

Fearlessforex Terms of Use

[Last revised: 9 July 2019]

This agreement is between you (referenced herein as “you” or with “your”) and Fearlessforex . By accessing, using or clicking “I agree” to any of the services made available by Fearlessforex or one of its affiliates through the website www.fearlessforex.net), our mobile applications, or any other related services provided by Fearlessforex or its affiliates as further described in Section 4 below (collectively, the “Services”) you agree that you have read, understood and accepted all of the terms and conditions contained in this Terms of Use agreement (the or these “Terms”), as well as our Privacy Policy . Additionally, when using certain features of the Services, you may be subject to additional terms and conditions applicable to such features.

PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE SERVICES. THESE TERMS CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 14 BELOW ENTITLED “RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER, GOVERNING LAW.” AS WITH ANY ASSET, THE VALUE OF DIGITAL CURRENCIES CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU WILL LOSE MONEY BUYING, SELLING, HOLDING, OR INVESTING IN DIGITAL CURRENCIES. BY USING THE SERVICES YOU ACKNOWLEDGE AND AGREE THAT (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTING IN DIGITAL CURRENCIES (2) THAT YOU ASSUME ALL RISKS WITH RESPECT TO YOUR USE OF THE SERVICES AND TRADING IN DIGITAL CURRENCIES AND (3) BINANCE IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

1. Agreement Conditions

Fearlessforex reserves the right to modify or change the Terms at any time and at its sole discretion. Fearlessforex will provide notice of these changes by updating the revised Terms on the webpage () and changing the “[Last revised:]” date on this page. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the website or released to users. As such, your continued use of Fearlessforex services acts as acceptance of the amended agreement and rules. If you do not agree to any modification to these Terms, you must stop using the Services.

Fearlessforex encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

2. Eligibility

By registering to use a Fearlessforex Account (as defined in Section 5 below), you represent and warrant that you (a) are at least 18 years old or of legal age to form a binding contract under applicable law, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms, (c) have not previously been suspended or removed from using our Services and (d) you do not currently have an existing Fearlessforex Account. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

3. Prohibition of Use

By accessing and using the Services, you represent and warrant that you are not on any trade or economic sanctions lists, such as the UN Security Council Sanctions list, designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department’s “Denied Persons List”. Fearlessforex maintains the right to select its markets and jurisdictions to operate and may restrict or deny the Services in certain countries at its discretion.

4. Description of Services

Fearlessforex provides an online digital asset trading platform (crypto to crypto) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency (collectively, “Digital Currency”). Fearlessforex does not provide fiat trading capabilities on as part of the Services. Fearlessforex functions as a trading platform provider and not as a buyer or seller in trades made between traders. Fearlessforex is also not a market maker. Users must register and open an account with Fearlessforex as further set forth in Section 5 below and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in these Terms.

Fearlessforex strives to maintain the accuracy of information posted on the Services however it cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Services, and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. Fearlessforex does not provide investment or advisory advice and will have no liability for the use or interpretation of

information as stated on the Services or other communication mediums. All users of the Services must understand that there are risks involved in trading in Digital Currencies. Fearlessforex encourages all users to exercise prudence and trade responsibly within their own means.

5. Fearlessforex Account Registration & Requirements

a. Registration

All users of the Services (each, a “User”) must register at (www.fearlessforex.net/register) for a Fearlessforex account (an “Account”) before using the Services. To register for an Account, you must provide your real name, email address and password, as well as accept the Terms of Use, Privacy Policy and Consent Form. Fearlessforex may, in its sole discretion, refuse to open an account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to Fearlessforex so that such information is complete and accurate at all times. Each registration is for a single user only and each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with Fearlessforex .

b. User Identity Verification

With registration of an account on Fearlessforex , you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the Fearlessforex platform. We will collect, use and share this information in accordance with our posted Privacy Policy. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 5 years beyond account closing. You also authorise us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The identity verification information we request may include, but is not limited to, your: Name, Email Address, Contact Information, Telephone Number, Username, Government Issued ID, Date of Birth and other information collected at the time of account registration. In providing this required information, you confirm that it is accurate and authentic. Post-registration, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, Fearlessforex shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of Fearlessforex Service if you

cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

BY SIGNING UP FOR ACCOUNT YOU HEREBY AUTHORIZE FEARLESSFOREX TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT FEARLESSFOREX CONSIDERS NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR FEARLESSFOREX AGAINST FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE ACTION FEARLESSFOREX REASONABLY DEEMS NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

c. Account Usage Requirements

Accounts can only be used by the person whose name they are registered under. Fearlessforex reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. You shall immediately notify Fearlessforex if you suspect or become aware of unauthorized use of your user name and password.

Fearless will not be liable for any loss or damage arising from any use of your Account by you or by any third party (whether or not authorized by you).

d. Account Security

Fearlessforex strives to maintain the safety of those user funds entrusted to us and has implemented industry standard protections for the Services. However, there are risks that are created by individual User actions. You agree to consider your access credentials such as user name and password as confidential information and not to disclose such information to any third party. You also agree that you alone are responsible for taking necessary safety precautions to protect your own account and personal information. You shall be solely responsible for the safekeeping of your Fearlessforex account and password on your own, and you shall be responsible for all activities under Account and Fearlessforex will not be responsible for any loss or consequences of authorized or unauthorized use of your Account credentials including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc.

By creating an Account, you hereby agree that:

(i) you will notify Fearlessforex immediately if you are aware of any unauthorized use of your Fearlessforex account and password by any person or any other violations to the security rules;

(ii) you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and
(iii) you will log out from the website by taking proper steps at the end of every visit.

