

TERMS OF USE

Last update: December 8th, 2017

These Terms of Use constitute an electronic agreement between you (hereinafter the "User") and LATOEX EST OÜ, a limited partnership based on Estonia at Narva mnt 5, Tallin, Harju 10117 (hereinafter the "LATOEX") that applies to your use of this website, all services, products and content provided by LATOEX.

As used herein, "LATOEX" refers to the company LATOEX EST OÜ, including but not limited to, its owners, directors, investors, employees or other related parties.

These Terms of Use is an important document, which the User must consider carefully when choosing whether to visit the Site and to use services, products and content of LATOEX. Please read these Terms of Use carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all services, products and content of LATOEX.

By accepting these Terms of Use, you agree with and accept all policies published on this website.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT ACCESS THIS SITE AND DO NOT USE ANY OF LATOEX'S SERVICES, PRODUCTS AND CONTENT.

1. DEFINITIONS

1.1. Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below:

1.1.1. Account: means an account registered by the User on the LATOEX Platform.

1.1.2. Buyer: means the User who submits an Order to buy Tokens or Cryptocurrencies through the Platform.

1.1.3. Commission: means a fee charged by or on behalf of any third party (e.g. bank, non-bank financial institution, payment service provider, etc).

1.1.4. Cryptocurrency: means peer-to-peer decentralized digital representation of value (e.g. bitcoin, litecoin, ethereum, etc.).

1.1.5. Deposit: means a Transaction involving a transfer of Funds to the Account.

1.1.6. Fiat currency: means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.

1.1.7. Funds: means Cryptocurrency, Fiat currency and/or Tokens.

1.1.8. Tokens: means the digital cryptographic assets, which may be available and can be traded on the Platform.

1.1.9. Margin Trading: means leverage trading when the User may trade with borrowed Funds instead of his/her own (i.e. open a position using less of own Funds than this position actual amount).

1.1.10. Order: means a User's instruction to buy or sell Cryptocurrency or Tokens on certain conditions.

1.1.11. Platform: means an environment created by LATOEX that allows to trade Cryptocurrencies and Tokens.

1.1.12. Rollover fee: means estimated fee that is charged by LATOEX from the User's balance to rollover a position for the next 4 hours.

1.1.13. Seller: means the User who submits an Order to sell Tokens or Cryptocurrencies through the Platform.

1.1.14. Services: mean all and any service provided by LATOEX.

1.1.15. Site: means LATOEX website at <http://www.latoex.com/>.

1.1.16. Storage: means LATOEX service, which includes storing of (i) balances (in Fiat currency and/or in Cryptocurrency) from the abandoned Accounts, (ii) no longer supported cryptocurrencies and (iii) Tokens.

1.1.17. Transaction fee: means a fee which is payable to LATOEX for each completed Transaction.

1.1.18. Transaction Price: means the total price paid by the Buyer in respect to each Transaction performed via the Service.

1.1.19. Transaction: means (i) transfer of Cryptocurrencies or Fiat currencies by the User to his/her Account ("Deposit Transaction"); (ii) transfer of Cryptocurrencies, Tokens or Fiat currencies among the Users ("Trading Transaction"), (iii) withdrawal of Cryptocurrencies or Fiat currencies from his/her Account ("Withdrawal Transaction").

1.1.20. User: means a person or an entity, who uses the Services, agreed to the Terms of Use and is a holder of an Account.

1.1.21. Voucher: means an alphanumeric redeemable code, which can be used to transfer Cryptocurrency or Tokens between Accounts.

1.1.22. Withdrawal: means a Transaction involving a transfer of Funds from the User's Account to his/her bank account or to account opened in any other financial institution.

1.2. Where the context so admits words denoting the singular shall include the plural and vice versa.

2. SCOPE OF THE SERVICES

2.1. The Services allow all Users of the Platform to trade Cryptocurrencies and Tokens with other Users.

2.2. Depending on the User's place of residence, the User may not be able to use all the functions of the Site. It is the User's responsibility to follow those rules and laws in his/her place of residence and/or place from which the User accesses this Site.

2.3. The User acknowledges and agrees that, when completing Trading Transactions, he/she is trading with other Users, and that LATOEX acts only as an intermediary in such Transactions, not as counterparty to any trade.

3. USER'S RIGHTS AND RESPONSIBILITIES

3.1. The User has the right to enter and use the Site and the Services, as long as he/she agrees to and actually complies with the Terms of Use. By using the Site, the User agrees to accept and comply with the terms and conditions stated herein.

