a material breach of any provision of the Client Agreement (including any Transaction).
 - 19.4.3. Any Transaction or combination of Transactions, or any realized or unrealized losses, cause you to exceed any credit or other limit imposed on your dealings.
 - 19.4.4. Telegram, Telegram bots, Telegram mini apps or any other related service or product are no longer provided or are restricted or are limited.
 - 19.4.5. Provision of the services under the Client Agreement or operation of the Platform, or any part thereof, becomes non-compatible with any Applicable Law.

- 19.5. We may, without prior notice, immediately terminate the Client Agreement if you initiate a dispute, claim, or chargeback request with your credit card issuer or any other payment provider.
- 19.6. We reserve the right, acting reasonably, to terminate the Client Agreement at any time, with or without cause, by providing written notice. Upon such notice, you must close all open Positions as soon as reasonably possible and, in any event, within fourteen (14) days. Thereafter, we may close any remaining open Transactions on your behalf at the last available price and proceed to permanently close your Account.
- 19.7. You expressly acknowledge and agree that we may, without notice and with immediate effect, suspend or close your Account if:
 - 19.7.1. You are in material breach of any provision of the Client Agreement.
 - 19.7.2. You have made any material misrepresentation to us.
 - 19.7.3. You fail to provide information requested by us in a timely manner for any verification process relating to your Registration Data.
- 19.8. Any financial loss or liability suffered by us as a result of your breach of the Client Agreement shall be recoverable from you.
- 19.9. If the Client Agreement is terminated due to an Event of Default, we may, without notice, liquidate or cancel any of your open Positions at the prevailing Platform price, or, if the relevant market is closed, at the next available price reasonably determined by us upon reopening of the market.
- 19.10. Upon termination or cancellation of these Terms, and subject to Section 19.11, we will return to you, without undue delay and in any case within five (5) business days, the net balance of any Crypto Assets remaining in your Account. Such remittance will be made (i) as directed by you, or (ii) by transfer to your Crypto Asset wallet provided to us by you or anyone on your behalf in writing. If you fail to provide instructions, we may, at our discretion, remit such Crypto Asset directly to your Crypto Asset wallet provided to us by you or anyone on your behalf in writing. Upon termination or cancellation of these Terms, all Platform Points associated with your Account will be nullified, and you will not be entitled to any Platform Points or any redemption thereof. No penalty shall be imposed by either party upon termination or cancellation of the Client Agreement.
- 19.11. The amount to be remitted to you pursuant to Section 19.9 shall be the net balance of your Account after deduction of (i) all sums due to us under the Client Agreement, and (ii) any taxes or other amounts required to be withheld by law.
- 19.12. The rights provided in this Section 19 are in addition to, and do not limit or exclude, any other rights or remedies available to a non-defaulting party

under contract, statute, or otherwise.

19.13. Upon expiration, cancellation, or termination of the Client Agreement, you must immediately cease all use of and access to the Platform and promptly return all materials belonging to us, at your own risk and expense.

19.14. Termination of the Client Agreement for any reason shall:

19.14.1. Be without prejudice to any accrued rights or obligations of either party as of the date of termination (or which will accrue in respect of the period prior to termination).

19.14.2. Not affect any provision of the Client Agreement expressly or impliedly intended to survive termination.

19.15. Without limiting the generality of Section 19.13, the provisions of Section 22 shall survive expiration, cancellation, or termination of the Client Agreement for a period of two (2) years, or, in respect of confidential information, until such information enters the public domain other than by your breach of these Terms.

20. NOTICE

20.1. Notices to the Company should be sent to requests@tontrader.com or to such other address or email as we may from time to time advise you.

20.2. Any party to the Client Agreement may change its address for the purposes of the Client Agreement by giving notice thereof in accordance with this Section, or as otherwise permitted by the Client Agreement.

21. AUTHORITY TO TRADE - YOUR CONDUCT

21.1. Notwithstanding any other provision of this Terms, we shall be entitled to take any action that we consider necessary to ensure compliance with any Applicable Laws. In the event of a conflict between any provision of these Terms and any Applicable Law, the Applicable Laws shall prevail.

21.2. Each time you enter into a trade you agree to repeat the following conditions:

21.2.1. You are not an employee of any Exchange, a corporation in which any Exchange owns a majority of the capital stock, a member of any Exchange or firm registered on any Exchange or any bank, trust or insurance company that trades in CFDs.

