

TERMS AND CONDITIONS OF USE

Effective Date: April 3rd, 2018.

LATOEX EST OÜ (“LATOEX” or “we”) runs the website www.latoex.com (“Site”), mobile applications (“Applications”) and other online services (collectively, “Services” or “Platform”), in accordance with the terms and conditions herein described (“Terms of Use”) and other published guidelines.

LATOEX is a platform for trading of digital assets (electronic tokens, including cryptocurrencies, “tokens”). The acceptance of the Terms of Use is essential for the use of the Platform and is binding upon the Parties. Be sure that you read, understood and agreed with these Terms of Use. Otherwise, the user shall not be able to access and use the Platform.

1. Definitions

Applications: mobile platforms which make available interactions non-based in web browser between the User and Platform;

Communications: communications, agreements, documents, receipts, notices and disclosures via e-mails, chat rooms and Application’s notifications that may include information and recommendations on the Platform, promotion, marketing or advertising that LATOEX believes to be of interest of the User and any other information that LATOEX provides in connection with the User Account and/or use of the Services;

Content: all material included in the Site and the Platform, including forms, evaluations, images, picture, text, layouts, schemes, illustrations, documents, audio and videoclips, HTML and other files available in the Platform;

Forks: sudden changes in operating rules of underlying protocols of blockchains or tokens;

Non-personal information: information which may not be used to identify the User, which includes webpages visited by the User, among others;

Personal Information: information which may be used to identify the User, such as numbers of identification, location data or electronic means of identification when they are related to an identified or identifiable individual;

Platform: LATOEX interactive interface that supports all types of trading and functionality available to the User, which can be made available in Site format, interactive interfaces, mobile applications, without limitation of other means;

Privacy Policy: LATOEX policy for collecting, using, storing, protecting and disclosing information, available at <https://goo.gl/Vt9jw1>;

Services: services offered in the Platform;

Servers: software or computer that provides the Platform web services, email, database, proxy, FTP, operating system, among others;

Site: set of hypertexts managed by LATOEX and accessible via www.latoex.com.

Third parties: persons or entities that are not contractually bound by these Terms of Use (as defined below);

Third Party Content: content provided by third parties;

Third Party Sites: sets of hypertexts administered by third parties;

Transactions: any transaction carried out through the Site, the Platform, including trading, payment, withdrawal, reimbursement, transfer, exchange and return.

URL: network address in which computer resources are found, such as Sites or peripheral devices;

User: A user who registered with the Platform to obtain a user login and password, has registered and paid to access the Services, content and/or certificate provided by LATOEX and will perform the activities and services of the LATOEX Platform;

User Account: register and identification of the User, with a username (login) and access password to the Platform; and

User Content: profile, written messages in forums emails, chatrooms, responses to the activities and evaluations and other User contents for use of Platform.

2. Acceptance of Terms of Use

The User agrees to the conditions of these Terms of Use, the Privacy Policy, other policies to be uploaded from time to time in the Site, the applicable laws, rules and regulations by accessing and using the Platform. LATOEX may change, at its sole discretion and at any time, these Terms of Use. The User will be informed of any changes, which he must accept to continue accessing and using the Platform.

If the User does not accept the updates to the Terms of Use, his/her use and/or access to the Platform will be suspended. Any updates to the Terms of Use will be effective immediately upon their posting on the Site. The continued use of the Platform by the User after posting of the updated version of the Terms of Use, with or without notice, represents their acceptance by the User. Thus, the User undertakes to periodically check the updates.

3. Eligibility

The User must register and maintain a personal user account ("User Account") in order to use and access the Platform. The User must be at least eighteen (18) years-old, or to have full legal capacity in his/her jurisdiction, to open a User Account.

In addition, the User represents and warrants that:

- (i) is not an individual customer, the individual who is making the register for the access has the requisite power and authority to sign and enter into binding agreements for and on behalf of the User;
- (ii) understands the risks associated with the use of the Site, that he/she is not prohibited from using the Site, and that is not otherwise prohibited by applicable law from using the Site;
- (iii) will not use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband or illegal trading of tokens or proceeds;

- (iv) will not trade or obtain financing on the Site or use any Services with anything other than funds or tokens belong to the User and derived from legal sources;
- (v) will not falsify any account registration details;
- (vi) will not falsify or materially omit any information or provide misleading information requested by LATOEX in the course of, directly or indirectly relating to, or arising from Users' activities on the Site or use of any Services, including at registration;
- (vii) any trading or other instructions received or undertaken through his/her login credentials or from the User's e-mail address registered with LATOEX are deemed to be valid, binding, and conclusive, and that LATOEX may act upon those instructions without any liability or responsibility attaching to it;
- (viii) all Transactions being carried out do not violates the rights of any third party or applicable laws.
- (ix) will fairly and promptly report all income associated with Users' activity on the Site pursuant to applicable law and pay any and all applicable taxes;
- (x) 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. Account

The User Account registration requires the User to provide LATOEX with certain Personal Information, such as his/her name, address, telephone number, age, and a valid mean of payment by credit card.

