

TERMS OF BUSINESS

EFFECTIVE DATE: 30.10.18

1. INTRODUCTION

Please read these Terms of Business (the "TOB") carefully before using the [ternion.exchange](#) or [my.ternion.exchange](#) websites ("Website"). If the Client does not accept these TOB, he or she shall not use the Website, or the services offered on the Website. If the Client is in any doubt about any of the contents of this document, he or she should obtain independent professional advice.

By using the Website, the Client accepts these TOB and thus enters into contract with the Company under this Terms.

The Website allows Client to trade Virtual Currencies through the Services rendered by the Company and maintain Virtual Currencies wallets.

2. RISK STATEMENT

THE COMPANY IS ONLY AN INTERMEDIARY ACTING ON THE CLIENT'S ORDERS, IT IS NOT AND NOT AUTHORIZED TO PROVIDE ANY GUIDANCE WITH REGARD TO TRADING VIRTUAL CURRENCIES AND THUS BEARS NO RESPONSIBILITY FOR THE CLIENT'S FINANCIAL SUCCESS OR FAILURE.

THE TRADING OF GOODS AND PRODUCTS, REAL OR VIRTUAL, AS WELL AS VIRTUAL CURRENCIES INVOLVES SIGNIFICANT RISK. PRICES CAN AND DO FLUCTUATE ON ANY GIVEN DAY. SUCH PRICE FLUCTUATIONS MAY INCREASE OR DECREASE THE VALUE OF ASSETS AT ANY GIVEN MOMENT. ANY CURRENCY - VIRTUAL OR NOT - MAY BE SUBJECT TO LARGE SWINGS IN VALUE AND MAY EVEN BECOME WORTHLESS. THERE IS AN INHERENT RISK THAT LOSSES WILL OCCUR AS A RESULT OF BUYING, SELLING OR TRADING ANYTHING ON A MARKET.

VIRTUAL CURRENCIES AND IN PARTICULAR CRYPTOCURRENCIES TRADING ALSO HAS SPECIAL RISKS NOT GENERALLY SHARED WITH FIAT (STATE) CURRENCIES OR GOODS OR COMMODITIES IN A MARKET. UNLIKE MOST CURRENCIES, WHICH ARE BACKED BY GOVERNMENTS OR OTHER LEGAL ENTITIES, OR BY COMMODITIES SUCH AS GOLD OR SILVER, CRYPTOCURRENCIES ARE UNIQUE TYPE OF "FIAT" CURRENCY, 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 IN A CRISIS.

INSTEAD, CRYPTOCURRENCIES ARE AN AS-YET AUTONOMOUS AND LARGELY UNREGULATED GLOBAL SYSTEM OF CURRENCY FIRMS AND INDIVIDUALS. TRADERS PUT THEIR TRUST IN A DIGITAL, DECENTRALISED AND PARTIALLY ANONYMOUS SYSTEM THAT RELIES ON PEER-TO-PEER NETWORKING AND CRYPTOGRAPHY TO MAINTAIN ITS INTEGRITY.

THE TRADING OF CRYPTOCURRENCIES IS OFTEN SUSCEPTIBLE TO IRRATIONAL (OR RATIONAL) BUBBLES OR LOSS OF CONFIDENCE, WHICH COULD COLLAPSE DEMAND RELATIVE TO SUPPLY. CONFIDENCE MIGHT COLLAPSE IN CRYPTOCURRENCIES BECAUSE OF UNEXPECTED CHANGES IMPOSED BY SOFTWARE DEVELOPERS OR OTHERS, A GOVERNMENT CRACKDOWN, THE CREATION OF SUPERIOR COMPETING ALTERNATIVE CURRENCIES, OR A DEFLATIONARY OR INFLATIONARY SPIRAL. CONFIDENCE MIGHT ALSO COLLAPSE BECAUSE OF TECHNICAL PROBLEMS: IF THE ANONYMITY OF THE SYSTEM IS COMPROMISED, IF MONEY IS LOST OR STOLEN, OR IF HACKERS OR GOVERNMENTS ARE ABLE TO PREVENT ANY TRANSACTIONS FROM SETTLING.