6. Guidelines for Usage of the Services

a. License

Subject to your continued compliance with the express terms and conditions of these Terms, Fearlessforex provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services on your computer or other internet compatible device for your personal, internal use only. You are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use is expressly prohibited and shall constitute a material violation of these Terms. The content layout, formatting, and features of and access privileges for the Services shall be as specified by Fearlessforex in its sole discretion. All rights not expressly granted under these Terms are hereby reserved. Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms.

These Terms provide only a limited license to access and use the Services. Accordingly, you hereby agree that Fearlessforex transfers no ownership or intellectual property interest or title in and to the Services or any Fearlessforex intellectual property to you or anyone else in connection with your use of the Services. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by Fearlessforex or its members, parent(s), licensors, or affiliates.

Fearlessforex will own any feedback, suggestions, ideas, or other information or materials regarding Fearlessforex or the Services that you provide, whether by email, through the Services or otherwise ("Feedback"). You hereby assign to Fearlessforex all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

b. Restrictions

When you use the Services you agree and covenant to observe the following:

1. All the activities that you carry out during the use of the Services will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of Fearlessforex:

2. Your use of the Services will not be in violation of public interests, public ethics or other's legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services:
3. You agree not to use the services for engaging in market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by law);
4. The following commercial uses of Fearlessforex data is prohibited unless written consent from Binance is granted:
 5. 1) Exchange services that use quotes or order book information from Fearlessforex .
 6. 2) Data feed or data stream services that make use of any market data from Fearlessforex .
 7. 3) Any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from Fearlessforex .
8. You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Properties, or any portion of the Properties without Fearlessforex prior written consent.
9. You may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Properties or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services, (ii) attempt to gain unauthorized access to any portion or feature of the Properties or any other systems or networks connected to the Services or to any Fearlessforex server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Services or any network connected to the Properties, nor breach the security or authentication measures on the Services or any network connected to the Services, (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Fearlessforex systems or networks or any systems or networks connected to the Services, (v) use

any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services, (vi) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services, or (vii) use the Services in an unlawful manner.

By accessing the Service, you agree that Fearlessforex shall have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- block and close order requests
- freezing your account
- reporting the incident to authorities
- publishing the alleged violations and actions that have been taken
- deleting any information you published that is in violation
- terminate the services.

14. Privacy Policy

Access to the Services will require the submission of certain personally identifiable information. Please review Fearlessforex Privacy Policy found at www.fearlessforex.net/privacy for a summary of Fearlessforex practices related to the collection and use of personally identifiable information.

15. RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER, GOVERNING LAW

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION FOR RESIDENTS OF THE U.S.

a. **Notification of Dispute.** Please contact Fearlessforex first! Fearlessforex wants to address your concerns without resorting to formal legal proceedings. Before filing a claim, you agree to try to resolve the dispute informally by contacting Fearlessforex first.

b. **Agreement to Arbitrate.** You and Fearlessforex agree to resolve any claims relating to this Agreement (including any question regarding its existence, validity, termination, or any services or products provided and any representations made by us) through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below. You agree to first give us an opportunity to resolve any claims by contacting us as set forth in subsection (a) above. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through arbitration or in the Small Claims Tribunals of Singapore ("SCT"), as set forth below.

c. **Arbitration Procedure.** Either you or Fearlessforex may submit a dispute (after having made good faith efforts to resolve such dispute in accordance with subsections (a) and (b) above) for final, binding resolution by arbitration under the arbitration rules of the Singapore International Arbitration Centre (“SIAC”), which are deemed to be incorporated by reference. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of SIAC. The language of the arbitration hearings shall be English and the seat, or legal place, of arbitration shall be Singapore. Judgment on any arbitral award may be entered in any court having jurisdiction over the party (or the assets of the party) due and owing such award.

d. **Exceptions.** Either party may instead choose to assert the claims in the SCT if the claims fall within the jurisdiction of the SCT, and either party may seek injunctive relief or other urgent equitable relief in a court of competent jurisdiction. However, for the avoidance of doubt, where the claims fall outside of the jurisdiction of the SCT, the claims will be referred to and finally resolved by SIAC arbitration.

e. **Notice.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claims to Fearlessforex Europe Services Limited, Melita Court, Level 3, Triq Giuseppe Cali, Ta’Xbiex XBX 1420, Malta. If we request arbitration against you, we will give you notice at the email address or street address you have provided. SIAC Rules and filing instructions are available at <http://www.siac.org.sg/our-rules> or by calling +65 6713 9777.

f. **Controlling Law.** This Agreement is governed by the law of Singapore except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

16. Miscellaneous

a. **Independent Parties.** Fearlessforex is an independent contractor and not an agent of you in the performance of these Terms. These Terms not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.

b. **Entire Agreement.** These Terms constitute the entire agreement between the parties regarding use of the Services and will supersede all prior agreements between the parties whether, written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.

c. **Force Majeure.** Fearlessforex will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Binance’s reasonable control.

d. **Severability.** If any portion of these Terms are held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the

invalid or unenforceable portion will be given effect to the greatest extent possible.

e. **Assignment.** You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. Fearlessforex may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

f. **Waiver.** The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

g. **Third-Party Website Disclaimer.** Any links to third-party websites from the Services does not imply endorsement by Fearlessforex of any products, services or information presented therein, nor does Fearlessforex guarantee the accuracy of the information contained on them. In addition, since Fearlessforex has no control over the terms of use or privacy practices of third-party websites, you should read and understand those policies carefully.

h. **Contact Information.** For more information on Binance, you can refer to the company and license information found on the website. If you have questions regarding this agreement, please feel free to contact Binance for clarification via our Customer Support team