The User agrees to keep the true, complete and updated information in his/her User Account, being responsible for the correctness of the information. If User does not maintain true, complete and up-to-date information in his/her User Account, including whether the payment method informed is invalid or expired,

(i) he/she may be unable to access and use the Platform; or (ii) LATOEX may terminate these Terms of Use.

The User is responsible for all activities performed on his/her User Account and he/she agrees to always maintain the security and confidentiality of information on his/her User Account, including, but not limited to his/her password, email, wallet address, wallet balance, and of all activity including Transactions made through his/her User Account.

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 Site, should be reported to LATOEX. The User undertakes to monitor all and any changes on his/her Account, including but not limited to the balance matters.

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 User Account. The User should 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 User Account or watch the User accessing his/her User Account.

If the User has any security concerns about his/her User 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 LATOEX immediately after becoming aware of any loss, theft, misappropriation or unauthorized use of the User Account, login details, password or other security features. Any undue delay in notifying LATOEX may not only affect the security of the User 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 User Account, he/she should also contact an appropriate government agency and report the incident.

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 User Account. LATOEX cannot be liable for the breach of an e-mail account resulting an unauthorized Transaction to be executed with proper confirmation. If the

e-mail address registered with the User Account is compromised, the User should without undue delay after becoming aware of this contact LATOEX and also contact his/her e-mail service provider.

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.

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

If there is suspicious activity related to the User Account, LATOEX may request additional information from the User, including authenticating documents, and suspend the User Account for the review time. The User is obligated to comply with these security requests, otherwise, his User Account will be subject to termination.

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

The User may retain only one (1) User Account for his/her personal use. Creation or use of User Accounts without obtaining the prior express permission from LATOEX will result in the immediate suspension of all respective User 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, without prejudice of the right of LATOEX to take further action against the User.

In case if it has been more than six (6) months since the User signed in with his/her User Account or made the funding of the User Account, LATOEX has the right to qualify this User Account as abandoned. In that case a storage fee will be applied to such User Account with seven (7) days prior email notification to

the User, according to the rates set forth in our Schedule of Fees. Abandoned Accounts with zero balances shall be deactivated.

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

5. Anti-Money Laundering and Verification Procedures

Identification and verification procedures are: (i) mandatory for all Transactions which involve legal tender currency; and (ii) applicable on the sole discretion of LATOEX for Transactions exclusively in tokens. If the User refuses to provide required documents and information, LATOEX reserves the right to immediately terminate Services.

Applicable law, regulation, and executive orders may require LATOEX to, upon request by government agencies, freeze withdrawals or trading (or both), or provide information regarding the User Account. Further, our recordkeeping and customer verification procedures are subject to change at any time as required by law or industry practices. LATOEX must comply with the law and the User accepts any inconveniences to the User or other consequences resulting from our compliance.

The User undertakes to provide LATOEX with correct and relevant documents and personal information contained for verification procedures. If the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity, and will be subject to further legal measures in addition to the termination of Services.

The User hereby authorizes 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.

Additional information at our Anti-Money Laundering Policy at www.latoex.com/aml.

6. Notices

LATOEX may contact the User through the notice's services. The User expressly agrees to receive all communications, agreements, documents,

receipts, notices and disclosures via e-mails, chat rooms and Application's notifications that may include information and recommendations on the Platform, promotion, marketing or advertising that LATOEX believes to be of interest of the User and any other information that LATOEX provides in connection with the User Account and/or use of the Services ("Communications").

If the User does not want it, he/she can at any time choose not to receive LATOEX or its partners' emails, marketing and advertising messages and announcements through the following address <https://goo.gl/Vt9jw1>. However, LATOEX may send administrative and trading notices including, but not limited to, User Account information, confirmation of registration, information related to payment, transaction receipts, or other services required by the User to access the Platform.