THE CLIENT MAY BE PREVENTED FROM SENDING A TRANSACTION REQUEST OR IT MAY NOT BE RECEIVED BY THE COMPANY DUE TO HARDWARE, SOFTWARE OR SERVICES

ISSUES (INCLUDING, WITHOUT LIMITATION, INTERNET AND OTHER NETWORK CONNECTIVITY ISSUES).

THE CLIENT'S TRANSACTION REQUEST MAY BE LOST, INTERCEPTED OR ALTERED DURING TRANSMISSION.

UNAUTHORIZED THIRD PARTIES MAY ACCESS OR USE THE CLIENT'S ACCOUNT AND EFFECT TRANSACTIONS WITHOUT THE CLIENT'S KNOWLEDGE OR AUTHORIZATION, WHETHER BY OBTAINING THE PASSWORD TO ACCOUNT, OBTAINING CONTROL OVER ANOTHER DEVICE OR ACCOUNT USED BY THE CLIENT IN CONNECTION WITH ANY SECURITY MEASURES ENABLED FOR THE ACCOUNT, OR BY OTHER METHODS.

THERE MAY BE ADDITIONAL RISKS THAT ARE NOT IDENTIFIED IN THESE TERMS.

THE RISKS DESCRIBED IN THIS MAY RESULT IN LOSS OF VIRTUAL CURRENCY, DECREASE IN OR LOSS OF ALL VALUE FOR VIRTUAL CURRENCY, INABILITY TO ACCESS OR TRANSFER VIRTUAL CURRENCY, INABILITY TO TRADE VIRTUAL CURRENCY, INABILITY TO RECEIVE FINANCIAL BENEFITS AVAILABLE TO OTHER VIRTUAL CURRENCY HOLDERS, AND OTHER FINANCIAL LOSSES TO THE CLIENT. THE CLIENT HEREBY ASSUME, AND AGREE THAT THE COMPANY WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR, SUCH RISKS. THE CLIENT HEREBY IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN TO THE CLIENT, AGAINST THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES RELATED TO ANY OF THE RISKS SET FORTH HEREIN

THE CLIENT SHOULD CAREFULLY ASSESS WHETHER ITS FINANCIAL SITUATION AND TOLERANCE FOR RISK IS SUITABLE FOR BUYING, SELLING OR TRADING VIRTUAL CURRENCIES, INCLUDING MARGINAL TRADE.

3. DEFINITIONS

Account means the account on the Ternion Platform, opened by the Client.

Blockchain means a digitized, decentralized public ledger of cryptocurrency transactions.

Client means a person, who is using Website with intention receive Services described by these TOB or otherwise interacting with the Website.

Company or Ternion means Ternion OÜ, a company duly registered and acting under the laws of Estonia, with registered code 14473720 and legal address at Roosikrantsi tn 2-K506 Kesklinna linnaosa, Tallinn Harju maakond 10119. The Company holds the following licenses for its business activities: a license # FVR000209 for provision of services of exchanging a virtual currency against a fiat currency issued on 11.06.2018 and a license # FRK000174 for provision a virtual currency wallet service issued on 11.06.2018.

Services means services of exchanging a virtual currency against a fiat currency and exchanging virtual currency against other virtual currencies and virtual currency wallet services.

TOB or Terms means these Terms of Business and all other operating rules, policies, procedures, privacy policy, cookie policy etc., that may be issued, amended and published from time to time by the Company on the Website.

Trading Platform means a Company's software for provision of the Services to the Client, whether its functionality is available through the Website, special software available for installation on the Client's computer system and provided by the Company or mobile application made available by the Company.

Virtual Currency means a value represented in the digital form, which is digitally transferable, preservable or tradable.

4. TOB SUBJECT

The subject of this Terms shall be provision of the Services by the Company through the Website, software or mobile applications (Trading Platform).

The Company shall carry out all transactions as provided in these TOB on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute transactions requested by the Client as provided in these TOB even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in these TOB and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the Trading Platform.

