

TERMS OF SERVICE

Last updated: May 05, 2020

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. NOTE THAT SECTIONS 14 AND 15 CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE YOU SHALL NOT USE OUR SERVICES.

This document acts as an agreed upon terms of use ("Terms") between you ("User," "you") and Scalpex Limited or any other entity authorized by Scalpex Limited (the "Company," "us" or "we"). You accept these Terms when you access Company's website <https://scalpex.com> (including and all subdomains, collectively, the "Website") and/or use Company's services or any other features, technologies or functionalities offered by Company through the Website or any other means (collectively, the "Services").

These Terms shall enter into force at the time you first access the Website or use Services. If you disagree with any provision of these Terms you shall cease using the Website or any Services immediately. You have read, understood and agree with these Terms and any provisions thereof. Websites accessible through hyperlinks on the Website do not form an integral part of these Terms. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and acknowledge that such entity shall be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to "you" in these Terms refer jointly to you and such entity).

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the "Last updated" field above accordingly, or by any other method we deem appropriate. We are not obligated to provide notice by any other means. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Website and/or use the Services.

1. Services. Subject to these Terms, the Company will provide you with a certain limited services ("Services") that allow you to trade and make/initiate transactions and/or operations ("Transactions") regarding certain digital assets (Bitcoins or other digital assets available from time to time) ("Digital Assets") available for you from time to time on the Website on the terms and conditions described herein and according to such certain services terms and conditions. The Company nor facilitate or participate in such Transactions, rather provides you with technical equipment and instruments that may be used by you. In using the Website and the Services, you represent and warrant that you have sought or otherwise make yourself familiar with all the necessary information and you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with our Services and Website. Use of the Services and/or the Website may be subject to a certain limitations, including, but not limited to, Transactions volumes, permitted number of calls and other limitations that may be set by the Company in its sole discretion from time to time.

2. Qualifications of User in Order to Use the Website and the Services. You hereby represent and warrant that you are at least eighteen (18) years of age, are legally eligible to use the internet and services similar to those provided by the Company (according to the laws of any relevant jurisdiction in which you reside) and have not had your right to use the Services previously suspended or revoked by us. You may neither use the Website or the Services if you are located in, or a citizen or resident (tax or otherwise) of any state, country or another jurisdiction where use of the Website or the Services would be illegal or prohibited or otherwise violate any applicable laws and regulations, including, but not limited to, if you are (i) a permanent residence permit (green card) holder in the United States of America, or (ii) a citizen or a resident (tax or otherwise) of the United States of America, Puerto Rico, the Virgin Islands of United States, or any other possessions of the United States of America, the province of Québec in Canada, Crimea and Sevastopol, Iran, Syria, North Korea or Sudan. You represent and warrant that you are not a citizen or resident (tax or otherwise) of any such jurisdiction and that you will not use neither the Website, nor the Services while located in any such jurisdiction ("Restricted Person"). The Company may implement controls to restrict access to the Website and/or the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if the Company's methods to prevent use of the Website and/or the Services are not effective or can be bypassed.

3. Representations and Warranties. In connection with the use of our Website, Services, setting up of an Account, making/initiating of Transactions, you represent and warrant the following: (a) you are aware of these Terms and other mandatory documents and have acquired sufficient information and understanding about the Services, Transactions and Digital Assets; (b) you have satisfied yourself as to the full observance of the laws and regulations of your jurisdiction and any other applicable laws and regulations in connection with any use of the Website and the Services; (c) your use of the Website or the Services will not violate any applicable laws and regulations of your jurisdiction; (d) you are not a

Restricted Person and you are not acting on behalf of any unrevealed third party, including a Restricted Person; (e) you have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Asset that you decide to make a Transaction with; and (f) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Assets, our Website or Services; (g) you not use the Website and/or the Services for any criminal, illegal, or otherwise prohibited use, including, but not limited to, activities related to money laundering, drug trafficking, human trafficking, weapons trafficking, terrorism, securities fraud, tax evasion, or market manipulation; (h) you will not use our Website and/or Services to assist any other party in such illegal activities; (i) you hereby agree, represent and warrant that neither the Company nor any of its Affiliates in no case may be a party to a Transaction and the Company provides you with no guarantees and/or warranties regarding any terms or conditions in a Transaction or its due performance;