In addition, the User may, at the time of registering the User Account or at any time, inform LATOEX of their telephone number. The User agrees to receive pre-recorded or automated dial-in calls made by LATOEX on any telephone number he/she has provided to us to comply with the Terms of Use, LATOEX policies, applicable laws or any other agreement between LATOEX and the User. The User agrees that LATOEX may provide Communications by sending an SMS or text message to a mobile phone number that the User provides.

LATOEX will not share the User's telephone number with third parties without permission for promotional purposes. LATOEX may share the telephone number that the User has informed with Affiliates or service providers, such as customer services, billing, or collection companies that LATOEX has hired to defend its rights or fulfill its duties under the Terms of Use, LATOEX policies, applicable laws, or any other agreement entered into with the User. The User further consents that such companies may also contact him/her through pre-recorded or automated dial-in calls and text messages, which shall be previously authorized by LATOEX to serve the purposes set forth above.

The User's carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. The User should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. The

User may also contact us through contact@latoex.com to request additional electronic copies of Communications.

The User may withdraw his/her consent to receive electronic Communications by sending a withdrawal notice to contact@latoex.com. If the User declines or withdraws consent to receive electronic Communications, LATOEX may suspend or terminate his/her use of the Services.

The User is responsible to keep email address and/or mobile phone number up to date with LATOEX. The User understands and agrees that if LATOEX sends an electronic Communication but the User does not receive it because his/her email address or mobile phone number on file is incorrect, out of date, blocked by his/her service provider, or he/she is otherwise unable to receive electronic Communications, LATOEX will be deemed to have provided the Communication to the User. If the User uses a spam filter that blocks or re-routes emails from senders not listed in the User's email address book, the User must add LATOEX to his/her email address book so that the User will be able to receive the Communications. The User can update his/her email address, mobile phone number or street address at any time by logging into his/her User Account. If the email address or mobile phone number of the User becomes invalid such that electronic Communications sent by LATOEX are returned, LATOEX may deem his/her User Account to be abandoned, and the User may not be able to complete any Transaction via our Services until we receive a valid, working email address or mobile phone number from the User.

7. Intellectual Property Rights

The Platform is property of LATOEX and its licensors and managed by LATOEX. LATOEX reserves the right at any time and from time to time to modify, discontinue the Platform or any part thereof temporarily or permanently, with or without notice. The User agrees that LATOEX shall not be liable for any modifications, suspensions or discontinuance of the Platform or any part thereof. During the term of the Terms of Use, no provision of the Terms of Use shall be construed to oblige LATOEX to maintain and provide the Platform or any part thereto

The full content or any material available on the Platform, such as programs, codes and other images, texts, layouts, diagrams, exhibits, illustrations, documents, materials, audio clips and video, HTML and files ("Content"), are the property of LATOEX or licensors, being protected by copyrights, patents and/or other intellectual property rights.

Except as otherwise expressly permitted in the Terms of Use, the User may not copy, sell, resell, display, reproduce, publish, modify, create, transfer, distribute or otherwise commercially exploit the Platform or any Content, or create works that derive from the Platform. The User also may not decompile, disassemble, access, or make reverse engineering of the source code of any software that may be used to administer the Platform.

LATOEX may periodically include software, codes, instructions or other information in the content or materials of the Platform; all information is provided as-is. Use of this Content for commercial purposes is strictly prohibited.

LATOEX reserves the right to remove, without prior notice, any content that infringes the copyrights, patents, trademarks, trade secrets, publicity rights or any other intellectual property rights of LATOEX or third parties. The removal of content by allegations of copyright infringement will occur from the request when it is made through the channel of the Platform

7.1 Trademarks

"LATOEX," the LATOEX logo, and any other LATOEX product or service names, logos or slogans that may appear on our Services are trademarks of LATOEX, and may not be copied, imitated or used, in whole or in part, without our prior written permission. The User may not use any trademark, product or service name of LATOEX without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of LATOEX. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of LATOEX and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names

or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us. Third-Party Content

In using our Services, the User may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). LATOEX does not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, the business dealings or correspondence of the User with such third-parties are solely between the User and the third-parties. LATOEX is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and the User understands that his/her use of Third-Party Content, and his/her interactions with third parties, is at his/her own risk.

The User acknowledges and agrees that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary provided by him/her on our platform or one of our social media accounts, regarding LATOEX or the Services that are provided by the User, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of LATOEX. LATOEX will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such material for any purpose, commercial or otherwise, without acknowledgment or compensation to the User.