21.2.2. You will not enter into any Transaction which falls within the definition of market abuse as set out herein. You are reminded that this applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), market

manipulation, the misuse of information and directors trading in shares or Crypto Assets of their own companies or projects; in such circumstances we reserve the rights to void / cancel part/all your abusive trading Transactions, close all and any of your Accounts and terminate the Client Agreement under Section 19.4 or Section 19.7.

- 21.2.3. You will not enter into any Transactions which fall within the definition of Scalping or automated data entry system. Accordingly, a significant portion of your Positions with short duration and with a win/loss ratio significantly in your favor may be deemed as abusive trading and will not be allowed; in such circumstances we reserve the rights to void/cancel part/all your abusive trading Transactions, close all and any of your Accounts and terminate the Client Agreement under Section 19.4 or Section 19.7.
- 21.2.4. The execution, delivery and performance of the Client Agreement and your use of the Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident or national, or any agreement by which you are bound or by which any of your assets are affected.
- 21.2.5. Other than in exceptional circumstances you will not send funds to your Account from any bank or other account or Crypto Asset wallet other than as stipulated in the Registration Data. Remittances from company accounts will not be accepted. Transfers from a joint account may only be allowed if you are one of the named beneficiaries on that account. Whether exceptional circumstances exist will be determined by us from time to time.
- 21.2.6. You are neither a director or officer of nor associated in any way with, the company underlying the Instrument.
- 21.3. You hereby authorized us to act on any instruction given by you on the Platform.
- 21.4. We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic or written communication or instruction received from you through the Platform or from email instructions received from the Account Credentials used when you first accessed the Platform. You agree that:
 - 21.4.1. Once securely logged on to the Platform following entry of the Account Credentials, you authorize us to act upon instructions and to consider the instructions of like force and effect as written Orders made by you.
 - 21.4.2. You shall hold us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way

relating to or arising out of our acting upon any such instructions or information received from you.

- 21.4.3. You shall bear the risk of all instructions, whether authorized, unauthorized, improper or fraudulent, even if it transpires such instructions were provided without your authority.
- 21.5. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:
 - 21.5.1. The person who provided such an instruction was acting in excess of their authority.
 - 21.5.2. Acting upon such an instruction would infringe any law, rule, regulation or the Client Agreement.
 - 21.5.3. In the event that we have accepted an offer to perform a Transaction that we later suspect falls within Sections 24.4.1 or 24.4.2, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Platform or treat the Transaction as having been void from the outset.
- 21.6. Nothing in this Section shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.
- 21.7. Any offer to open or close a Transaction (including an Order) must be made by you through the Platform only. Written offers to open or close a Transaction, including offers sent by fax, email or text message will not be accepted.
- 21.8. If we receive an offer to open or close a Transaction other than in accordance with Section 24.5, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.
- 21.9. It is your responsibility to ensure, at all times, that we have been notified of your current and updated Registration Data including current and correct address, contact phone number and email address. You must immediately update the Platform in the event of a change to your address or contact details, unless we agree to another form of communication.

22. COUNTERPARTY DISCLOSURE

- 22.1. The trading you conduct on the Platform is not conducted on an Exchange. We act as counterparty in Transactions conducted on the Platform and, therefore act as the buyer when you offer to Sell an Instrument and the seller when you offer to Buy an Instrument. The prices we offer on the Platform might not be the best prices available.

- 22.2. Although we are the counterparty to each of your Transactions, we may limit our risk by immediately hedging (offsetting) your Transactions with another Transaction that we enter into with a financial institution or with any third party we may choose in our sole discretion. We may be compensated by marking up the price we receive from the financial institution or such third party. You should be aware that we may make a profit should the market price go against you. Additionally, since we act as the buyer or the seller in a Transaction, you should carefully evaluate any trade information you receive from us, or information received from any referred financial institution or third party.