The Company uses banking providers in order to receive Client's funds and make payments. However, the Company's banking providers do not transfer, exchange, or provide any services in connection with virtual currencies and cryptocurrencies in particular.

Depending on the Client's country of residence, the Client may not be able to use all the functions of the Website. It is the Client responsibility to follow those rules and laws in the Client's country of residence and/or country from which the Client access this Website and Services. As long as the Client agrees to and complies with these TOB, the Company grants the Client personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Trading Platform and the Service.

5. RULES FOR MANAGING THE ACCOUNT

By registering the Account, the Client agrees to provide the Company with accurate and complete information about himself as provided by registration process and to keep the information updated. The Client shall not use an Account as a mean for providing access to the Trading Platform for the third parties. The Client shall not use any account other than his own for accessing the Trading Platform. The Client shall not assist anyone with unauthorized access to the Trading Platform or Website.

The creation of the Account without obtaining prior express authorization from the Company will result in immediate suspension of this Account or any other Account of the Client and suspension of any current purchase or sale orders.

Creation of unauthorized accounts or assistance to others in doing so, including distribution of instructions, software or designated tools will result in termination of involved accounts. Termination of the accounts shall not be an exclusive remedy against the Clients who violated the rules for creation and use of the Accounts.

The Client is responsible for maintaining the confidentiality of its Account, including confidentiality of the password, safeguarding details of own virtual currencies and any transactions related to the Accounts. Any actions, transactions, orders and operations initiated from the Client's Account or using Client's password shall be considered to have been made by the Client and irrevocable once validated by using Client's password or made through the Client's Account.

The Company may request, but not obligated to do so, any additional information from the Client in case the Company will determine any suspicious activity related to the Account and to suspend any transactions on this Account. The Client shall comply with such security request or accept termination of this Account.

The Client shall notify the Company immediately of any suspicious activity known to it or and unauthorized use of its Account, password or any other breach of security.

Any Client who violates these rules of using the Account shall be held liable for any losses incurred by the Company or any other of the Company's Clients.

The Client agrees and confirms that it will not use Services to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, malicious hacking or any criminal or illegal activity.

6. VERIFICATION OF ACCOUNTS / KYC AND AML PROCEDURES

The Client hereby acknowledges that the Company follows a rigorous process for opening an Account, which means that the Client is required to provide the information the Company requests for the purposes of identity verification, compliance with know-your-customer rules, as well as detection of money

laundering, terrorism financing, fraud or any other financial crime. The requested information may include personal data. By providing Company with the information the Company requests, the Client confirms that it is true and accurate, and agrees to inform the Company in case of changes concerning such information. The Client's Account may be blocked until the Company will be satisfied with the information the Client has provided and determine in the Company's sole discretion that it is sufficient to validate the Client's Account. In the process of validation and identification, the Client is not allowed to terminate the Account or request the deletion of the personal data processed in the course of verification process.

The Company reserves a right to request any other documents and information as it deems necessary, and the Client's refusal to provide such documents and information or any of the documents and information will be a ground for the Account and TOB termination with an immediate effect.

Further, the Company has a specific obligations under the laws applicable to its activities under all effective and perspective licenses and authorizations, including specific KYC/AML rules and recommendations issued by different governmental and non-governmental bodies. The Company is committed to comply with those rules and it is the Clients obligation to provide any assist possible under the Company's request.

7. ACCOUNT FUNDING; TRANSFERS

In order to engage in a trading operation, the Client must transfer the Virtual Currencies or fiat currencies (the "Funds") that are supported by the Trading Platform to the Account. The Trading Platform will permit the Client to transfer Funds from an account, wallet or address not hosted or controlled by the Company (the "External Account"). The Company may require Client to verify Client's control over an External Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Account and Trading Platform.

The Client may periodically at its discretion transfer from an External Account to Trading Platform any Funds that are supported for transfer and storage using the Trading Platform. The Client acknowledges that if it transfers to the Trading Platform any Funds that are not supported by the Trading Platform, such Funds may be permanently lost.