7.2 License of Use

Once the Terms of Use are fulfilled, LATOEX hereby grants the User the personal, limited, global, non-exclusive, non-transferable, revocable and non-sublicensable right and license to use the Platform. Such license is subject to these Terms and does not permit (a) any resale of the Content; (b) the distribution, public performance or public display of any Content; (c) modifying or otherwise making any derivative uses of the Content, or any portion thereof;

or (d) any use of the Content other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate the User's access to the Services.

The use of the Platform does not grant the User any intellectual property rights over the Platform and its Contents. The User must comply with all copyright notices or restrictions contained on the Platform. The User may not delete any assignments, legal notices, or proprietary rights from the Platform.

The Platform is also available in Application format for personal device, and LATOEX may update it automatically any time. Subject to compliance with these Terms of Use, LATOEX grants the User a limited, non-exclusive, non-sublicensable, revocable, non-transferable license for access and use the Application on a personal device solely for the use of the Platform and access and use of any Content and related material that may be made available through the Platform for the User, for only personal and never for commercial use.

8. Terms of Trading

LATOEX does not own or control any of the underlying software through which blockchain networks are formed and tokens are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Services, the User acknowledges and agrees (i) that LATOEX is not responsible for operation of the underlying software and networks that support tokens and that LATOEX makes no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules ("Forks"), and that such Forks may materially affect the value, function, and/or even the name of the tokens the User stores in his/her Account. In the event of a Fork, the User agrees that LATOEX may temporarily suspend the Services (with or without advance notice to the User) and that LATOEX may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked network entirely, provided, however, that the User will have an opportunity to withdraw tokens on at least one of still existent underlying networks. The User acknowledges and agrees that LATOEX assumes no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

LATOEX may delist a token at any time at its sole discretion based on a number of factors, one of which may include changes in a given token's characteristics after LATOEX has listed the token.

A transaction on the Platform may fail for several reasons, including but not limited to change in seller prices, insufficient margin, or unanticipated technical difficulties. We make no representation or warrant that any transaction will be executed properly. To the maximum extent permitted by law, LATOEX is under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner.

In the event that the User receives any data, information, or software through our Services other than that which the User is entitled to receive pursuant to these Terms, the User will immediately notify us and will not use, in any way whatsoever, such data, information, or software.

LATOEX may refuse to execute a trade, impose trade amount limits or restrictions at any time in its sole discretion without notice. LATOEX also reserves the right to refuse to process, or the right to cancel or reverse, any transaction or disable a User's deposit address on the Platform where LATOEX suspects the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if LATOEX suspects the transaction relates to a prohibited use as stated herein, including transactions involving the opening of an Account and subsequent closure without any actual trading occurring. LATOEX provides deposit Accounts to enable trading using the Services and does not allow Users to use such Accounts as a web wallet or address changing service. LATOEX may halt deposit activity at its sole discretion. While LATOEX may in its discretion reverse a trade, the User may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

LATOEX may correct, reverse, or cancel any trade impacted by an error in processing purchase or otherwise. The User's remedy in the event of an error will be limited. The User may seek to cancel his/her order or obtain a refund of any amounts charged to the User, although we cannot guarantee such cancellations or refunds will always be possible.

LATOEX provides its Users with a platform that allows their orders to be matched with the orders of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

Tokens that are available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. The User acknowledges that while we are using commercially reasonable methods to provide exchange rate information to him/her through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. In addition, the actual market rate at the time of the User's trade may be different from the indicated prevailing rate depending on the velocity of trading in the Tokens involved in the User's trade. The User agrees that LATOEX is not liable for price fluctuations or differences in actual versus indicated rates.

9. Risk Disclosure Statement

Understanding tokens requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a token on LATOEX does not indicate approval or disapproval of the underlying technology regarding any token and should not be used as a substitute for the User's own understanding of the risks specific to each Token. LATOEX gives no warranty as to the suitability of the Tokens traded under these Terms of Use and assume no fiduciary duty in our relations with the User.

The User accepts the risk of trading tokens. In entering into any transaction on the Platform, the User represents that has been, is, and will be solely responsible for making his/her own independent appraisal and investigations into the risks of the transaction and the underlying tokens. The User represents that has sufficient knowledge, market sophistication, professional advice and experience to make his/her own evaluation of the merits and risks of any transaction or any underlying token.

LATOEX does not advise on trading risk. If LATOEX or its representatives do provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to the User's relationship with us and imposes no obligation of truth or due diligence on behalf of LATOEX or its representatives.