23. LIMITATION OF LIABILITY

- 23.1. Subject to Section 23.2, Releasees (as defined below) aggregate liability to you in respect of all claims arising out of or in connection with the Client Agreement (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to the aggregate amount of the deposits less withdrawals on your Account.
- 23.2. In no event shall the company or any of its subsidiaries, parent entities, affiliates, distributors, suppliers, and each of their respective employees, officers, directors, shareholders or agents ("**Releasees**") shall not be responsible for:
- 23.2.1. Any loss, expense, cost or liability (together 'loss') you may suffer or incur, except to the extent that such loss results from the Releasees or any other person's (including without limitation Telegram) negligence or willful misconduct.
 - 23.2.2. Any indirect or consequential damages, including but not limited to loss of anticipated profits, business opportunities, or any related costs and claims, resulting from or associated with the Client Agreement, regardless of the cause.
 - 23.2.3. Any loss incurred due to an error in an Order or instruction, whether genuine or merely appearing to originate from an Authorized Person.
- 23.3. Nothing in this Section 23 shall limit or exclude either party's responsibility for fraud or intentional misrepresentation, whether committed by the party itself or by its employees, agents, or representatives.
- 23.4. You acknowledge that the Platform has not been customized to fit your specific personal or business requirements. It is solely your responsibility to assess whether its features and capabilities meet your needs.
- 23.5. You accept that the Platform may not be entirely free of technical issues or minor defects, and you agree that such imperfections shall not be considered a breach of the Client Agreement.

- 23.6. The Client Agreement defines the full extent of our responsibilities and commitments concerning the Platform's provision. No additional guarantees, warranties, or implied conditions apply unless explicitly stated in the Client Agreement.
- 23.7. You shall compensate and protect the Releasees from any damages, expenses, or legal liabilities resulting from:
- 23.7.1. Your failure to uphold obligations under the Client Agreement.
 - 23.7.2. Our enforcement of rights granted within the Client Agreement, except in cases where our negligence or intentional misconduct is at fault.
 - 23.7.3. Your failure to uphold obligations under the [Telegram Mini App Terms](#), [Telegram Terms of Service](#), [Telegram Privacy Policy](#) or the [Telegram Wallet Agreement](#).
 - 23.7.4. Any inaccurate, incomplete, or erroneous instructions received from an Authorized Person, or any action taken in reliance on instructions that reasonably appear to have come from an Authorized Person.
- 23.8. Additionally, you agree to cover any costs we incur, including legal fees, in enforcing the terms of the Client Agreement.
- 23.9. Unless we are directly responsible due to negligence, we are not liable for, and you release us from any claims related to:
- 23.9.1. Delays, errors, or failures on your part in executing any reasonable instructions provided by us.
 - 23.9.2. Incorrect or incomplete instructions submitted by you.
 - 23.9.3. Any third-party reliance on Financial Data supplied on a best-efforts basis, whether used to process transactions on the Platform or for any other purpose.
- 23.10. Should any claim arise under this Section, we will promptly inform you in writing and allow you to take part in its defense at your own cost. You are not permitted to negotiate or settle such claims without obtaining our prior written approval.

24. DISCLAIMER

- 24.1.** Releasees, expressly, do not guarantee that:
- 24.1.1. The Platform will align with your unique expectations or specific needs.

- 24.1.2. Your hardware, software, or network connections will seamlessly integrate with the systems we use to operate the Platform.
- 24.1.3. Your experience using the Platform will be continuous, secure, or without errors.
- 24.1.4. Releasees can prevent third-party interference or disruptions affecting the Platform's functionality.
- 24.1.5. Any issues or defects within the Platform will be promptly fixed.
- 24.1.6. Every possible bug, glitch, or vulnerability will be identified and addressed.
- 24.1.7. That any Telegram-related service or feature, including without limitation Telegram Wallet, would function properly and will not result in any damage or harm to you or to any other person.
- 24.2. Alert Messages are transmitted over public communication networks, and we make no assurances that:
 - 24.2.1. Your device(s) will be compatible with the Alert Messages we send.
 - 24.2.2. You have properly configured your device to receive such messages.
 - 24.2.3. Your device will successfully receive every Alert Message.
- 24.3. If you opt to receive Alert Messages through multiple channels, we retain the right to send notifications via one or more of those channels, at our discretion.
- 24.4.** The Releasees assume no responsibility, disclaim, and shall not be held liable for any:
 - 24.4.1. Internet disruptions, connectivity failures, or communication delays affecting your access to the Platform or to any Telegram-related service, including without limitation Telegram Wallet.
 - 24.4.2. Loss, corruption, or lack of backup of any of your data, whether stored within the Platform or elsewhere.
 - 24.4.3. Security breaches arising from third-party software, external network services, or circumstances beyond our reasonable control, including without limitation any Telegram-related service.
 - 24.4.4. Security features or support services we may voluntarily provide outside the scope of the Client Agreement.
 - 24.4.5. Any use of the Platform that does not strictly adhere to the Client Agreement or the technical documentation we provide, whether

via our mini-app, bot, website or other means.