The Clients are required to retain in the Trading Platform a sufficient quantity of Funds necessary to satisfy any open orders (and applicable fees). In addition, there may be limits on the amounts that the Client is able to withdraw on a daily or other periodic basis. Otherwise, the Client may periodically at its discretion withdraw Funds by transferring Tokens from Trading Platform to an address not controlled by the Company. The Company is not able to reverse any transfers and will not have any responsibility or liability if the Client instructs the Company to send Funds to an address or account that is incorrect, improperly formatted, erroneous or intended for a different type of Funds.

The Client is responsible for: (a) paying all fees charged by any third party service provider associated with any External Account as well as for paying any fees charged by the Company for any transfers; (b) ensuring that any inbound and outbound transfers are handled in compliance with the Company's requirements, third party service provider requirements or Fund requirements; (c) ensuring that the address to which any Funds are to be transferred is properly formatted and suitable for the type of Funds being transferred; and (d) ensuring that there are no errors in any of the transfer instructions Client provides using the Trading Platform. Client acknowledges and agrees that in the event Client fails to comply with any requirements of this section, the transferred Funds may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside the control of the Company and the Company makes no guarantee regarding the amount of time it may take to complete any transfer. The Company may impose limits on the amount of any inbound or outbound transfers, suspend or terminate the ability to transfer Funds in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at the Company's discretion.

8. ORDERS AND TRADING

The Company shall facilitate the execution of trade activities/orders and/or transactions of the Client but the Client hereby acknowledges and accepts that the Company shall not at any time provide any trust services and/or trading consultation or advisory services to the Client.

The Company shall process all transactions/Operations of the Client in accordance to the terms and conditions of these TOB and on an execution-only basis. The Company shall not manage the Client's Account nor advise the Client in any way.

The Company shall process the orders/transactions requested by the Client under these TOB irrespective of whether such orders/transactions may result to not being beneficial for the Client. The Company is under no obligation, unless otherwise agreed in these TOB and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction/order. Unless otherwise specifically agreed, the Company is not obligated to process or attempt to process the Client's order/transaction using quotes more favorable than those offered through the Trading Platform. The Company shall not have any fiduciary duties towards the Clients and its transactions, therefore the Client bears full risk of market environment and possible losses, including its possible liabilities towards the Company.

The Company shall not be financially liable for any operations conducted by the Client through the Account and/or on the Trading Platform.

9. FEES

The Client agrees to pay Company the fees for trades completed via Services ("Fees") as made available on the Website ("Fee Schedule") and which the Company may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.

In addition to the Fees External Account may impose fees in connection with Client's use of External Account via the Services. Any fees imposed by External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. The Client is solely responsible for paying any fees imposed by an External Account provider.

The Client authorizes Company, or payment processor designated by the Company, to charge or deduct Funds on the Trading Platform for any applicable Fees owed in connection with trades completed via the Services.

10. TERMINATION

The Client may terminate these TOB with the Company, and close Account at any time, following settlement of any pending transactions.

The Client agrees and confirms that the Company may with prior notice, terminate these TOB, Account and/or access to the Website in its sole discretion, including, without limitation, its right to terminate Service, prohibit access to the Website and its contents, remove hosted content and take necessary steps, whether legal, technical or other to deny the Client any connection to the Website or Trading Platform if the Company considers that this Client may create risks of violations any kind with possible damages to the Company, other Clients or the third parties, or if this party acting contrary to the good faith principles, abusing these Terms or acting inconsistently with letter and spirit of these TOB.

The Client agrees and confirms, that the Company may on its own discretion decide to terminate these Terms under appropriate circumstances, including (1) use of the Services for illegal activities, (2) unauthorized access to the Account and assistance to do so (3) overcoming security features or assistance to do so, or any attempt of the same (4) request of authorities under applicable laws (5) fail to perform obligations, including payment of necessary fees or sums due to the transactions (6) violation of these TOB (7) failure to verify the Account.

Any assets belonging to the unverified accounts will be hold by the Company and the Company will make honest attempt to contact the owner of the assets for the transferring the assets to the owner. The owner of the assets acknowledges, that transfer of the assets from unverified account may involve unpredictable number of intermediaries and involve transaction fees unforeseeable at any current moment. It is the owner's responsibility to bear those transaction costs.