This risk disclosure statement cannot and does not disclose all risks and other aspects involved in holding, trading, or engaging in financing or financed transactions in tokens. In addition to the risk disclosed in other clauses of these Terms of Use, there are other risks involved in the trading of tokens. They include, but are not limited to, the following:

- (i) Market Risk: The market for digital tokens is still new and uncertain. Speculating on the value of tokens is high risk and Users should never trade more than they can afford to lose. Whether the market for one or more tokens will move up or down, or whether a particular token will lose all or substantially all of its value, is unknown. Use of leverage can work against the User as well as for the User and can lead to large losses as well as gains.

- (ii) Liquidity and Listing Risk: Markets for digital tokens have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade tokens or products derived from or ancillary to them. If the market moves against the position of the User, he/she may be called upon by us to provide a substantial amount of additional margin funds, on short notice, in order to maintain his/her position. If the User does not provide the required Funds within the time required by us, his/her position may be liquidated at a loss, and he/she will be liable for any resulting deficit in the User Account. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the losses to the intended amounts, since market conditions may make it impossible to execute such orders. Furthermore, any market for tokens may abruptly appear and vanish. There is also a risk of market manipulation. LATOEX makes no representations or warranties about whether a token that may be traded

on the Site may be traded on the Site any point in the future, if at all. Any token is subject to delisting without notice or consent.

- (iii) Legal Risk: The legal status of certain tokens may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more tokens constitute property, or assets, or rights of any kind may also seem unclear. Users are responsible for knowing and understanding how tokens will be addressed, regulated, and taxed under applicable law.
- (iv) Exchange Risk (Counterparty Risk): There are attendant risks of holding tokens on deposit or with any third party in a custodial relationship. These risks include security breaches, risk of contractual breach, and risk of loss. Users should be wary of allowing third parties to hold their property for any reason.
- (v) Trading Risk: In addition to liquidity risks, values in any token marketplace are volatile and can shift quickly. Users in any tokens market are warned that they should pay close attention to their position and holdings, and how they may be impacted by sudden and adverse shifts in trading and other market activities.
- (vi) Operational Risks: Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. LATOEX does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. The User is aware of and accept the risk of operational challenges. LATOEX may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Service. The User agrees to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. In addition, the User acknowledges that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. The User acknowledges that LATOEX shall not be responsible for any communication failures, disruptions, errors, distortions or delays he/she

may experience when trading via the Services. The User agrees and acknowledges that the Service may experience operational issues that lead to delays on our platform. The User agrees not to hold LATOEX accountable for any related losses.

- (vii) Risks of Transfer. the User accepts all consequences of sending tokens to an address off our platform. Token transactions may not be reversible. Once the User sends tokens to an address, the User accepts the risk of indefinite loss of access to his/her Tokens. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return the User's tokens, or an address belongs to an entity that may return the User's Tokens but first requires action on the User's part, such as verification of his/her identity.

10. Withdrawals

Irrespective of the nature and form of any withdrawal request, whether initiated by the User or otherwise, LATOEX is entitled to process and send withdrawals using money or any one or more tokens. In the course of processing and sending any withdrawals in money or one or more tokens, LATOEX may be required to share User's customer information with other contractual third parties. The User hereby irrevocably grants full permission and authority for LATOEX to share this information with such contractual third parties and releases LATOEX from any liability, error, mistake, or negligence related thereto.

If the User requests a withdrawal of tokens and we cannot comply with it without closing some part of User's open positions, we will not comply with the request until the User has closed sufficient positions to allow a withdrawal.

Withdrawal Transactions are subject to two-factor authentication.

11. User Conduct

Notwithstanding the remaining provisions set forth in these Terms of User, the User agrees to:

- (i) to accept and comply with the terms and conditions stated herein to have the right to enter and use the Site and the Services;
- (ii) to read the entire Terms of Use carefully before using the Site or any of the Services;
- (iii) to comply with any and all applicable laws and regulations related to the use of the Services;
- (iv) 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;
- (v) do not harass other users - it is prohibited to direct abusive or inappropriate content to other users;
- (vi) not to defraud any activities or services of the Platform;
- (vii) inform LATOEX immediately, through its own channel, if he/she sees another User circumventing or violating the Terms of Use;
- (viii) not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes in whole or in part, the activities or services of the Platform that have not been expressly authorized in these Terms of Use;
- (ix) not to use LATOEX name, trademarks, service marks, or other materials related to any communications or e-mails, even if not requested;
- (x) do not use automated or electronic means to access the Platform (including robots, spiders, scripts, among others);
- (xi) not falsely declare, pretend to be another person or otherwise adulterate his/her identity, employ pseudonym or misrepresent their affiliations with a person or entity, past or present, among other actions;
- (xii) not interfere with the activities and services of the Platform, Servers or networks connected to the Platform;
- (xiii) do not disrupt the activities and services of the Platform or fail to comply with any requirements, procedures, policies or regulations of Servers or networks connected to the Platform;

