

## **TERMS OF SERVICE**

Effective Date: October 10, 2020

Welcome to the website [www.beontrade.com](http://www.beontrade.com) (“Website”)! This Website is governed and operated by BEONTRADE OÜ, having its legal address at Adresse : Pärnu maakond, Pärnu linn, Papiniidu tn 5, 80042 ESTONIA (“Beontrade”). These Terms of Service is the binding legal agreement between you, visitor of our Website and/or the user of our Services (as defined below), and Beontrade.

**By visiting and browsing our Website, signing up to use an account through the Website and/or using any of our Services (as defined below), you constitute an agreement to these Terms of Service (hereinafter referred to as the “Terms”). If you do not agree to be bound by these Terms, you shall not access this Website or use our Services. Please read these Terms before you use this Website and Services.**

## **1. TERMS RELATED TO OUR SERVICES**

### **1.1 Eligibility**

By using the Services, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Website. If you access the Services on behalf of a legal entity, you represent and warrant that your company is legally incorporated and you have full capacity to enter into and comply with these Terms, and you have not previously been suspended or removed from the Website.

You also represent and warrant that you are not a resident of a Restricted Country (see below).

### **1.2 Restricted Countries**

You should be aware that our Website may be restricted and/or unavailable for users in other jurisdictions as governed by applicable laws. Beontrade shall not be responsible for any unavailability of our Website and/or Services in any Restricted Country or elsewhere in the world.

### **1.3 Our Services**

Beontrade operates as a marketplace platform that allows individuals to select and purchase their own crypto trading bots directly from the trader.

Beontrade only provides the marketplace platform connection between the trader and client.

Each User shall be acknowledged of risks associated with the use of the Services as described in these Terms.

Beontrade cannot and does not give any guaranty on the accuracy, completeness or truthfulness of any transactions with cryptocurrency or fiat currency.

### **1.4 Disclaimer**

For the avoidance of doubt, Beontrade does not constitute the provision of any financial or

investment advice in connection with the Services contemplated by these Terms. The information and materials contained on the Website is given for information purpose only and is not to be construed as a solicitation to enter into any transaction. You should consult a financial or investment professional regarding any possible transaction if you have any doubts.

Beontrade does not guarantee any type of profits, dividends or liquidity to any trading algorithm listed on the Website.

### **1.5 Account Registration**

If you want to use our Services, you need to follow an invite link sent to your email address. We are not responsible if you fail to receive the invite link for any reason.

When creating an account on the Website, you shall provide full and true information. Please make sure that your contact details are accurate and correct, as we use these details to contact you in relation to any matters. You shall update your contact details to keep it accurate and correct.

You shall be responsible for security of your account on the Website and keep your user ID and password confidential. You shall be solely responsible for any actions (and their consequences) in and with Services through your account.

We reserve the right to accept or reject your Account registration request without additional explanation. Registering an Account implies full and total acceptance of all our policies, including these terms and conditions.

In case we find at our sole discretion that there is a threat that you are engaging in any suspicious activity, you have provided inaccurate or incomplete information during the registration process or thereafter, you have violated the Agreement or it is necessary for security reasons, we may temporarily suspend your Account until the cause for suspending your Account has been eliminated; or if that cannot be eliminated or you refuse or fail to eliminate it, terminate the Agreement and block your Account. For security reasons we may in addition block your access to the entire Website. You agree that we will not be liable to you or to any third party for termination of your access to your Account and/or the Website as a result of any violation of the Agreement by you.

## **1.6 Free trial**

Following the successful registration of the Account, you will be provided with a limited use, free trial of the Website, Services and Data during the period of 14 days, unless a longer period has been granted by us (Free Trial). The limitations of the Free Trial are established entirely at our discretion and may be altered at any time. The Free Trial is offered once and only upon your first Account registration (i.e. Free Trial is not provided upon any subsequent registration by you or your affiliates).

## **1.7 Exchange Procedure**

Users select the use of automated trading algorithms. Users shall carefully consider and read all terms and conditions contained in the offer.

Users communicate directly with each other on all terms and conditions of the offer and may change its terms and conditions before the offer is accepted by the buyer and is processed by Beontrade.

Once a buyer accepts the offer, it cannot be changed. Users are obliged to complete the exchange strictly in accordance with the terms and conditions contained in the offer.

Once the payment is confirmed, Beontrade r will process the connection between the trading algorithm purchased and your account in accordance with the terms and conditions.

We will take all reasonable efforts in order to complete the connection immediately, but in some circumstances, we may be unable to do so due to technical, security or other reasons, for which we shall not be responsible for.

Each user shall act on behalf of himself and cannot ask any third party to trade on his behalf. Users cannot unilaterally amend any terms and conditions contained in the offer. Each user shall cover its own costs and fees, including fees for sending payment.