11. AVAILABILITY OF SERVICES

All services are provided without warranty of any kind, either express or implied, and in particular without implied warranties of merchantability and fitness for a particular purpose. The Company do not represent that Website or Trading Platform will be available 100% of the time to meet Client's needs. There are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

The Company may suspend use of the Website or Trading Platform for maintenance and will make reasonable efforts to give notice of this to the Clients. The Client confirms and accepts the risks associated with the fact that the Client may not always be able to use the Website or Trading Platform or carry out urgent transactions using Account.

12. INDEMNITY AND LIABILITY

The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his/her obligations under these TOB and/or the liquidation of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of these TOB.

The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in relation to these TOB, unless such loss, expense, cost or liability is a result of gross negligence, willful default or fraud by the Company. Notwithstanding the provisions above, the Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the TOB to the extent available under the applicable laws.

The Company shall not be liable for any loss of opportunity as a result of which the value of the financial instruments of the Client could have been increased or for any decrease in the value of the financial instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.

The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company.

The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

13. WARRANTIES

By using the Website the Client acknowledges and agrees that:

- (1) the Client takes sole responsibility for any restrictions and risks associated with the Services whether referred to in these Terms, arising under any applicable law or otherwise;
- (2) the Client waives the right to participate in any class action lawsuit or any class wide arbitration against the Company, its affiliates, directors, officers, suppliers or employees;
- (3) the Client shall not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, Trading Platform or violate or attempt to violate the security of the Website or Trading Platform;
- (4) the Client shall not access information or data which he or she is not authorized to access;
- (5) the Client is legally permitted to register an Account, access the Website or use Trading Platform in its jurisdiction;

- (6) the Client is of legal age to register an Account, access the Website or use Trading Platform in its jurisdiction;
- (7) the Client has an understanding of the usage and intricacies of blockchain-based assets and blockchain-based software systems;
- (8) the Client bears sole responsibility for determining if the acquisition, allocation, use or ownership of virtual currencies, potential appreciation or depreciation in the value of virtual currencies over time, the sale and purchase of virtual currencies and/or any other action or transaction related to website or Trading Platform has tax implications. The Client further agrees not to hold the Company (including its affiliates, directors, employees, agents, contractors and service providers) liable for any tax liability associated with or arising from the purchase of the Virtual Currencies using Website or Trading Platform.

Further, by using the Website the Client acknowledges and agrees that the Client is not:

- (1) an individual who is a citizen, a resident (tax or otherwise), or a green card holder of any jurisdiction where Virtual Currencies are banned or restricted by statute or otherwise or any other country or territory that is subject of country-wide or territory-wide sanctions;
- (2) a corporation, partnership or other legal entity formed under the laws of any jurisdiction where Virtual Currencies are banned or restricted by statute or otherwise or under any other country or territory that is subject of country-wide or territory-wide sanctions;
- (3) an agency, branch or office located in any jurisdiction where Virtual Currencies are banned or restricted by statute or otherwise or in any other country or territory that is subject of country-wide or territory-wide sanctions;
- (4) a trust of which any trustee is described in (1), (2) or (3) above;
- (5) a legal entity more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (1), (2), (3) or (4) above;
- (6) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (1), (2), (3), (4) or (5) above.

The Client warrants to the Company that each of the Client's warranties set in these Terms are true, accurate, not misleading as at the date hereof and each of the Client's warranties:

- is a separate warranty and shall in no way be limited or restricted by inference from the terms of any other warranty or by any other words in these Terms;
- continue and remain in force irrespective of whether the Client's Account is active, suspended or closed;
- and be deemed to be material.

14. AMENDMENTS TO THESE TERMS OF BUSINESS

The Company reserves the right to update these TOB at any time with immediate effect by publishing the updated TOB on the Website. All such changes will take effect once they have been posted on the Website and the Client will be deemed to have accepted any such changes by the Client's use of the Website from such time, or, where possible, giving notice to the Client by email to the Client's last known email address, such notice to be effective immediately.

