

TRADE DESK TERMS AND CONDITIONS

The following terms and conditions, in addition to the relevant provisions of the MC Digital Services PTY Ltd (“MC Digital”) Terms of Service (available at [\[please insert link\]](#)) together the “MC Digital TradeDesk User Agreement” or the “User Agreement”, apply to MC Digital Customers who opt to use the MC Digital TradeDesk and services offered by MC Digital to eligible customers. These MC Digital TradeDesk Terms and Conditions form a binding contract between you and MC Digital (MC Digital). By signing up and using the MC Digital TradeDesk Services, you signify that you have read and agree to be bound by these MC Digital TradeDesk Terms and Conditions, as may be revised from time to time.

References in these Terms and Conditions to “MC Digital”, “we”, “us”, “our”, or other similar terms apply to MC Digital. References to “you”, “your”, or other similar terms apply to you as an eligible user of the MC Digital TradeDesk Services. MC Digital and the eligible MC Digital Customer may be referred to individually as a “Party” and collectively as the “Parties”.

1. Eligibility

1.1 MC Digital Customers may apply to use the MC Digital TradeDesk Services by providing the required information in the application page found at <https://MC Digital/tradedesk>. Once approved, MC Digital Customers may start transacting through the MC Digital TradeDesk channel to be determined by MC Digital.

1.2 MC Digital Customers which are juridical persons or business entities must also undergo full Know-Your-Business procedures of MC Digital to be eligible to use the MC Digital TradeDesk Services offered by MC Digital.

2. Definitions

2.1 “Authorised Dealer” is a person who is designated by MC Digital to assist and facilitate a valid Trade request made through the Trading Channel.

2.2 “Client” is a MC Digital Customer, whether an individual or a business customer, who has already been approved by MC Digital to participate in and use the MC Digital TradeDesk Services.

2.3 “MC Digital TradeDesk Services” is the set of services offered by MC Digital which allows eligible MC Digital Customers to buy and sell cryptocurrencies and other virtual assets at higher transaction amounts which are at least equivalent to the minimum trade size.

2.4 “Trade” is any buy or sell transaction done through the designated Trading Channels.

2.5 “Trading Channel” is the platform designated by MC Digital for communication with Clients and for facilitating Trades.

3. Trading Rules

3.1 Only Trade requests made with Authorised Dealers through the designated Trading Channel will be entertained by MC Digital.

3.2 Only Trades of tokens currently listed on the MC Digital website and app will be facilitated by MC Digital. For a full list of these tokens, please refer to our help centre. The list of supported tokens may be changed or updated from time to time at the discretion of MC Digital.

3.3 A Client's MC Digital account must be pre-funded with the transaction amount in fiat currency or cryptocurrency prior to the trade.

3.4 To initiate a Trade, a Client may request an Authorised Dealer in the Trading Channel for a quotation. Such a request must indicate the quantity or trade size of the fiat currency or cryptocurrency to be bought or sold.

3.5 An Authorised Dealer will revert with a rate or quotation. You must signify and confirm your acceptance or rejection of the quote within one (1) minute from the time the rate or quotation is returned. Your failure to respond within the 1-minute lock-in period shall be considered as a rejection of the rate or quotation. For avoidance of doubt, your use of any word which signifies acceptance of the quote (e.g. "done", "deal", "ok", "confirmed", or any other words of similar import and meaning) shall be considered as your acceptance of the rate or quotation.

3.6 By accepting a rate or quotation, you agree and acknowledge that the agreed rate becomes final and binding as to you. You likewise expressly allow MC Digital to withdraw the transaction amount in fiat currency or cryptocurrency from your registered MC Digital account to the MC Digital TradeDesk account to settle payment for the Trade pursuant to the accepted rate or quotation.

3.7 If the MC Digital TradeDesk is unable to withdraw the transaction amount in fiat currency or cryptocurrency from your registered MC Digital account to the MC Digital TradeDesk account, this shall imply a failure to settle payment for the Trade and shall automatically be considered as a cancellation of the Trade request.

3.8 The MC Digital TradeDesk will send a trade confirmation to your MC Digital registered email address within the same banking day after the trade. The email will contain an acknowledgement receipt with the trade details.