- (xiv) be responsible for the veracity of the information provided and collected by LATOEX; and
- (xv) periodically check for updates to the Platform Terms of Use and Privacy Policy.

In addition, the User shall not post, upload, transmit or otherwise make available through the Platform any content, communications or other information that:

- (i) are obscene, false, indecent or defamatory or that slander, abuse, embarrass, discriminate or threaten others;
- (ii) have viruses, Trojans, worms, time bombs, cancellation robots, other malicious devices or harmful components that could damage, interfere negatively, clandestinely intercept or expropriate any system, data or Personal Information;
- (iii) is not authorized to disclose or make available under any law or contractual or fiduciary relationships (such as privileged, proprietary and confidential information learned or disclosed as part of employment relationships or under confidentiality agreements);
- (iv) infringe on copyrights, patents, trademarks, trade secrets, publicity rights or any other intellectual property rights or property rights of third parties; or
- (v) violate any applicable local, state, national or international laws or otherwise advocate or encourage illegal activity.³

The User agrees that, whenever the Transaction is made, the Platform sends and receives the monetary sums and/or tokens to/from the buyer's and the seller's accounts opened in their name and on their behalf.

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.

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.

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

The User is responsible for complying with applicable law. LATOEX is not responsible for determining whether or which laws may apply to the Transactions, including tax law. The User is solely responsible for reporting and paying any taxes arising from the use of the Services.

All amounts due by LATOEX to any User for any purpose shall be paid free and net of any taxes that may arise out of the trade, ownership, gain or income of the assets underlying the tokens negotiated within LATOEX.

12. Social Media Features

The Platform may contain interactive social media features. The User agrees to use such features only to send messages, content and text, audio or video information, including comments and feedback relating to the purpose for which LATOEX provided the means of communication. LATOEX may provide services that allow users to communicate with collaborators, such as chat rooms. LATOEX acknowledges and agrees that such services may be monitored or recorded for quality control purposes in accordance with the Terms of Use and the Privacy Policy.

LATOEX may, at its discretion and under legal determinations, promote the removal of content considered to be contrary to the Terms of Use, including messages, text, audio or video information, comments and feedback formulated and presented by the User on the Platform. The content of any texts, messages, photographs, videos and files in general published by the User on the Platform is the sole and exclusive responsibility of the User and the author of said post, without any responsibility, solidarity or subsidiary, in any way, of LATOEX.

13. User Content

LATOEX may offer the User the ability to display, upload, post or otherwise make available text, audio or video content and information, including comments and feedback related to the Platform in public discussion groups and forums, chat rooms, or any other environments ("User Content"). LATOEX does not claim ownership of any User Content that may be displayed or made available by the User on the Platform. The User will be the sole and exclusive owner of all rights, titles and interests relating to the User Content. The User is solely responsible for the Content he/she shares.

The User hereby grants LATOEX an irrevocable, global, perpetual, royalty-free, non-exclusive license to: (i) use, distribute, reproduce, modify, adapt, perform, create derivative works and publicly display any User Content presented or available to LATOEX; or (ii) otherwise make commercial use of the User Content, with the prerogative to sublicense those rights for any purpose.

LATOEX reserves the right to remove or modify User Content for any reason, including User Content that LATOEX believes violates the Terms of Use.

The User represents and warrants that, in relation to the User Content:

- (i) enjoys all rights, licenses and/or authorizations to provide such User Content and allow LATOEX to use it as set forth above,
- (ii) will be responsible for the discharge of any third-party fees related to the provision and use of the User Content; and
- (iii) such User Content does not infringe or violate any third-party rights or constitutes a false statement or dishonest business practice.

The User further agrees to comply with all applicable local standards, including rules pertaining to online conduct and acceptable content.

14. Rights and Obligations of LATOEX

LATOEX has the right to suspend User's Account and block all assets such as tokens and legal tender currency contained therein, in case of non-fulfilment or unduly fulfilment of the Terms of Use by the User.