3.2. The User undertakes to read the entire Terms of Use carefully before using the Site or any of the services provided by LATOEX.

3.3. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.

3.4. The User undertakes to monitor all and any changes on his/her Account, including but not limited to the balance matters.

3.5. The User undertakes to immediately (i.e. right after the moment of discovery) inform LATOEX about any unusual, suspicious, unclear or abnormal changes on his/her Account. In case of late informing or non-informing the User will be liable for the breach of the Terms of Use and LATOEX will have the right to take any further steps accordingly, including but not limited to report to the relevant state authorities.

3.6. The User agrees that, whenever the Transaction is made, the Platform sends and receives the monetary sums and/or cryptocurrencies to/from the Buyer's and the Seller's Accounts opened in their name and on their behalf.

3.7. The User undertakes to notify LATOEX immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to contact@latoex.com. Any User who violates the mentioned rules may be terminated, and thereafter held liable for losses incurred by LATOEX or any user of the Site.

3.8. The User undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.

3.9. The User is responsible for any and all damages caused and all liability actions brought against LATOEX for infringement of third party rights or violation of applicable laws.

3.10. Nothing in the Terms of Use excludes or limits the liability of the User for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.

3.11. Users are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.

3.12. All added payment instruments to your Account, may it be a bank account, credit card, debit card, or others must be named after the Account holder. Any attempt otherwise will be considered as fraud.

4. USER'S REPRESENTATIONS AND WARRANTIES

4.1. By registering an Account, User expressly represents and warrants that he/she:

- a) follows the rules and laws in his/her country of residence and/or country from which he /she accesses this Site and Services;
- b) has accepted these Terms of Use;
- c) is at least 21 years of age and has the right to accept these Terms of Use and participate in transactions involving cryptocurrencies and Tokens.

4.2. The User represents and warrants that he will only use the Platform to perform Transactions in accordance with the conditions set forth in these Terms and that they are duly authorised and have the capacity to enter into the Transactions on the Platform.

4.3. The User represents and warrants that both Fiat currency and Cryptocurrency deposited to the Account belong to the User and derived from legal sources.

4.4. The User represents and warrants that he/she will withdraw any Cryptocurrency from his/her Account only to his/her wallets, otherwise LATOEX does not hold any liability for the consequences of such withdrawal.

4.5. The User represents and warrants that all Transactions being carried out do not violate the rights of any third party or applicable laws.

5. LATOEX'S RIGHTS AND RESPONSIBILITIES

5.1. LATOEX has the right to suspend User's Account and block all Cryptocurrency, Fiat currency and Tokens contained therein, in case of non-fulfilment or unduly fulfilment of the Terms of Use by the User.

5.2. LATOEX undertakes to provide Services with the utmost effort, due care and in accordance with these Terms of Use.

5.3. LATOEX's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Cryptocurrency transferred. When initiating Cryptocurrency transactions to a user who is not the LATOEX User, LATOEX responsibility shall be further limited to ensuring the transfer of the necessary technical data to the Cryptocurrency network.

5.4. To the extent permitted by law, LATOEX is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms of Use by LATOEX.

5.5. LATOEX is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection, or any reason why our site is unavailable at any given time.

5.6. In the case of fraud, LATOEX undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

5.7. Nothing in these terms excludes or limits the responsibility of LATOEX for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not be limited or excluded by law.

6. LATOEX'S REPRESENTATIONS AND WARRANTIES

6.1. LATOEX shall provide the Services with reasonable care and skill and in accordance with these Terms of Use.

6.2. All buy and sell orders made on the Platform, will be managed in an anonymous manner so that Buyers and Sellers are not acquainted with each other. The Transaction Price is calculated on the basis of actual matched orders made by Buyers and Sellers participating in the bidding process on the Platform combined with the applicable Transaction fees.

6.3. LATOEX represents and warrants that once the orders to buy or sell Cryptocurrencies and Tokens match, such orders may not be cancelled or reversed. It holds all Cryptocurrencies and Tokens transferred and acquired by each User in his/her Account and on the respective User's behalf.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All content on this Site is the property of LATOEX and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

7.2. The trademarks, trade names, service marks and logos of LATOEX and others used on the Site (hereinafter the "Trademarks") are the property of LATOEX and its respective owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to LATOEX. The Trademarks and other content on the Site should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated. The use of any content from the Site on any other site or a networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

7.3. LATOEX supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a lawful or apparent copyright ownership, please send us an email to contact@latoex.com.

