

SPOT TRADING USER AGREEMENT

1. GENERAL.

By signing up to use the Spot Trade account, the Spot Trade API, and/or any associated websites or mobile applications (collectively the “Coins exchange site” or “Site”), you agree to comply with and be legally bound by this Agreement as well as the MC Digital Services PTY Ltd (“MC Digital”) Terms of Service, as revised from time to time.

1.1 As used in this Agreement, “Spot Trade” refers to the spot trading service offered on the exchange operated by MC Digital, including, without limitation, its owners, directors, investors, employees or other related parties. Depending upon the context, “Spot Trade” may also refer to the services, products, website, content or other materials (collectively “Spot Trade Services” or “Services”) provided by MC Digital .

MC Digital , is duly licensed and registered with the Financial Services Commission of Mauritius.

1.3 Order Book Exchange. Spot Trade offers an order book for various Digital Currency and Fiat Currency trading pairs (each an ‘Order Book’). Refer to your Spot Trade account to determine which Order Books are available to you, as they might change from time to time. The Service operated by Spot Trade allows buyers (“Buyers”) and sellers (“Sellers”) to buy and sell Digital Currencies.

1.4 Access to the Service. Depending on your country of residence, you may not be able to use all the functions of the Site. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this Site and Services. As long as you agree to and comply with this Agreement and the general Terms of Service for coin.xyz, you are granted the personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Site and the Service.

1.5 Your Account. Your Spot Trade account consists of the following:

- A dedicated Hosted Digital Currency Wallet for each Digital Currency offered for Spot Trade
- A dedicated Fiat Currency Wallet.
- Associated user tools, accessible on website and through API

1.6 Risks. Please note the following risks of using the Spot Trade Services:

- Digital currency purchased using a bank account or credit card may be reversed at a later time, for example, if such a payment is subject to a chargeback, reversal, claim or is otherwise invalidated.
- A digital currency transaction may be unconfirmed for a period of time (usually less than one hour, but up to one day) and never complete if it is in a pending state.
- Holding and trading digital currency is a high risk. The price or value of digital currency can change rapidly, decrease, and potentially even fall to zero, and could cause large losses. Please consider carefully before purchasing or holding any digital assets, taking into consideration your financial circumstances.
- Unlike other commodities or currencies, Cryptocurrencies have inherent and unique risks. They are backed by technology and trust. There is no central bank that can issue more currency or take corrective measures to protect the value of Cryptocurrencies at any given moment.

- Legal Risk: The legal status of certain Digital Currencies may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more Digital Tokens constitute property, or assets, or rights of any kind may also seem unclear. Participants are responsible for knowing and understanding how Digital Tokens will be addressed, regulated, and taxed under applicable law.

3. ACCOUNTS.

The following should be read in conjunction with the MC Digital Terms of Service.

3.4 By using a Spot Trade account you agree and represent that you will use the account only for yourself as account owner, and not on behalf of any third party, unless you have obtained prior approval from us. You may not sell, lease, furnish or otherwise permit or provide access to your Spot Trade account to any other entity or to any individual that is not your employee or agent, if you maintain a business account. In such cases, you accept full responsibility for your employees' or agents' use of your Spot Trade account, whether such use is directly through our website or by other means, such as those facilitated through API keys, and/or applications which you may authorise. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into including identifiers, permissions, passwords, and security codes associated with your Spot Trade account.

You are responsible for maintaining the confidentiality of your Account information, including your password, safeguarding your own Cryptocurrencies, and all activity including transactions that are posted to your Account. If there is suspicious activity related to your Account, we may, but are not obligated to, request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept termination of your Account. You are required to notify us immediately of any unauthorised use of your Account or password, or any other breach of security, by email to SpotTrade.support@MCDigital. Any user who violates these rules may be terminated, and thereafter held liable for losses incurred by MC Digital or any user of the Site.

3.9 Minimum allowable trade is 50 USD/EUR/GBP in value.

3.10 Deposits. You may fund your Spot Trade Account by depositing Digital Currency and/or Fiat Currency from your MC Digital Account, Bank Account or an external Digital Currency address into your Spot Trade Account, as they might be available from time to time. Funds in your Spot Trade Account can be used only to trade on the Spot Trade. If you are funding from your MC Digital account, you hereby authorise MC Digital to initiate debits from your MC Digital wallet in settlement of such transactions. MC Digital is not a depository institution and your MC Digital Account and/or Spot Trade Account is not a depository account. The use and concept of "deposit" in this Agreement and as applied to your act of transferring, receiving, holding of Digital Assets and/or Fiat Currency for credit to your MC Digital Account, Bank Account or an external Digital Currency address into your Spot Trade Account does not give rise to a deposit under the Banking Act or related laws and jurisprudence.

3.11 Withdrawals. You may withdraw Digital Currency from your Spot Trade Account by transferring to your MC Digital wallet or to an external Digital Currency address.

Note that all deposits to and withdrawals from your Spot Trade Account may be subject to limits, as they may be advertised in your Spot Trade account and/or MC Digital wallets.

3.12 Fees. MC Digital may also charge a fee on certain deposit or withdrawal methods. All such fees will be clearly advertised in your Spot Trade Account. For any Trading Fees, by placing an order on Spot Trade, you agree to pay all applicable fees and you authorize MC Digital to automatically deduct fees directly from your Spot Trade Account.

Inactive Accounts. MC Digital may charge inactive maintenance fees of USD/EUR/GBP 50 cents/pence/month to MC Digital Wallets that have not been used for any monetary transaction at least twelve (12) months from date of the last transaction.

The inactive maintenance fee shall be automatically debited from the User's MC Digital Wallet. For the avoidance of doubt, the MC Digital Wallet is considered inactive if it has no monetary activity for at least twelve (12) months from the date of the last transaction;

3.14 Suspension and Cancellation. We may suspend your Spot Trade Account or your access to any one or more order books in accordance with the User Agreement Account suspension and termination provisions. Suspension or termination of your Spot Trade Account shall not affect the payment of fees or other amounts you owe to MC Digital. In the event that your MC Digital account is suspended or terminated, we will immediately cancel all open orders associated with your Spot Trade Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation.

3.15 No Warranty. We do not represent that the Services will be available without interruption. Although we will strive to provide you with continuous operations, we do not guarantee continuous access or that there will be no delays, failures, errors, omissions or loss of transmitted information, nor do we guarantee that any order will be executed, accepted, recorded, or remain open. We reserve the right to cancel any open trades and/or suspend a Spot Trade Account activity in accordance with the below Trading Rules.

3.16. No Investment Advice or Brokerage. For the avoidance of doubt, MC Digital does not provide investment, tax, or legal advice, nor do we broker trades on your behalf. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

3.17 Outstanding amounts. In the event that there are outstanding amounts owed to us hereunder, we reserve the right to debit your Spot Trade Account accordingly and/or to withhold amounts from funds you may transfer from your Spot Trade Account to your MC Digital Account.

4. RESTRICTED ACTIVITIES

4.1 Restricted Activities. You shall not:

- Violate any law, statute, ordinance, or regulation (for example, those governing financial Services, controlled substances, or consumer protections);
- Intentionally try to defraud us or other Spot Trade users;
- Infringe our or any third party's copyright, patent, trademark, or intellectual property rights;
- Provide false, inaccurate or misleading information;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- or Interfere with, intercept, or expropriate any of our system, data, or information.

