Execution-only Mandate Agreement

This Agreement is entered into by and between the Company and the Users. The Company and User may be individually referred to as a “Party” or collectively as the “Parties”.

The Company is currently not regulated nor supervised by FINMA.

NOW THEREFORE THE PARTIES HERETO INTENT TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

1. Definitions

Any capitalized terms within this Agreement shall have the same definition as set in Annex 1 of the Terms.

Words in the singular form include the plural form, and vice versa.

2. Applicability

2.1. By clicking the “Accept” tick-box, you accept this Agreement and you acknowledge that this Agreement has been read and that you agree to be bound by it. You also agree to be bound by any laws and regulations which apply to the services rendered through this Agreement.

2.2. You warrant that you will not hold the Company liable for any losses or damages which may result from the lack of understanding of the Agreement, from your use of the Platform and/or from the provided Services.

3. Eligibility

You warrant and represent that you fulfil all the Eligibility requirements set out under the Terms before entering this Agreement.

4. User Experience

4.1. You warrant that you have the necessary experience and knowledge to place request for the Execution of the Transactions and to take the investment decisions related to the Transactions you intend to Execute and that you can properly assess the associated risks.

4.2. You warrant that you shall not hold the Company liable in the selection and monitoring of your adequacy and experience with regards to the receipt and transmission of requests to Execute Transactions.

4.3. You accept and understand that you are always responsible for ensuring that the Transactions carried out comply with any special provisions that oblige you to have the required authorizations and Fiat Currencies and/or Cryptocurrencies to carry out the Transactions.

4.4. You acknowledge that, under this Agreement, the Company shall not provide any investment advice, make recommendations to buy or sell Cryptocurrencies and/or Fiat Currencies and you shall solely and freely decide which Transactions you shall carry out though the Platform and monitor the performance of Cryptocurrencies and Fiat Currencies, at your own risk and taking full responsibility in this regard. You undertake to conduct a Transaction only if you have the necessary knowledge, Assets and experience and if you are fully aware of the risks as indicated in this Agreement.

5. Transaction orders

5.1. Orders given by the User to carry out a Transaction are sent to the Company through the Conversion operations available on the Platform according to the specifications provided in this Agreement.
5.2. Orders given by the User on the Platform subsequent to the identification and verification of the User following the KYC Process by transmitted to the Company through the Platform.

5.3. The User is expressly advised not to disclose the identification information to third parties.

5.4. You are be solely liable for the issuance of the orders. You acknowledge and agree that the possible delays of unforeseeable duration which may occur, depending on the transmission method, between the moment you issue the order and the moment the Company receives it is not a liability of the Company. The Company is not liable for any such delay provided it has not accepted the order according to the conditions set out in this Agreement.

5.5. The Company reserves the right, at any time, not to Execute a Transaction sent by you. In such cases, the Company is to inform you as soon as possible.

5.6. Upon receipt and provided they are valid and lawful, the Company promptly processes the order subsequent to sending you a confirmation of a receipt of the order to Execute the Transaction.

5.7. You warrant and accept that the receipt of an order does not guarantee that it shall be Executed by the Company.

5.8. If an order cannot be received by the Company through the Platform, the Company will inform you as soon as possible. Orders which cannot be transmitted through the Platform are considered to have expired. In such event, you are responsible for issuing a new order in the event that an order to Execute a Transaction cannot be transmitted.

6. Assets

6.1. You consent to give us a mandate to hold your Fiat Currencies and your Cryptocurrencies (hereinafter referred to as the “Assets”) on your behalf solely for the purpose of the Execution of the Transactions.

6.2. You hereby accept that the Company shall hold the Assets on your behalf for a maximum sixty (60) days. No interest will be paid on the Assets held by Company on your behalf. You will receive a notification after the expiry of the sixty (60) days. You have been duly informed that the Company do not fall under FINMA’s supervision.

7. Execution-only

7.1. The Platform allows the Execution of Transactions on behalf of the User and based on the instructions given by the User. Therefore, the Company’s Services are limited to executing Transactions on behalf of Users on “an Execution-only” basis.

7.2. By clicking “Confirm Conversion”, you are instructing the Company to (i) use the Fiat Currencies and/or Cryptocurrencies held on your behalf by the Company and (ii) to carry out the Execution of Transactions.

7.3. You consent that by making use of the Platform, you are instructing the Company to carry out the Execution of Transaction on a best possible result basis.

8. Transaction Fees

8.1. You authorize the Company to deduct from the User Account any of the Transaction Fees unless otherwise agreed in writing.

8.2. This Transaction Fees take into account any benefits, particularly in the form of retrocessions, commissions or other services that are engaged by the Company when Executing the Transactions.
8.3. The Company may modify the Transaction Fees at any time. You shall be informed of such modifications through an electronic mail which you would have provided during the KYC Process.

8.4. You acknowledge and accept that this arrangement deviates from the statutory right to claim for restitution according to art. 400 para. 1 of the Swiss Code of Obligations and/or any other statutory provision with similar content.

9. Limitation of Liability

You warrant and accept that you have understood the extent of the responsibility in relation to Execution of the Transactions, including any limitations thereto.

10. Warranties

You hereby acknowledge that you have read and understood the contents of this Agreement and the Terms and you hereby understand and accept to enter into this Agreement with the Company on the basis of these Agreement and the Terms.

11. Risks

You acknowledge and accept that you have been informed about the risks related to the Transactions that you can instruct the Company to Execute on your behalf. You acknowledge that the Company is not be required to inform you on the specific risks related to each Cryptocurrency and Fiat Currency which is available for the Transaction. You also acknowledge and accept that the risks disclosed in the Terms of the Platform are also applicable to this Execution-only Mandate Agreement.

12. Taxes

The Company does not provide any tax or legal advice and cannot guarantee that investment decisions take account your personal tax situation and you are responsible for seeking information from an independent tax advisor before making use of the Services.

13. Amendment

The Company reserves the right to unilaterally and at its sole discretion make any changes to this Agreement. The amendment shall be published either on the Platform or sent by electronic mail to the address which you provide during the KYC Process. You shall accept any amendment before being able to continue using the Platform.

14. Termination

14.1. The Company and/or you are entitled to terminate this Agreement at any time, with immediate effect. The deletion or termination of a User Account shall result in an automatic termination of this Agreement with immediate effect.

14.2. You accept and consent that the Company may, at its sole discretion, retain your Fiat Currencies and Cryptocurrencies and set them off against any claim of the Company for damages and you agree to fully indemnify the Company for any damages incurred if the Services are terminated due to any wrongdoing committed by you.

15. Applicable Law

15.1. The interpretation and enforcement of this Agreement will be governed by, construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules and principles that would cause the application of the laws of any other jurisdiction.

15.2. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the Courts of Switzerland.