8. USER VERIFICATION

8.1. Identification and verification procedures (also known as “Know Your Customer” or “KYC”) are required for all Transactions, which involve Fiat currency or its equivalents. On its sole discretion LATOEX may apply mentioned KYC procedures to Users, who make Transactions exclusively in Cryptocurrency. If the User refuses to provide required documents and information, LATOEX reserves the right to immediately terminate Services provision to the User.

8.2. You undertake to provide LATOEX with correct and relevant documents and personal information contained therein. In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity.

8.3. You hereby authorize LATOEX to, directly or indirectly (through third parties) make any inquiries we consider necessary to check the relevance and accuracy of the information provided for verification purposes.

9. ACCOUNT MAINTENANCE

9.1. The Site is for the User’s personal and non-commercial use only. LATOEX is vigilant in maintaining the security of the Site and the Service. By registering with LATOEX, the User agrees to provide LATOEX with current, accurate, and complete information about him/herself as prompted by the registration process, and to keep such information updated.

9.2. The User is allowed to register only one Account on the Platform. Thus, any additional Account may be suspended.

9.3. The User agrees that he/she will not use any Account other than his/her own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access.

9.4. LATOEX reserves the right to recommend amount limits for Account funding/withdrawal. LATOEX could recommend daily, monthly and per one-transaction amount limits.

9.5. The User is responsible for maintaining the confidentiality of information on his Account, including, but not limited to his password, email, wallet address, wallet balance, and of all activity including Transactions made through his Account. If there is suspicious activity related to the User’s Account, LATOEX may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests, or accept termination of his Account.

9.6. The creation or use of Accounts without obtaining the prior express permission from LATOEX will result in the immediate suspension of all respective Accounts, as well as all pending buy/sell orders. Any attempt to do so or to assist others (Users or other third parties), or the distribution of instructions, software or tools for that purpose, will result in termination of such Users' Accounts. Termination is not the exclusive remedy for such a violation, and LATOEX may decide to take further action against the User.

9.7. In case if it has been more than six (6) month since the User signed in with his/her Account or made the Funds deposit, LATOEX has the right to qualify this Account as abandoned. In that case Storage fee will be applied to such Account with seven (7) days prior email notification to the User. LATOEX will charge the Storage fee set forth herein. Abandoned Accounts with zero balances shall be deactivated.

9.8. The User has the right to claim his/her assets back and LATOEX undertakes to return such assets to the User charging its commission for assets return indicated in Section 12 and 13 hereof.

10. TRANSACTIONS

10.1. The Platform allows the User to submit Orders to purchase or sell Cryptocurrencies and Tokens.

10.2. The User recognizes that an Order should only be submitted after careful consideration and the User understands and accepts consequences of its execution. The User agrees that as soon as the Order is executed, such transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the Buyer's and the Seller's Orders, without prior notice to the Seller and the Buyer, and will be considered to have taken place at the execution date and time.

10.3. Minimum and maximum order amount vary for each trading pair, and can be seen on the Trade Page when placing an Order.

10.4. The User acknowledges and agrees that Deposit and Withdrawal Transaction in Fiat currency may be delayed due to bank verifications and checks, for a period up to one (1) month. Similarly and due to the inherent nature of the Cryptocurrency networks, the User acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from his/her Account may take between one (1) hour and twenty-four (24) hours, barring unforeseen or unavoidable network issues.

10.5. Unverified users are not allowed to withdraw any Cryptocurrencies or Tokens from their Account within forty-eight (48) hours after the Account was created.

10.6. In case if the User discovers transaction activity, including but not limited to unknown deposits and withdrawals, on his/her Account that was not initiated by the User, the User shall immediately notify LATOEX of this fact and follow the instructions sent by LATOEX. Otherwise, LATOEX reserves the right to freeze the Account until the end of investigation.

10.7. LATOEX may be forced to cancel or recall already executed Withdrawal Transaction at a request of financial institutions, including but not limited to banks,

which are involved in settlement of such Transactions. In such cases the User obliges to cooperate with LATOEX in order to discover the reasons for such request.

10.8. Minimum deposit amount for Ethereum (ETH) is 0.001. If the amount is less than 0.001, the funds will not be credited to your Account.

11. MARGIN TRADING

11.1. Margin Trading is available for long and short positions, which are the subject to specific fees, limits and conditions defined by LATOEX.

11.2. LATOEX may charge its fees for opening and/or closing of a position, as well as for keeping a position open ("Rollover fee"). Relevant fees can be found on the Fee Schedule page at <https://www.latoex.com/fee-schedule>.