All transactions and communication shall be performed directly between a seller and buyer. Beontrade shall not be involved in any transactions and communication between sellers and buyers.

## **1.8 Subscription plan, fee and payment terms**

Following the completion of the Free Trial, we will limit your access to Services and Data until and unless you purchase one of the Subscription Plans. The limitations are established entirely at our discretion and may be altered at any time. The continued access to the Services and Data will be provided pursuant to the terms of the relevant Subscription Plan purchased by you.

You will pay us the Fees prior to each subscription term as specified in your Subscription Plan via the means of payment available on the Website. You irrevocably authorize us to charge the Fees from your credit card if such payment method is made available on the Website and has been selected by you. Fees are non-refundable. You hereby irrevocably waive your right to a refund on Fees paid to us both during termination, and after expiration of the Agreement, unless otherwise is provided in the Agreement.

We may provide updates and/or additions to the Services (Additions) as they become available. You hereby acknowledge that additional Fees may be charged for the use of the Additions, as determined by us, if you decide to use such Additions. The Fees for Additions shall be made available on the Website.

Fees shall include Estonian value added tax (VAT). You shall provide us with any information we reasonably request to determine whether we are obliged to collect VAT from you, including your VAT identification number.

If according to applicable law it is your responsibility to declare, pay or withhold taxes on or from your transactions with us, you agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

### **1.9 Beontrade Service Fee**

Beontrade will charge fees for the provision of the Services. The detailed information about our Service Fees is given on the Website.

### **1.10 Right to Refuse to Complete a Transaction**

Beontrade reserves the right to refuse to complete any transaction in the following cases, without limitation:

- if we have reasons to believe that your transaction is fraudulent and/or illegal;
- if you violate these Terms, our Privacy Policy or any applicable laws or regulations;
- if we become aware that you provided us with false documents for identity verification;
- if your payment method is declined;
- if you do not have enough funds to complete any transaction;
- if we are required by law or in response to a subpoena, court order, or other binding government order;
- if we are required to defend our rights or rights of other users.

### **1.11 Taxes**

All payments made on the Website are exclusive of taxes, duties, fees and other charges ("Taxes"). User shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder.

### **1.12 Your Authorization**

When sending your instructions to us by clicking deposit, buy or sell buttons, you authorize us to perform any transaction on your behalf.

### **1.13 Resolving Disputes**

If you have any problems with any transaction on the Website, or if you have any dispute with another

user, you may contact us at [support@beontrade.com](mailto:support@beontrade.com). We will consider your claim and may take any action to resolve the dispute, if required.

### **1.14 Use of the Services**

Access to our Services may only be available to you subject to the following conditions:

1. You receive an invite link.
2. You must be 18 years or older to use our Services or your company is legally incorporated and have full capacity to enter into and comply with these Terms.
3. You warrant that you are not from the Restricted Country.
4. When ordering our Services, you agree to provide your valid and accurate information reasonably requested in order to complete the transaction on behalf of you.
5. You are solely responsible for any activity that occurs under your email and monitor your email for identifying access by unauthorized third parties.
6. You must comply with these Terms as well as any applicable laws.

### **1.15 Refund policy**

Due to the 14-day free and non-binding discovery offer of our products and services, the company reserves the right to refuse a refund request.

Any customer who commits to a free offer followed by a paying offer before the end of the 14-day period waives any request for reimbursement, even partial. Any customer who commits directly to a paying offer without having tried the free offer renounces any request for reimbursement, even partial. Any customer who has used and started at least one of our services waives any claim for reimbursement, even partial.

## 2. TERMS RELATED TO THE USE OF OUR WEBSITE

### 2.1 Right to access the Services through the Website

Subject to user's compliance with the Terms, Beontrade grants to user a limited, non-exclusive,

non-transferable license to access and use the Services of Beontrade available via the Website. You agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You must not, without limitation :

- use our Services to perform criminal activity of any kind, including but not limited to, money laundering, illegal gambling, terrorist financing or malicious hacking;
- use our Services in order to create multiple accounts;
- damage, disable, overburden or impair the Website or Services, or interfere with any other party's use and enjoyment of the Website or Services;
- attempt to gain unauthorized access to the Services, computer systems or networks connected to the Services by any means;
- reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Beontrade;
- upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages;
- make available any materials containing viruses, bots or other code, files or programs designed to interfere, hinder or impair the operation of any computer, telecommunication equipment or software;
- violate third party rights, including, without limitation, Beontrade 's agents, partners, on the Website and/or cause harm in any way;
- collect and store personal information of other users without their proper authorization.

