

## **Terms of Use**

This site is owned and operated by 'Costa Markets Pty LTD: level 36, Gateway, 1 Macquarie Place, Sydney, NSW 2000 Australia

### **Article 1 (Definition)**

The terms used in the Terms of Use are defined as follows.

- 'Service' means the Cryptocurrency Trading Platform provided by Costa Markets Limited (hereinafter referred to as 'our company') and all the support related to it.
- 'User' refers to a person or an entity who has registered with the Company, opened an account, signed up with our IB Program by agreeing to the Terms of Use of this service.

### **Article 2 (Scope of application of Terms)**

The scope of application of these Terms is as follows.

The Terms of Use Shall apply to all relationships between our company and users regarding the use of this service.

Our Company shall be able to change the content of this service and this Terms of Use without prior notice to the user.

### **Article 3 (Service contents)**

The cryptocurrency trading system and all related service provided by the Company to the User. The Users can receive support services related to the Service from the Company.

The Company may change or terminate the provision of the Service and support service for business and technical reasons.

### **Article 4 (User registration)**

Those who want to use this service can use it by registering an account from the new registration form on the Web. This service is open to anyone over 18 years old, who understands, reads and writes the language of the corresponding country, and who promises to comply with the Terms of Use of this service (\*except for nationals and residents of the following countries). After our company accepted the application in the preceding paragraph, we will send a confirmation E-mail to the user. Once sent, the account registration will be completed when the user clicks the approval URL in the email.

\*The nationals and residents of the following countries are not eligible for registration.

United States, Cuba, Sudan, South Sudan, Iran, North Korea, Syria, Republic of Kosovo, Pakistan

### **Article 5 (Change of Registered Information)**

The user must immediately notify us of any changes in the registered information including name, address, telephone number, email address and other information the User has provided to us (by changing/correcting various registered information in My Account). We have no obligation to change on behalf of the user. In the unlikely event that you cannot log in, you can reset your login password by applying for a password reset from the password reset form. We

do not take any responsibility for password leakage or other problems when using this function, so please use it at your own risk.

#### **Article 6 (Prohibition of Transfer of Rights)**

The User is, in principle, prohibited from renting, selling or transferring the ID issued by the Company to any third party. The user shall be fully responsible for the management of the ID and all actions performed using the ID. (If your ID is leaked or used by a third party, please contact us immediately.) Once registered, the ID will continue to be registered as long as this service continues. We will identify the user by ID.

#### **Article 7 (Password Management, etc.)**

Regarding the password issued by the Company to the user, the user shall handle it with sufficient caution so that it will not be disclosed or leaked to a third party. The user shall bear the responsibility for any infringement and liability due to inadequate password management, error in use or the use of a third party. We will send a confirmation e-mail to the registered e-mail address when you proceed with various procedures. In the unlikely event that the email address is illegally accessed by a third party and the third party performs actions such as approval of various procedures, the user shall bear the loss and responsibility. Users are responsible for managing the e-mail address with great care and diligence.

#### **Article 8 (Handling of Personal Information)**

When our company acquire the personal information of the user for the operation of this service, we will use the personal information only for the purpose for which we have obtained consent from the user, and will not use for any purpose other than the intended purpose without the prior consent of the user. In addition, when managing and using personal information, our company will take care not to damage the interests of the user. The purpose of obtaining personal information from the user is as follows unless otherwise specified, and the user consents to the purpose of use. To confirm the identity of the User and to communicate with the User in order to provide the Service. To use this as marketing data for the purpose of performing our company's business and improving our services. To provide information and advertisements regarding our company's services and other services. Our company will not disclose or provide personal information to a third party without the consent of the user, except in the following cases.

- When based on laws and regulations
- When it is deemed appropriate to provide personal information at the request of a court or administrative institution
- When it is deemed appropriate to provide personal information to protect the life, body or property of users and the public
- When our company entrusts all or part of the handling of personal information to a subcontractor within the range necessary to achieve the purpose of use in the preceding paragraph

- When personal information is provided as a result of business succession due to a joint venture or other reasons
- Also, when it is recognized that disclosure or provision of personal information is considered appropriate in accordance with social norms.

#### **Article 9 (Agreement on Information Distribution by E-mail)**

Our Company or the subcontractor shall be able to deliver information regarding this service, etc., to users by e-mail. If you want to stop the e-mail notification from our company, please contact us from the inquiry form. Also, if you want to stop the e-mail notification, we will have to delete the registration information (account).

#### **Article 10 (Notification method for users)**

Our company can notify or inform the user by e-mail or any other method that we deem appropriate (such as notification on the user's My Account).

The notification by email based on the preceding paragraph is the notification that the user will receive when our company issues it to the registered e-mail address of the user.