4. Registration of an Account. You may be required to register an account to access some or all of our Services ("Account"). To register an Account, you may be asked to confirm your email address and other information requested by the Company in a manner deemed suitable for the Company. While registering an Account you represent and warrant that all and any information and documents you provided are current, complete and accurate. You agree to promptly notify the Company of any changes to any information and/or documents that would cause the information provided upon your Account's creation to no longer be current, complete or accurate. You agree that only you will be accessing and using your Account, and you may not transfer the right of its use or disclose any login credentials to a third party without our express prior written consent. You agree to take full responsibility for any activity that occurs through the use of your Account and may not transfer any such responsibility to any third party. You agree to notify the Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Website or Services. Unless your Account is opened on behalf of an entity, you will use the Services and your Account only for your own purposes and not on behalf of, or for the purposes of, any third party. If your Account is opened on behalf of an entity, you will use the Services and your Account solely for the purposes of the specified entity you represent.

When it is required by the applicable laws and/or on the Company's sole discretion you may be required to provide proof of identity, residence verification and pass any other screening procedures regarding you, your Account, your funds or Transactions made or initiated by you using the Website. If you refuse to provide said information/documents or it will be determined that you otherwise may not use our Website and/or Services for any reason, you will be denied using the Website and/or Services without any liability for the Company. The Company will have no liability or responsibility for any permanent or temporary inability to access or use the Website and/or any Services, including your inability to interact with service providers and/or other users through the Website, as a result of any identity verification or other screening procedures.

5. Company's Fees. The Company will charge you with a fee for the Services in accordance with this section. Applicable fees will be displayed during the course of the Services on the Website. In the case due to blockchain fees fluctuations, due to technical reasons including, but not limited to, forks, delays in transactions, attacks on blockchain or other technologies, the Website, the Company hereby reserves the right to change the amount of fees to be charged. In addition, the Company reserves the right to waive and/or reduce any fee at any time, with or without notice. Neither the Company nor any of its Affiliates have no control over the fees to be charged by a blockchain.

6. Used-Generated Content. When accessing the Website and/or using the Services, the Company in its own discretion may provide you with the right to submit content (text, graphics, pictures, images and etc.) that maybe displayed on the Website and/or may be accessible through the Services by you and other Users. You represent and warrant that you have all necessary rights in and to any content that you submit or otherwise post, that such content does not infringe on any intellectual property rights or any other rights of third parties, that all such content is accurate and will not cause injury or damages to any person and that you will not hold liable and will indemnify the Company and any of its affiliates and their shareholders, members, directors, officers, employees, vendors, content providers, agents and representatives against any and all claims arising out of or in connection with the content you submitted. Once you submit or otherwise post such content, you expressly grant the Company the complete, worldwide, royalty-free, fully sublicensable and irrevocable right to quote, repost, use, reproduce, modify, adapt, publish, translate, create derivative works from, display, distribute, transmit, and broadcast such content, including, without limitation, the name you submit in connection with such content, in any form, with or without attribution to you, and without any notice or compensation to you of any kind. We reserve the right to immediately remove any content that may be considered, at our sole discretion, in violation of the rights of any third party.

7. License and Termination. The Company grants you a limited, non-exclusive, revocable, non-transferable license (the "License") to access and use our Website, Services, and any content thereof. This License is subject to these Terms. Any other use of the Services and Website not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by the Company and our affiliates, contractors, agents, representatives, suppliers and licensors, and any of their directors, officers, employees, agents or representatives (collectively, "Affiliates"). All copyright, any other intellectual property rights and any other rights to all content, including user-generated content, and other materials

published on the Website and provided by our Services, including, but not limited to, APIs, logos, designs, content, text, graphics, pictures, information, data, software, sound files, any other files, and the selections and arrangements thereof (collectively, the "Materials") are the proprietary property of the Company or our licensors or suppliers and are protected by law. This License does not permit you (a) any resale of the Materials or any portion thereof; (b) any distribution, public performance or public display of any Materials or any portion thereof; (c) modifying or otherwise making any derivative works (uses) of the Materials or any portion thereof; (d) claiming ownership, licensing, deconstruction, reverse engineering, altering, incorporating into any other works or websites, or otherwise exploiting any such content or functionality without the Company's express prior written consent.