### 2.2 Linked Sites

This Website may contain links to third party web sites ("linked sites"). The linked sites are not under the control of Beontrade and we are not responsible for the content of any linked site. Beontrade makes no representations regarding the content or appropriateness of content on such sites. When you access a linked site from this Website, you leave this Website and you do so at your own risk. You are responsible for viewing and complying with the terms and conditions posted on the linked site.

### 2.3 Termination of Your Account

**Beontrade** reserves the right to suspend your access to all or certain parts of the Services, and/or terminate your access to the Website or deny the use of any Services.

We may suspend or terminate your access to all or certain parts of the Services and Website in the following cases, without limitation:

- if we have reasons to believe that your use of this Website and Services is fraudulent and/or illegal;
- if you violate these Terms or any applicable laws or regulations;
- in the case of defamation directed against the company or any person of the management team;
- if we become aware that you provided us with false documents for identity verification;
- if we are required by law or in response to a subpoena, court order, or other binding government order;
- if we are required to defend our rights or rights of other Users.

If you have conducted any fraudulent and/or illegal activity, Beontrade reserves the right to take any necessary legal action and you may be liable for monetary losses to Beontrade.

### 2.4 Termination of Your Account

Like most Internet sites, our Website may use cookies. Cookies are small text files placed on the browser or hard drive of your computer, mobile, or other device when you visit a website. Cookies are widely used when providing

online services and help to make websites work, or work more efficiently as well as to provide information to the website owners. Cookies do lots of different things, for example, remembering user preferences, letting users navigate between pages efficiently and generally improving the user experience. Cookies are not used to personally identify you in any way, nor will they damage your system or files.

We may use on our Website the strictly necessary cookies that enable you to log into secure areas of Website and cookies used by our networking system, analytical cookies that collect information about how you use Website, advertising cookies, session cookies, persistent cookies and third-party cookies.

It is possible to tell your browser to reject cookies for all sites or specific sites. Rejecting cookies is not however recommended, as cookies are intended to improve your browsing experience. In order to reject or opt out of cookies you can either manually delete them or choose to permanently opt-out from seeing advertisements matching your interests.

### **3. MISCELLANEOUS LEGAL TERMS**

#### **3.1 Intellectual Property Rights**

The intellectual property contained in the Website and Services (and any derivative works based on them) is confidential and/or proprietary information of Beontrade, our affiliates or its licensors and is protected by copyright and other intellectual property rights. All title, ownership and intellectual property rights on the Website and Services shall remain with Beontrade, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Beontrade are hereby reserved.

You further acknowledge and agree that the Website and Services are protected by copyrights, trademarks (whether registered or being under registration), service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Beontrade or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services or the Website, in whole or in part. Without limiting the foregoing, any reproduction, redistribution, reverse engineering or decompilation of the Services or the Website is expressly prohibited by law, and may result in severe civil and criminal penalties.

#### **3.2 No Warranties; Limitation of Liability**

You acknowledge and agree that all access and use of the Website is at your own risk. Without prejudice to the generality of the foregoing, we will not be liable to you if the Website or Services are inaccessible or unavailable in whole or in part due to periods of downtime, or for any reason beyond our reasonable control, or because we are carrying out maintenance, upgrades, developments or the like.

All Services, including software, products, information, text and related graphics contained within or available through the Website are provided "as is" and "as available". Under no circumstances shall we be liable for any errors or omissions in the Services on the Website. Beontrade makes no representations or warranties of any kind, either express or implied, as to the operation of this Website or the Services, data or materials included on this Website. Beontrade does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any material of any kind contained within the Services. We cannot ensure that the Services and other information provided on the Website are accurate, correct, reliable, exhaustive or complete on every subject.

If you have any dispute with other users, you agree that Beontrade, including its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors or others involved in creating, sponsoring, promoting or otherwise making available the Website and its content, will not be liable for any claims and damages, whether actual and consequential, of any kind or nature arising out of or in any way connected with such disputes.

Under no circumstances shall Beontrade, including its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors or others involved in creating, sponsoring, promoting or otherwise making available the Website and its content, be liable to you for any direct, indirect, incidental, consequential or punitive damages, loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same.

#### **3.3 Indemnification**

You agree to indemnify and hold Beontrade and its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors or others involved in creating, sponsoring, promoting or otherwise making available the Website, Services and data, harmless from any and all claims, damages, losses or liabilities, including reasonable attorneys' fees

and expenses, made by any third party due to or arising out of any action, inaction or omission by you made on the Website or through the use of our Services.

### **3.4 Force Majeure**

**Beontrade** shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, other catastrophes, power or telecommunications failure or any other cause beyond its reasonable control.

### **3.5 Governing Law and Dispute Resolution**

These Terms shall be construed and governed by the laws of Estonia without prejudice to its conflict of laws.

In the event of any dispute arising out of or in connection with these Terms, the parties shall seek to negotiate a resolution within 7 days of such dispute arising. The parties shall act in good faith in order to resolve such dispute by way of negotiations.