24.5. With respect to any Financial Data or other information the Releasees or external service providers supply to you through the Platform:

- 24.5.1. Except in cases of our negligence, neither the Releasees nor any third-party provider are responsible for inaccuracies or omissions in the data.
- 24.5.2. Except in cases of our negligence, neither the Releasees nor any third-party provider are liable for any decisions you make—or fail to make—based on such information.
- 24.5.3. You may only use such data or information in accordance with the purposes stated in the Client Agreement.
- 24.5.4. The data or information remains the proprietary property of us and our third-party providers. You are prohibited from sharing, redistributing, publishing, or disclosing it, except as required by applicable regulations.
- 24.5.5. Your use of such data or information must comply with all Applicable Laws.

25. PLATFORM POINTS

- 25.1. You acknowledge and agree that Platform Points have no monetary or economic value and cannot be withdrawn, redeemed for cash, or exchanged for any Crypto Asset or fiat money.
- 25.2. For the avoidance of doubt, we, or any other related person or any person acting on our behalf, are under no obligation to issue any Crypto Asset, including but not limited to any asset representing Platform Points or in exchange for Platform Point.
- 25.3. You acknowledge and understand that the Company may allow you, subject to all Applicable Laws and the terms of the Client Agreement, at Company's own discretion, to obtain Platform Points if you possess digital virtual currency or points earned from designated third party platforms ("**Outside Platform(s)**"), as chosen by the Company in its sole discretion. In this regard, we will inform you of the designated Outside Platforms and digital virtual currencies or points which will entitle you to the Platform Points. For the avoidance of doubt, Outside Platforms are unrelated third parties, which are not related to or controlled by the Company. In order to obtain Platform Points in such case, you are required to upload a high quality screenshot of your digital virtual currency or points account balance from the Outside Platform and send such screenshot to us via TonTrader Telegram bot available at: <https://t.me/TonTraderCryptoBot>. The amount of the Platform Points that will be allocated to you is subject to the ratio

chosen by the Company in its sole discretion. The Company reserves the right to limit or stop such allocation at any time in its sole discretion, without any liability.

- 25.4. The Releasees shall not be held liable for any claims or disputes that may arise from your activity on any Outside Platform, or as a result of the allocation of our Platform Points to you.
- 25.5. The Company may allow you, subject to all Applicable Laws and the terms of Client Agreement, at Company's own discretion, to obtain Platform Points for conducting certain activities. The Company reserves the right to limit or stop such allocation at any time in its sole discretion, without any liability.
- 25.6. You acknowledge that, in any case, you must comply with all terms of the Client Agreement, as well as, for the avoidance of any doubt, all Company's terms and policies, as well as with all Applicable Laws.
- 25.7. The Company, at its sole discretion, may restrict you from obtaining Platform Points if you violate any terms of the Client Agreement or any of its policies, or any Applicable Law.

26. RECORDS

- 26.1. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our discretion. You will not object to the admission of our records which may be required as evidence in any legal or regulatory proceedings.

27. RELATIONSHIP BETWEEN THE PARTIES

- 27.1. You will open each Transaction with us as principal and not as agent for any person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a client of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.
- 27.2. Dealings with you will be carried out by us on an execution-only basis in accordance with our order execution policy unless otherwise agreed by us in writing. We do not and will not provide advice on the merits or suitability of any particular Transaction. You agree that, unless otherwise provided in the Client Agreement, we are under no obligation:

- 27.2.1. To monitor or advise you on the status of any Transaction.

27.2.2. To dispatch Margin Call Alerts or advise you that you are in breach of Section 19.1.

27.2.3. To close any Transaction that you have opened, notwithstanding that previously we may have taken such action in relation to that Transaction or any other.

