

# USER AGREEMENT

Updated March 1, 2019

## INTRODUCTION

By accessing and using the WCX website (our or this "Website"), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these "terms"), as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be modified, changed, supplemented or updated by WCX ("Company", "we", "us" or "our") in its sole discretion at any time without advance notice. Your continued use of this Website will confirm your acceptance of these terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using this Website and any information, links or content contained on this Website.

The purpose of our Website is to provide you with exchange and trading services for digital currencies and assets. By accessing, viewing or downloading information from this Website and using the services provided by WCX, you acknowledge that you have read, understood, and unconditionally agreed to be bound by these Terms. WCX may at any time, without notice, amend these Terms. You agree to continue to be bound by any amended terms and conditions and that WCX has no obligation to notify you of such amendments.

You must not use this Website, if you have any objection to any of these Website Terms And Conditions.

**WCX is NOT available to residents of the United States of America or any other jurisdiction where such services may be restricted.**

## **INTELLECTUAL PROPERTY RIGHTS**

WCX and its licensors retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. WCX reserves all rights not expressly granted.

Any unauthorized reproduction is prohibited.

You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish or create derivative works from any part of the content, format or design of this Website.

If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of WCX or any third party, whether by estoppel, implication or otherwise.

## **PROHIBITED USES AND RESTRICTIONS**

You may not:

1. use the Website in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband digital assets, funds, or proceeds;
2. trade or obtain financing on the Website with anything other than funds, keys, or digital assets that have been legally obtained by you and that belong to you;

3. use the Website to interfere with or subvert the rights or obligations of WCX or the rights or obligations of any other Website customer or any other third party;
4. trade using inaccurate information presented by the Website or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
5. use the Website to engage in conduct that is detrimental to WCX or to any other Site customer or any other third party;
6. falsify or materially omit any information or provide misleading information requested by WCX, including at registration;
7. reverse-engineer, decompile, or disassemble any software running on the Website;
8. attempt to harm WCX or any third party through your access to the Site or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law;
9. use this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity
10. engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
11. use automated means outside the WCX API (including but not limited to scripting, harvesting bots, robots, parser, spiders or screen scrapers) to place orders or trades, or to obtain, collect or access any information on the Website or of any User for any purpose;
12. undermine the security or integrity of WCX's computing systems or networks or, where the service is hosted by a third party, that third party's computing systems and networks;  
and
13. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the services or to operate the Website except as is strictly necessary to use either of them for normal operation;

If WCX determines that you have engaged in any prohibited use as described above, WCX may decide to immediately terminate your account and provide all appropriate information to law enforcement.

## **TRANSMISSION OF ORDERS**

The Client agrees that any orders, once placed or activated, cannot be revoked, amended, or refunded in any case, including in cases where the company may run into technical issues or outages relating to, but not limited to, price data feeds, risk management, or fund management.

The Client acknowledges and accepts these risks of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures, as well as the risks of delays or other problems that may arise, and agrees to indemnify WCX in full for any loss incurred as a result of such orders.

The Client also acknowledges and accepts the risk that their orders may be placed by unauthorized persons and agrees to fully indemnify WCX in such a case as WCX has no responsibility as to the identity of the person placing the order.

The Client also acknowledges and accepts that WCX has the right to close, suspend, freeze, refuse or cancel any transaction or trade, without prior notice to the Client, in cases relating to illegal manipulation of the market or the Trading Platform, abusive exploitation of insider information, contribution to illegal activities such as money laundering, insufficient funds, and failure to fulfill obligations by the Client.

## **RISKS**

You are solely responsible and liable: for any and all trading and non-trading activity on the Website and for your account on the Website; and, for knowing the true status of any position or contract with any other party on the Website, even if presented incorrectly by the Website at any time. You acknowledge and agree: to be fully responsible and liable for your trading and non-trading actions and inactions on the Website and all gains and losses sustained from your use of the Website and any of the Services; to be responsible for any negative balance in your account(s) on the Website; to be fully responsible and liable for all of your obligations

with respect to any financing activities on the Website; and, to be fully responsible for safeguarding access to, and any information provided through, the Website, including, but not limited to, private keys, usernames, passwords, and bank account details. There is no guarantee against losses on the Site.

## **NO WARRANTIES**

This Website is provided "as is," with all faults, and WCX makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

By signing up to WCX, the Client acknowledges and accepts that the Services provided by WCX may go down at any time (temporarily) without prior notification.

## **SERVICE PERFORMANCE**

WCX denies all liability for the timely operation of the Website when used within an Internet environment, where you or a third party is providing the computer equipment upon which the product is depend upon for any part of its functionality.

By using this service you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of WCX. You accept that WCX is not liable for any perceived slow operation of the Website.

You understand that the market data WCX provides is given "as is," with all faults, and WCX makes no express or implied representations or warranties, of any kind related to this data.

## **CONDITIONS**

WCX is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer

online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that restrict Users based on their location), including without limitation any injury or damage to any user's or any other person's computer or video equipment; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, trades and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE WEBSITE IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WCX RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to comply with these Terms will result in immediate account closure.

## **ANTI-MONEY LAUNDERING**

WCX is committed to providing customers with safe and reputable trading services. Accordingly, WCX insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of suspicious transactions and mandatory reporting to international regulators. WCX needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and WCX hereby expressly reserves the right to keep such information and documentation.

WCX reserves the right to refuse registration to, or to bar transactions from or to, or terminate any relationship with, any customer for any reason (or for no reason) at any time. This includes, but is not limited to, anyone from or in jurisdictions that do not meet international AML-CTF standards as set out by the FATF; anyone that is a Politically Exposed Person within the meaning of the FATF's 40 Recommendations; or, anyone that fails to meet any customer due diligence standards, requests, or requirements of WCX. At all times, you may be subject to enhanced customer due diligence procedures in your use of the Website.

## **NO CLASS PROCEEDINGS**

You and WCX agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one WCX user cannot and may not affect any other WCX users.

## **INDEMNIFICATION**

You hereby indemnify WCX to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **FORCE MAJEURE**

Neither party is liable for delay in meeting its obligations due to any cause outside its reasonable control including acts of god, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority.

## **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **SURVIVAL**

Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by WCX of such provision to provide for enforcement of the provisions intent, to the extent permitted by applicable law.

## **ASSIGNMENT**

WCX shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.