If any dispute is not resolved by negotiations within 7 days after the relevant written request has been sent, then such dispute shall be submitted and finally resolved by the Estonian courts.

### **3.6 Changes to Terms**

We may review and change these Terms at any time. Such changes are effective immediately upon posting, unless otherwise specified. When changes come into effect, the revised Terms shall supersede the previous version of the Terms. We will notify you by email if any material change comes into effect. Otherwise, we will post the Terms without notification. You are responsible for regularly reviewing these Terms.

### **3.7 No Joint Venture**

No joint venture, partnership, employment, or agency relationship exists between you and Beontrade as a result of these Terms.

### **3.8 No Waiver**

No waiver by either party of any default by the other in the performance of any provisions of these Terms shall operate as a waiver of any continuing or future default, whether of a like or different character.

### **3.9 Assignment**

Beontrade reserves the right to assign its obligations and duties in these Terms to any person or entity. Users cannot assign its obligations and duties in these Terms to any person or entity.

### **3.10 Notices**

Any notice or other communication to be given to us under these Terms shall be in writing in the English, French or Portuguese language unless otherwise agreed between Beontrade and the user. Any notice or other communication from users shall take effect only when received by us unless such notice or another communication is contrary to these Terms.

### **3.11 Responsibility**

Beontrade will not be responsible for lost sales or lost opportunity to earn Commission due to any cause (such as technical difficulties or over-capacity including system overload or load shedding) preventing Beontrade from registering any account, accepting deposits, executing trades, closing positions, or providing any other product or service to the Visitor. Beontrade is also responsible for tracking referral sales and Commissions and providing this information to the referrer via activity reporting tool available within Beontrade account.

### **3.12 Entire Agreement**

These Terms constitute the entire agreement between you and Beontrade with respect to your use of the Website.

### **3.13 Referral Program**

In order to participate in our Referral Program, a user should be over 18 years old. This Referral Program applies only to registered users of the Website. The user may participate in the Referral Program unless he/she has any violations of the Terms and if his/her account is active and not suspended by Beontrade for any reason.

Beontrade reserves the right, at any time, to review your placement and approve the use of Link and require that you change the placement or use to comply with the guidelines provided to you.

Beontrade may, at its sole discretion, decline any party referred by you, decline anyone as a client and suspend or terminate, in whole or in part, any account or other business relationship with any of its clients (including any customer accepted by it as a client) at any time in its sole discretion.

The commission is equal to the applicable percentage according to the price of your license and according to the amount received for each purchase (net amount after deduction of applicable VAT) made by the referred users, provided that you are entitled to receive this commission, as defined in the Agreement. Any increase in the percentage of your Account will not result in retroactive payments.

The Sales Commission resulting from a license sale is paid in Bitcoin (BTC) or Ethereum (ETH) snapshots directly into your portfolio. Bonuses are accrued from the 1st to the 30th of each month and paid on the first Saturday of the following month. The exchange rate is fixed at the time of payment on the basis of the rate determined by the relevant Payment Service Provider (including the Processing Service Provider).

Beontrade will track all Commissions earned and may, at its sole discretion, decide not to pay any Commission to you should we believe that any referral has been made in violation of its guidelines, in any breach of this Agreement due to Visitor, user or customer fraud, or due to Visitor, user or customer contract cancellation or other illegal activity. Commission will not be paid from affiliated accounts that share the same IP address, using the same device or belong to the same household. It is your sole, and absolute duty to follow precisely this Agreement and its guidelines at all times. Beontrade is under no obligation whatsoever to pay any Commission to anyone who does not strictly follow this Agreement and its guidelines, as modified from time to time.

### **3.14 Sponsor's responsibility**

The sponsor is committed to providing all necessary and useful support to its members. The sponsor is committed to providing all the necessary explanations on the activities of the company and its products to its referrals. The sponsor is committed to help its affiliates to start, install and configure Beontrade products and services. The sponsor is committed to be available to answer the questions of his referrals within 24/48 hours.

In the case of failure on the part of the Sponsor, a sponsoree may automatically apply to Beontrade to change Sponsor. As for the sponsoree, he or she declares on his or her honour that he or she will not have or receive any help or support from his or her sponsor.

An affiliate without active referrals can request to change of sponsor at any time. An affiliate with active referrals can request this after 6 months (calendar) of Beontrade activity. The affiliate can ask to be moved under a person of his or her choice or leave it up to Beontrade to choose the most suitable person in place of the affiliate. Any request is irrevocable and can only be made just one time.

Beontrade reserves the right to decide whether or not to inform the sponsor of its affiliate's request for a change of sponsor.

### **3.15 Contact Us**

If have questions in relation to these Terms, please contact us at telegram official channel support