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

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

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.

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.

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.

LATOEX provides an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter, Users should be aware of it prior to utilizing our Services.

15. Payment

The User shall inform a valid credit card at the time of enrollment to purchase any services or products of the Platform. The User agrees that LATOEX and third-party providers of payment service may use and store their payment information and Personal Information provided in the User Account registration. All added payment instruments to User Account, may it be a bank account, credit card, debit card, or others must be named after the User. Any attempt otherwise will be considered as fraud.

Personal User Information may also be shared with third-parties who provide assistance to LATOEX to maintain and manage database records, means of payment, after-sales, data management, and credit verification services. While

LATOEX has no control over the use that third parties make of Personal Information, reasonable steps are taken to obtain the third party's compliance with the protection of the confidentiality, security and integrity of any Personal Information that LATOEX shares with them or collects through the LATOEX Platform.

The User may terminate his/her subscription at any time, in this case subject to these Terms of Use. All applicable taxes are calculated from the billing information that the User provides to LATOEX at the time of purchase. In case of non-payment of the invoice, the User's signature may be canceled by LATOEX.

16. Authorization of Use

For information about how LATOEX collects, uses, stores, protects, and discloses Personal Information of Users, read the Privacy Policy, available at <https://goo.gl/Vt9jw1>. LATOEX's Privacy Policy is hereby incorporated into the Terms of Use for reference purposes. The User must carefully read the Privacy Policy. By accepting the Terms of Use, the User agrees and also abides by the aforementioned Privacy Policy.

17. Limitation of Warranty

The User expressly acknowledges and agrees that the Services are provided "as is" and "as available". LATOEX disclaims all representations and warranties, express, implied or statutory, not expressly contained in these Terms of Use, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Furthermore, LATOEX makes no representations or warranties about the reliability, timeliness, quality, suitability or availability of the services or of any services or goods requested through the use of the Platform, nor that the Platform will be uninterrupted or free of errors. The User agrees that all risk arising from the use of the Platform will always be to the fullest extent permitted by applicable law.

Notwithstanding the foregoing, LATOEX does not represent and warrant that the Services:

- (i) meet their requirements or expectations, or achieve the expected goals;
- (ii) will not be paralyzed or otherwise uninterrupted, timely, safe and free of errors;
- (iii) be accurate, complete, current, fully safe or reliable; or
- (iv) will be corrected in case of defects.

The User undertakes all risks of personal injury, including death and damages to movable property, caused by the use of the Platform.

18. Limitation of Liability

IN NO EVENT SHALL LATOEX, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO THE USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/ OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF

THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT LATOEX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THE FULL CUMULATIVE LIABILITY OF LATOEX RESULTING FROM THE TERMS OF USE WILL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY LATOEX FROM THE CLAIMING USER IN THE MONTH OF THE OCCURRENCE CAUSING THE ALLEGED LIABILITY FOR THE USE OF THE PLATFORM. THE EXISTENCE OF SEVERAL CLAIMS WILL NOT EXPAND OR INCREASE THE LIMITATION MENTIONED ABOVE. THE USER ACKNOWLEDGES THAT THIS CLAUSE DEMONSTRATES THE RISK ALLOCATION AGREED BETWEEN THE PARTIES AND THAT LATOEX WOULD NOT ENTER INTO THESE TERMS OF USE OR MAKE THE PLATFORM AVAILABLE TO THE USER WITHOUT SUCH LIMITATIONS OF LIABILITY. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER ANY REMEDY HERE PROVIDED MEETS USER'S BASIC PURPOSE OR NOT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

THE LIMITATIONS AND WAIVER OF WARRANTIES CONTAINED HEREIN ARE NOT INTENDED TO LIMIT LIABILITY OR MODIFY CONSUMER RIGHTS WHICH, IN ACCORDANCE WITH APPLICABLE LAW, MAY NOT BE LIMITED OR ALTERED.

19. Indemnification

The User agrees to indemnify, defend and hold LATOEX, its shareholders, directors, officers, representatives, employees and assignees harmless from and against any and all claims, charges, losses, liabilities and expenses (including attorneys' fees) arising out of or relating to: (i) the Platform, of services or goods obtained through the use of the Platform; (ii) noncompliance

or breach of any provision of these Terms of Use; and (iii) LATOEX's use of User Content or violation of third party rights, including intellectual property rights or other proprietary rights.