11.3. The User may rollover an opened position for the next 4 hours multiple times paying the Rollover fee.

11.4. In any case, an opened position should be closed within 360 days as of the day it was opened.

11.5. LATOEX reserves the right to close any open position without any notice to the User if the User has no sufficient Funds to pay relevant fees or if a position is opened more than 360 days.

11.6. The User acknowledges and agrees that in order to avoid his/her balance to go negative, LATOEX has the right to close any open position, with or without any notification to the User when the price of a base currency (i.e. first symbol in the trading pair) approaches the 'stop loss price' value, specified by the User while opening a position.

12. STORAGE

12.1. Storage fee is charged by LATOEX for storing any Cryptocurrency as well as fiat currency until assets are claimed back by the User or the Account goes to a zero balance.

12.2. Storage fee is charged on the daily basis according to the Storage fee rates published on the Fee Schedule page:

12.3. In case if the User wants to claim his/her assets back it should be done via request to contact@latoex.com. After LATOEX receives such request it will send an appropriate instruction to the User.

12.4. LATOEX holds the right to change the Storage fee, as well as the way of its charge off.

13. TRANSACTION FEE

13.1. The User agrees to pay LATOEX the Transaction fee for each completed Transaction.

13.2. Prior to trading, the User must consider Transaction fee rates published on the Fee Schedule page. However, LATOEX reserves the right to change Transaction fee rates from time to time publishing updates on the Fee Schedule page.

13.3. Transaction fee amount is automatically charged off in the currency indicated after symbol “/” in the trading pair after the relevant Transaction. Thus, for BTC/USD, the fee charged in USD; for Token/ETH, the fee charged in ETH.

13.4. The minimum transaction fee equals to minimum currency amount. For fiat currency it equals to 0.01, for Cryptocurrency it depends from currency. Transaction fee is charged according to the Rounding policy.

13.5. Minimum and maximum price, as well as minimum and maximum order amount vary for each trading pair, and can be seen on the Trade Page when placing an order.

13.6. For specific type of orders, the Transaction fee may differ from those published on the 'Fee Schedule' page. Transaction fee rate shall be disclosed before the order execution.

13.7. The Transaction fee, other charges, as well as the charge procedure can be changed/reviewed unilaterally by LATOEX from time to time and such changes shall become effective the moment they are posted on the Site.

14. ROUNDING POLICY

14.1. For all financial calculations, LATOEX uses a rounding policy in the favour of the Platform. LATOEX rounds the fiat currencies to the 2nd digit after the separator. Rounding policy for cryptocurrencies varies depending on Cryptocurrency.

14.2. For the purpose of the processes optimization, transactions on the Platform with regard to some items (including, but not limited to currencies, cryptocurrencies, etc.) will not be reflected at the User's Account and will appear as soon as a unit is whole in accordance with the rounding standards.

14.3. Nevertheless, all units that were traded, even the smallest one, will be taken into account and preserved internally within the system.

14.4. Cryptocurrencies with rounding to 8th digit after separator are BTC, LTC, NMC.

15. ILLEGAL TRANSACTIONS

15.1. LATOEX reserves the right to suspend or terminate your LATOEX Account at any time if we reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

15.2. It is strictly forbidden to use the Account for any illegal purposes. LATOEX will report any suspicious activity to the relevant law enforcement.

15.3. The User shall ensure that it does not use the Services for transactions relating to:

- a) money laundering, terrorist financing, proliferation of weapons of mass destruction;
- b) human trafficking;
- c) any goods or services that are illegal or the promotion, offer, or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, or depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
- d) any goods or services, the promotion, offer, or marketing of which would violate copyrights, industrial property, rights or other rights of any person;
- e) archeological findings;
- f) drugs, narcotics, or hallucinogens;
- g) weapons of any kind;
- h) illegal gambling services;
- i) Ponzi, pyramid or any other "get rich quick" schemes;
- j) goods that are subject to any trade embargo;
- k) media that is harmful to minors and violates laws and, in particular, the provision is respect of the protection of minors;
- l) body parts or human remains;
- m) protected animals or protected plants;
- n) weapons or explosive materials; or
- o) any other illegal goods, services or transactions.

16. ACCOUNT SECURITY

16.1. The User is responsible for maintaining the confidentiality of his/her Account's credentials, including, but not limited to a password, email, wallet address, balance, and of all activity including Transactions made through the Account.