The Company may in its sole discretion terminate, suspend (partly or in full) or otherwise limit your License, and Services that may be provided to you, without prior notice or liability for any reason whatsoever, including, but not limited to, (a) in the case breach any provision of these Terms, (b) when the Company is required by law to do so, (c) using of the Website and/or the Services to scam other users or for any other unlawful purpose, (d) in the case of reports that your communications with other users are offensive, abusive, defamatory or otherwise unlawful, (e) change in applicable to the Company, the Website or the Services laws and regulations. In the case of License termination, suspension or another limitation, your Account and access to the Website and the Services will be accordingly canceled or otherwise terminated or suspended. Nothing in these Terms or in any other communication or action by the Company or our Affiliates shall be taken as a waiver of any legal remedies available for any event causing termination. All provisions of these Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

8. The Company Does Not Provide Legal, Financial or Other Professional Advice. In no way should our provision of Services and/or the Materials published on the Website be considered legal, financial or any other kind of specialized or expert advice, and you may not rely on any such information. In using the Website or the Services, you represent and warrant that you have sought any necessary legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to independently evaluate the risks and merits associated with our Services and the Website. You represent and warrant that you understand that any recommendations or commentary made by the Company or its employees or other users should be considered of general nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statements. We give no assurance as to the accuracy or completeness of any such statement. Any information displayed and/or published on the Website and/or provided through our Services is for informational purposes only. Any information regarding purchase, sell and/or use of cryptocurrencies is provided for informational purposes only and you hereby represent and warrants that such actions/omissions based on such information may be associated with a high degree of risk. The list of risk factors below is not exhaustive and there may exist other risks, which the Company cannot reasonably forecast. You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any cryptocurrency that you decide to deal with; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any cryptocurrency you decide to deal with. You hereby confirm and agree that the Company will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Company and its shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives related to any of the risks set forth herein.

9. Disclaimer of Warranties and Guarantees. The Company does not guarantee any level of performance or the continued, uninterrupted availability of the Services and the Website. We do not guarantee the accuracy of any information provided on the Website. We hereby disclaim all warranties and representations that not expressly made in these Terms. You agree that neither the Company nor its Affiliates in no case will be responsible for whatsoever for any Damages caused by the interception, loss or alteration to any information sent over the Internet or through of any Transaction. The Company takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If the Company believes its Website or any Services has been compromised or is under attack, the Company reserves the right to immediately stop all Services provided through the Website and/or Website. The Company makes no representation and does not warrant the safety of the Website and Services, and is not liable for any Damages, lost value or stolen property, regardless of whether the Company was negligent in providing appropriate security.

9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE WEBSITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AVAILABILITY, TIMELINESS, QUALITY, STABILITY, ACCURACY OR COMPLETENESS OF THE WEBSITE AND THE SERVICES OR RESULTS OBTAINED BY USING THE WEBSITE AND THE SERVICES, AND QUALITY OF THE WEBSITE AND THE SERVICES, (II) WE DO NOT REPRESENT OR WARRANT

THAT THE WEBSITE AND THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE WEBSITE AND THE SERVICES WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR WEBSITE AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE AND OUR AFFILIATES ASSUME NO LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND ITS AFFILIATES MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE OR THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED BY A REASON OF ANY DEFECT OF SOFTWARE OR BY A REASON ON THE PART OF THE COMPANY OR ITS AFFILIATES, ERROR-FREE OR WILL BE AVAILABLE, ACCESSIBLE, FUNCTIONAL TWENTY FOUR HOURS A DAY OR WILL BE FUNCTIONAL AS IT DESIGNED.