15. FORCE MAJEURE

Neither the Client nor the Company (including its affiliates, directors, employees, agents, contractors and service providers) shall be held liable towards the other party for any failure to perform any obligation, if such failure is caused by circumstances beyond the reasonable control of the party failing to fulfil its obligations. This includes lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, acts of government or other competent authorities (including telecommunications and internet service providers).

The Client indemnifies and holds the Company (including its affiliates, directors, employees, agents, contractors and service providers) harmless against all and any losses, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Website or Trading Platform, whether due to the Company's (including its affiliates, directors, agents, contractors and service providers) negligence or not.

16. TRANSMISSION AND ACCURACY OF INFORMATION

The Company shall be responsible neither for proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt.

The Company has implemented security measures to ensure the safety and integrity of any of the services related to the Website and Trading Platform. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

The Company does not guarantee any kind of the content of Website or Trading Platform. Furthermore, the Company does not provide a warranty (express or implied) or make any representation that the Company (including its affiliates, directors, employees, agents, contractors and service providers) will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.

17. SENDING AND RECEIVING ELECTRONIC MESSAGES

The Client hereby acknowledges that the Company will primarily use email and electronic notices as the Company's main communication tool for all communications relating to any services, or these Terms.

All electronic messages will be deemed to have been sent from, and received at the Client's specified email address or mobile phone / device and the Company's address as specified on the Website.

An electronic message is deemed to have been sent:

- by the Client, at the time at which the Company is capable of accessing such message;
- by the Company at the time shown on the electronic message as having been sent or, if not so shown, at the time shown on the system as having been sent.

An electronic message is deemed to be received:

- by the Client once it becomes capable of being retrieved by the Client;
- by the Company once the Company has confirmed receipt thereof or responded thereto, whichever is the earlier.

An electronic message shall be attributed:

- to the Client if it purports to have originated from the Client, irrespective of the fact that someone else may have impersonated the Client or whether the electronic message sent to the Company resulted from an error or malfunction in the communication system, except if the Client can timeously satisfy the Company otherwise before the Company has acted upon the message;
- to the Company if it has been sent by a duly authorized representative and such representative acted within the scope of such authority or by an automated system programmed by the Company and such system operated without error or malfunction.

18. DISPUTE RESOLUTION AND APPLICABLE LAW

Any dispute, controversy or claim arising out of or in connection with these TOB, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

The seat of arbitration shall be Riga, Republic of Latvia.

The language to be used in the arbitral proceedings shall be English.

These TOB shall be governed by the substantive law of Republic of Estonia.

The Client also confirms and agrees that the Company may initiate a proceeding related to the enforcement or validity of the Company's intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these TOB, the courts of Republic of Estonia shall have exclusive jurisdiction. The Client waives any objection to venue in any such courts.

19. INTELLECTUAL PROPERTY

The Company shall retain all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. The Client shall not use any of Company's intellectual property for any reason without Company's prior written consent.

20. MISCELLANEOUS

The failure of the Company to require or enforce strict performance by the Client of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be neither considered as an amendment of these Terms nor be legally binding.

For all purposes of these Terms, any notice required to be in writing shall include email.

These Terms, as may be amended from time to time, constitute the whole agreement between the Client and the Company with respect to the Services and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

These Terms create a legally binding agreement between the Client and the Company only. Accordingly, unless expressly stated to be the case, these Terms do not create rights in favor of any third party.

The Client and the Company agree that if any provision of the Terms is found to be invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions of the Terms shall continue in full force and effect as if the provision in question had been deleted.

The Company adheres to the policy of protecting rights of intellectual property of third parties. These TOB may be terminated if the Client infringes the intellectual property of third parties. Any third party of the Client who considers its intellectual property rights violated shall contact the Company for appropriate response. If the Client or third party knowingly misrepresent that any activity on the Website or Trading Platform infringes the intellectual property rights may be held liable for any possible losses and damages.

21. FEEDBACK AND CONTACT INFORMATION

If you have any questions about these TOB, please contact us by e-mail support@ternion.io