27.3. You hereby acknowledge and declare that in respect of all dealings conducted by you on the Platform, you rely on your own judgment in opening, closing, or refraining from opening or closing a Transaction and that we will not, in the absence of fraud or negligence, be liable for any losses (including, without limitation, indirect losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information including the Financial Data, given to you on a best endeavors basis, including, information relating to any of your Transactions with us. The Financial Data provided to you is for your convenience only and does not constitute financial or investment advice. Subject to our right to void or close any Transaction in the specific circumstances set out in the Client Agreement, any Transaction opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.

27.4. Before you begin to trade with us, you acknowledge that you are aware of all Spreads, fees, commissions, interest and other charges for which you will be liable under the Client Agreement. These charges will affect your Account balance and your trading net profits (if any) or increase your net losses, as the case may be.

28. ENTIRE AGREEMENT AND CONTROLLING VERSION

28.1. The Client Agreement constitute the entire agreement between the parties regarding the parties in respect of the matters dealt with therein. The Client Agreement supersede all prior written or oral agreements between the parties in respect of their subject matter.

28.2. You acknowledge that these Terms and any other part of the Client Agreements have been prepared in English. If any of the Terms or of any other part of the Client Agreements is translated into another language, it is done solely for the Clients' convenience, and the English language text and the definitions and interpretations in the English language shall, in any event, prevail. Any translation provided may not accurately represent the information in the original English language version of these Terms or any other part of the Client Agreements.

29. SEVERABILITY

29.1. If any provision of the Client Agreement is found by any court or

administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Client Agreement which will remain in full force and effect.

- 29.2. If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

30. ADDITIONAL SERVICES AND PROMOTIONS

- 30.1. You acknowledge that we may provide the Platform to other parties and agree that nothing herein will be deemed or construed to prevent us from providing such services.
- 30.2. You may, under certain conditions and in accordance with Applicable Law, participate in various promotions or contests offered by the Company. You hereby acknowledge and accept that participation in such promotions or contests are subject to additional terms and conditions. By entering into or participating in any promotion or contest on our Platform, you hereby agree to the terms and conditions applicable to such promotion or contest as will be presented to you on the Platform or otherwise on our services.

31. WAIVER

- 31.1. The failure or delay in asserting any right or remedy granted under the Client Agreement, or under legal or equitable principles (or the ongoing execution of the Client Agreement), shall not constitute a waiver of that right or remedy, or a waiver of any other rights or remedies. Similarly, granting a waiver for a violation of any term within the Client Agreement does not imply a waiver for other violations and does not alter the remaining terms of the Client Agreement.
- 31.2. The rights and remedies outlined in the Client Agreement are intended to be cumulative and, unless explicitly stated otherwise within the Client Agreement, do not exclude or limit any rights or remedies provided at law or in equity.

32. ASSIGNMENT

- 32.1. You may not assign or transfer any of your rights or obligations under the Client Agreement, whether by operation of law or otherwise, without our prior written consent.
- 32.2. You acknowledge and agree that we may assign our rights or obligations under the Client Agreement to any third party without prior written

consent. Subject to the foregoing, the Client Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.

33. PRECEDENCE

- 33.1. In the event of a conflict between any of the provisions of these Terms and any other part of the Client Agreements or policy, the terms of these Terms shall prevail.

34. GOVERNING LAW AND JURISDICTION

- 34.1. These Terms shall be governed by, and construed and enforced in accordance with, the laws of Saint Lucia without giving effect to principles of conflicts of law, and the applicable courts of Saint Lucia shall have exclusive jurisdiction over the parties hereto and subject matter hereof. You agree all Transactions carried out on the Platform are governed by Saint Lucia law regardless of the location of the Client.

35. COMPLAINTS

- 35.1. If you have a complaint in respect of the Platform or the services provided by the Company, such a complaint should be made in writing and sent to the following email address: requests@tontrader.com
- 35.2. We will handle complaints in accordance with our internal complaints handling procedures and will make efforts to come to a satisfactory solution promptly and fairly to the best of our ability.
- 35.3. All correspondence, documents and communications between you and us shall be in English.

36. CONTACT US

- 36.1. If you have any questions about these Terms or the Platform, including any service provided by the Company, in general, please contact us at: requests@tontrader.com. Subject to the content of your inquiry, the Company may request that you provide additional information in order to allow the appropriate handling of your inquiry.