9.2. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD THE COMPANY AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, CLAIMS, DEMANDS, ACTIONS, LOSSES, EXPENSES AND LIABILITIES OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES) (COLLECTIVELY, THE "DAMAGES") INCURRED OR SUFFERED BY THE COMPANY OR ANY OF ITS AFFILIATES ARISING OUT OF, OR IN CONNECTION WITH, ANY THIRD PARTY CLAIM, DEMAND OR ACTION, INCLUDING ANY CLAIM, DEMAND OR ACTION (COLLECTIVELY, THE "CLAIMS") MADE BY ANY THIRD PARTY TO THE EXTENT SUCH ACTIONS ARE BASED UPON OR ARISES OUT OF OR IN CONNECTION WITH (A) THESE TERMS, REPRESENTATIONS OR WARRANTIES OR ANY BREACH OF THEREOF BY YOU, (B) UNAUTHORISED USE OF YOUR ACCOUNT, (C) ANY ACTION TAKEN OR OMISSION MADE BY YOU IN CONNECTION WITH THE WEBSITE OR THE SERVICES, (D) ANY USE OF OUR WEBSITE AND SERVICES BY YOU, (E) ANY TRANSACTION, (F) ANY ACTION, OMISSION OR DELAY ON YOUR PART IN CONNECTION WITH ANY DISPUTE, (G) ANY FAILURE BY YOU TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS OR INSTRUCTIONS AND/OR RECOMMENDATIONS PROVIDED TO YOU BY THE COMPANY, (H) ANY YOUR INFRINGEMENT OF OUR OR OUR AFFILIATES' INTELLECTUAL PROPERTY, (I) ANY VIOLATIONS OF THE LAWS OR REGULATIONS OR VIOLATION OF ANY RIGHTS OF ANY OTHER PERSON OR ENTITY MADE BY THE COMPANY AND ITS AFFILIATES, (J) ANY ACTIONS TAKEN OR OMISSIONS MADE BY YOU.

11. Liability and Limitation of Liability

11.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WEBSITE AND SERVICES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE OF THE WEBSITE OR SERVICES, EXCEED THE AMOUNT YOU PAY TO US FOR OUR SERVICES FEE.

11.2. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.3. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES FOR ANY DAMAGES THAT ARISES OUT OF, OR IS CONNECTED WITH, ANY OF THE OCCURRENCES DESCRIBED ABOVE EXCEED THE GREATER OF \$50 OR THE COMPANY'S FEES FOR SERVICES THAT YOU PAID TO US FOR THE SERVICE WE PROVIDE THROUGH THE SERVICES DURING THE MONTH DURING WHICH THE INCIDENT OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF US AND OUR AFFILIATES.

12. Release. To the fullest extent permitted by applicable law, you release the Company, its affiliates and their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives from responsibility, liability, claims, demands and/or damages (actual and consequential) of any and every kind and nature, known or unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of the Services and the actions or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the

coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

13. Applicable Law and Venue. The validity, interpretation, construction and performance of these Terms, and all actions and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with laws of England and Wales, without giving effect to principles of conflicts of law.

14. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

15. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. All Disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by an arbitration established in accordance and under the rules of the place where the Company is incorporated.

16. Survival and Severability. Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise unenforceable or invalid for any reason, then that provision will be severed, and the rest of these Terms will remain intact and enforceable.

17. Integration. Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. Any ambiguities in these Terms shall be construed in the light most favorable to the Company.

18. Act of God. Company's performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts or omissions of any third party, including, but not limited to, failures of blockchain and any other technologies failures used in the course of the Services.

19. Notices. You agree that email indicated by you while registering your Account is valid for any notices and communications under these Terms. Any notices and communications posted by us in your Account will be considered as duly delivered once posted.

20. Change of Terms. The Company may amend these Terms at any time and in its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

21. Contact Us. If you have any questions about these Terms, please contact us at support@scalpex.com.