16.2. LATOEX personnel will never ask the User to disclose his/her password. Any message the User receives or website that he/she visits that asks for the password, other than the LATOEX Site, should be reported to LATOEX. If the User is in doubt whether a website is genuine, it is required to ensure the website is EV SSL compliant (Security Certificate Validation is shown in the address bar of a web browser).

16.3. It is advisable to change the User's password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to the Account. LATOEX also advises the User not to choose a password that is easily guessed from information someone might know or gather about the User or a password that has a meaning. The User must never allow anyone to access his/her Account or watch the User accessing his/her Account.

16.4. If the User has any security concerns about his/her Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact Support Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password or other security features. Any undue delay in notifying LATOEX may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her Account, the User should also contact an appropriate government agency and report the incident.

16.5. The User must take reasonable care to ensure that his/her e-mail account(s) are secure and only accessed by the User, as his/her e-mail address may be used to reset passwords or to communicate with the User about the security of the Account. LATOEX cannot be liable for the breach of an e-mail account resulting an unauthorized Transaction to be executed with proper confirmation. In case any of the e-mail addresses registered with the User's Accounts are compromised, the User should without undue delay after becoming aware of this contact Support Service and also contact his/her e-mail service provider.

16.6. Irrespective of whether the User is using a public, a shared or his/her own computer to access the Account, the User must always ensure that his/her login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using.

16.7. Additional products or services the User uses may have additional security requirements and the User must familiarize with those as notified to him/her.

16.8. Two-factor authentication must be enabled in order to make any Withdrawal Transactions.

17. TERMINATION OF THE TERMS OF USE

17.1. The User may terminate the Terms of Use, and close his Account at any time, following settlement of any pending transactions.

17.2. The User also agrees that LATOEX may, by giving notice, at its sole discretion terminate his/her access to the Site and to his/her Account, including without limitation, our right to: limit, suspend or terminate the service and Users' Accounts, prohibit access to the Site and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Users off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms. Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Users for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or another User's account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by LATOEX, acting at its sole discretion.

17.3. LATOEX also reserves the right to cancel unconfirmed Accounts or Accounts that have been inactive for a period of six (6) months or more, and/or to modify or discontinue our Site or Service. The User agrees that LATOEX will not be liable to them or to any third party for termination of their Account or access to the Site.

17.4. The suspension of the Account shall not affect the payment of the Transaction fees due for past Transactions. Upon termination, the User shall provide a valid bank

account details or Cryptocurrency address to allow the transfer of any currencies deposited to his/her Account. LATOEX shall transfer the currencies as soon as possible following the User's request in the time frames specified by LATOEX.

17.5. LATOEX will send the credit balance of the User's Account to him/her, however in circumstances a number of intermediaries may be involved in an international payment and these or the beneficiary bank may deduct charges. LATOEX will use reasonable efforts to ensure that such charges are disclosed to the User prior to sending the payment; however where they cannot be avoided, the User acknowledges that these charges cannot always be calculated in advance, and that he/she agrees to be responsible for such charges.

18. SERVICES AVAILABILITY

18.1. All Services are provided "AS IS", without guarantees of any kind, either express or implied.

18.2. LATOEX will strive to keep the Site up and running 24 hours per day, 7 days per week, 365 days per year, with a 99,9% uptime rates; however, all online services suffer from occasional disruptions and outages, in some cases, without LATOEX having given cause, by this way, LATOEX is not liable for any disruption or loss you may suffer as a result. Thus, LATOEX does not provide any guarantees that access to the Site will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

18.3. LATOEX will use reasonable endeavors to ensure that the User can normally access the Site in accordance with the Terms of Use. LATOEX may suspend use of the Site for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

19. FINANCIAL OR LEGAL ADVICE

LATOEX does not provide any financial, investment or legal advices in connection with the Services provided by LATOEX. LATOEX may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Cryptocurrencies or Tokens is the User's decision and LATOEX will not be liable for any loss suffered.

20. TAXATION

20.1. The User undertakes to pay all his/her taxes and duties, which can be resulted from the use of LATOEX Services and should be paid according the User's state of residence regulations.

20.2. LATOEX does not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

21. NOTICES AND COMMUNICATION

21.1. LATOEX reserves the right to send notices to, and communicate with the User by any means of communication, available to LATOEX, considering the contact details provided by the User.

21.2. The User expressly agrees to receive any notices in electronic form, and to be bound by them, if so is required by the Terms of Use.

22. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use shall be governed by and construed in accordance with the laws of Estonia, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with this website and these Terms of Use shall be submitted to the Estonia Courts in Tallinn, as the Court of first instance. If any portion of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

23. LIMITATION OF LIABILITY

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