20. External Links

For the convenience of the User, LATOEX may disclose links to other sites operated by companies other than LATOEX ("Third-Party Sites") and these may in turn include content or offer products and/or services for sale. LATOEX does not authorize, edit, control or monitor such Third-Party Sites. The User acknowledges and agrees that LATOEX has no responsibility for the accuracy or availability of information provided by the Third-Party Sites and that LATOEX does not control or approve the content, products, advertising or other materials posted on those Third-Party Sites.

LATOEX may remove, at any time, for any reason and in its sole discretion, any links to Third-Party Sites of the Site. LATOEX shall not be liable for any transactions between the User and Third Parties through the Third-Party Sites, or for any liability resulting from the statements or information provided on those Third-Party Sites. The fact that there is a link with any Third-Party Site does not create or imply a relationship or partnership between LATOEX and its operator.

21. Security

LATOEX will take appropriate technical and organizational measures against the loss of User's Personal Information or the unlawful processing thereof. To this end, LATOEX will adopt industry standard practices to maintain the security of Personal Information as long as commercially reasonable, such as encryption, Firewalls and Secure Sockets Layer (SSL), as well as physical protections of the locations where Personal Information is stored. Nevertheless, no matter how effective security technology is, no system is impenetrable. LATOEX cannot fully guarantee the security of the databases, just as it can not guarantee that the Personal Information of the User will not be intercepted. Any transmission of information from the User to LATOEX is under the responsibility of the User. Furthermore, it is the User's responsibility to

protect the access information (username and password of access). The User must immediately inform LATOEX if his User Account is compromised or used without authorization

22. Termination

The User agrees that any disabling or termination of access to the Platform may be effected without prior notice and that LATOEX shall not be liable for the cancellation of the User Account. The User further acknowledges that LATOEX may store and store its information regardless of termination of the User Account.

The User agrees that LATOEX may, in its sole discretion and at any time, disable or cancel the User Account or otherwise invalidate access to the Platform for any reason or even if the User is deemed to:

- (i) breached the Terms of Use
- (ii) infringed the intellectual property rights of others;
- (iii) did not pay the amounts owed;
- (iv) attempts to gain unauthorized access to the Site or another User's account or providing assistance to others' attempting to do so
- (v) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
- (vi) unexpected operational difficulties;
- (vii) upon the request of law enforcement or other government agencies as well as court orders if deemed to be legitimate and compelling by LATOEX, acting at its sole discretion; or
- (viii) overcoming software security features limiting use of or protecting any content violated or acted in a manner inconsistent with the spirit of the Terms of Use or any applicable code of conduct.

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

The User also agrees that LATOEX shall have the right of 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, in the event of breach of these Terms of Use.

LATOEX also reserves the right to cancel unconfirmed Accounts or Accounts that have been abandoned 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 his/her Account or access to the Site.

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. If any Transaction is in a pending state at the time the User Account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate.

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.

The User may not cancel his/herr Account if LATOEX believes in its sole discretion that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to LATOEX. In the event that the User or LATOEX terminates this agreement or his/her access to the Services, or deactivates or cancels the User Account, the User will remain liable for all amounts due hereunder. In the event that a technical problem

causes system outage or Account errors, LATOEX may temporarily suspend access to User Account until the problem is resolved.

23. Miscellaneous

LATOEX is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, LATOEX is excused from any and all performance obligations and these Terms of Service shall be fully and conclusively terminated.

LATOEX may transfer or assign part of its rights free of charge or delegate its obligations under the Terms of Use. The User may not transfer or assign, in whole or in part, any part of his/her rights or delegate the obligations set forth in Terms of Use without the prior written consent of LATOEX.

If any provision of the Terms of Use is deemed unlawful, void or for any reason unenforceable, it shall be deemed to be separate from the other provisions set forth herein and shall not affect the validity and enforceability of the other provisions of the Terms of Use.

LATOEX delay or inability to perform any of the rights provided herein shall not in any event be construed as a waiver of the right and privilege of doing so at any time thereafter.

The headings of the clauses herein are displayed for reference only and have no legal effect.

The Terms of Use shall be governed by and construed exclusively in accordance with Estonian laws. Any claim, conflict or controversy arising out of or relating to this agreement, including its validity, interpretation or enforceability, shall be settled exclusively by the courts of the of Estonia. If the User chooses to

access the Platform, he/she agrees and acknowledges that he/she does so of his/her own will and risk and that he/she is fully responsible for compliance with all applicable laws.