3.9 MC Digital reserves the right to refresh, cancel and/or terminate a Trade request before its execution is confirmed. If payment has already been made, MC Digital shall reimburse the Client by crediting back the same amount and currency to their registered MC Digital wallet.

3.10 Trading hours shall be:

3.10.1 Standard business Hours:

Monday to Friday (excluding holidays)

3.11 For trades made during Off-Market Hours, settlement will be completed within two (2) banking days.

3.12 Settlement will only be done via your registered MC Digital account. The MC Digital TradeDesk will not:

1. Send cryptocurrency to an external wallet address or;
2. Deposit or transfer USD/EUR/GBP to any other bank account or e-wallet

4. Warranties of MC Digital TradeDesk Users

4.1 You have read, understood, and agreed to these Terms and Conditions.

4.2 The MC Digital TradeDesk Services are an additional service offered by MC Digital to eligible MC Digital Customers who have gone through and completed the respective application and verification processes. You agree that any and all information which you provide to MC Digital for these verification processes are true and correct based on your personal knowledge and/or authentic documents. You further agree to authorise MC Digital, directly or through third parties, to make any inquiries we consider necessary to validate your identity and other information which you provide as part of the verification processes.

4.3 You warrant that the details, acceptance, and rejection of the Trade requests you make are solely within your discretion, and without the participation or influence of MC Digital. You therefore agree to hold MC Digital free and harmless from any damage or injury which may be caused by the Trades you make.

5. Miscellaneous Terms

5.1 We may amend or modify these Terms and Conditions at any time and without prior notice, and the revised Terms and Conditions shall be effective from the time it is posted on the MC Digital website, or such other date as may be indicated by us.

5.2 We may (a) modify or discontinue any portion or all of the MC Digital TradeDesk Services, and/or (b) suspend or terminate your access to the MC Digital TradeDesk Services at any time and from time to time, without notice to you. You agree and confirm that we shall not be liable to you or any third party for any modification, suspension, or termination of the MC Digital TradeDesk Services, or suspension or termination of your access to the MC Digital TradeDesk Services, except to the extent otherwise expressly set forth herein or under a separate written agreement with us.

5.3 All Trades are subject to compliance with the MC Digital Terms of Service in addition to these Terms and Conditions. MC Digital reserves the right to refuse to process, cancel, or reverse any Trade which does not comply with the User Agreement.

5.4 The MC Digital TradeDesk Services shall not be used for any of the Prohibited Uses and Prohibited Businesses as defined in the MC Digital Terms of Service.

5.5 Your continued use of the MC Digital TradeDesk Services shall be subject to compliance with these Terms and Conditions. MC Digital reserves the right to terminate your use of and access to the MC Digital TradeDesk Services for violations of these Terms and Conditions and/or the MC Digital Terms of Service.

5.6 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, MC Digital MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED,

IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE MC Digital TradeDesk SERVICES. WITHOUT LIMITING THE FOREGOING, MC Digital DISCLAIMS ANY WARRANTY THAT THE MC Digital TradeDesk SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. MC Digital FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE MC Digital TradeDesk SERVICES AS TO MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MC Digital FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM THE USE OF THE MC Digital TradeDesk SERVICES.

5.7 To the maximum extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, special, exemplary or consequential damages arising out of the provision of the services under this User Agreement (including, but not limited to, downtime, damage to or replacement of programs and data, loss of profit, loss of use, loss of business, loss of customers), arising from claims based in warranty, contract, tort (including negligence), strict liability or otherwise, even if such Party has been advised of the possibility of such claim or damage.

5.8 MC Digital hereby disclaims all warranties, whether statutory, express, implied, oral or written, including all warranties of merchantability, non-infringement or fitness for a particular purpose, unless the same are explicitly confirmed by MC Digital in writing.

5.9 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.

5.10 If any provision of these Terms and Conditions shall be determined to be illegal, invalid, or unenforceable under any applicable law, such provision shall be deemed void and the remainder of these Terms and Conditions shall continue in full force and effect.

5.11 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it shall be exclusively governed by and construed in accordance with the laws of Mauritius and/or EU and the parties hereby agree to submit any justifiable controversy to the exclusive jurisdiction of the proper courts of Mauritius and /or EU excluding all other venues.