#### **Article 11 (Prohibited Acts of Users)**

The user must not perform the following actions when using this service. If any of the following acts are found, we may unconditionally stop or delete the use, freeze the reward, stop the withdrawal, etc. In some cases, we will take legal action. We will judge whether there is a prohibited act, and shall not be obliged to explain the content and basis to the user.

- The act of registering as a user who does not exist
- The act of use by someone other than the account holder
- The act of using one account for multiple people
- The act of registering as a use with false entries, errors or intentional omissions in the registered information
- The act of multiple registrations by the same person (except when specifically approved by us)
- The act that interferes with our business, whether intentional or negligent
- The act that infringes the copyrights and other rights of the Company and the subcontractor
- The act that defames or damages the honor of our Company or a third party, and brings disadvantages
- The act of infringement of intellectual property rights (e.g. copyrights), moral rights (e.g. portrait rights) and other rights that deserve legal protection or rights, or the act that violates relevant laws and regulations.
- The act that violates the privacy of third parties
- The act of illegal or suspicious activity
- The act that is deemed inappropriate by our company's judgment

- The act of depositing money into two brokers (or multiple brokers) and do cross trading (including bonuses).
- The act of cross trading (including bonus) with multiple accounts registered in our company.
- The act of repeated deposits and trades between third parties at the same time, and withdrawals at the same time.
- Transactions considered as malicious that aim at blind spots in provided services and systems
- The act of registering with false contact or third party contact
- The act that misleads the consumer's judgment, or that our company deems unfavorable from the consumer's judgment
- Acts of registering without obtaining the consent of a legal representative when applying either as a quasi-incompetent or an incompetent person.
- The act of registering as a user under 18 years old
- Anti-social acts, acts that violate the law, and acts that we prohibit
- The act of registering as a user by anti-social force, ex-convicts, violators of laws and regulations, or persons prohibited by the Company
- Fraudulent use of credit cards (e.g., unauthorized use of credit cards other than the cardholder)
- Transactions over \$500,000 without prior notice

#### **Article 12 (Input or Uploaded Data)**

User data uploaded by the User through this service will not be returned.

If the user withdraws, we will destroy the user data uploaded through this service.

#### **Article 13 (Guarantee)**

Our company is in a position to provide this service, and we do not guarantee the assets and rights of users.

#### **Article 14 (Temporary Suspension of the Service)**

Our company can suspend this service for the following reasons without prior consent of the user.

- In case of system maintenance.
- In the case that this service cannot be provided due to a natural disaster such as a fire, storm, flood, or earthquake.
- In the case that our company deem it impossible to provide the service smoothly.

#### **Article 15 (Changes on Specifications of the Service, etc.)**

Our company may add or change the specifications of this service without prior consent of the user.

### **Article 16 (Deposits)**

In order to deposit money into our company's trading account, we only accept the specified deposit method. After logging in to My Account, click 'Deposit' from the menu in My Account and select the deposit method you prefer. After confirming the necessary steps and details, proceed to the deposit completion. Please send only the relevant currency to the address you use for cryptocurrency deposits. You may lose the fund if you send other cryptocurrencies or send to the wrong address. In that case, we will not be able to refund, so please confirm the address carefully before remittance.

### **Article 17 (Withdrawals)**

The withdrawal from our company's trading account can only be accepted by the specified withdrawal method, after logging in to my account, click 'Withdrawal' from the menu in My Account, select the desired withdrawal method. Please proceed to completion of withdrawal application after confirming the necessary steps and details on that. The application for withdrawal shall be made only to those who have submitted documents accompanying the opening of account.

Please use only one withdrawal address per person. (\*Withdrawals to the same address by multiple users are not allowed)

The mining fee for withdrawal will be borne by the user at one time, but will be given back as MT5 credits for each withdrawal. Mining fee: 0.0005 BTC

The mining fee will be credited to your regular real account. If you only have a 'limited account', you will not be able to receive the credit, so please open a regular real account as well.

If the total amount deposited into the Costa Markets Limited Wallet is less than \$100 or you have never made a transaction, we will charge you a withdrawal fee of \$25 worth of BTC.

(Excluding withdrawals of IB Partners' IB rewards)

This withdrawal fee is not a mining fee, so it will not be credited to your MT5 account.

We will make a comprehensive assessment of your deposits and withdrawals, your assets and the status of your transactions. We may ask you to complete additional authentication if we deem it necessary to verify for AML (Anti-Money Laundering) compliance.

In accordance with our AML (Anti-Money Laundering) policy, the total amount that can be withdrawn in a month is limited to 10 BTC.

### **Article 18 (Contract Validation)**

If you have not registered as a user, please confirm the contents of these Terms of Use, fill out the necessary information from the registration form on our website, and then send it. We will accept the application, and after examination and approval according to our regulations, we will send a confirmation E-mail to the user. After the email is sent, the contract will be concluded when the user clicks the approval URL in the email. Users who have registered as users are deemed to have accepted these Terms of Use. After the IB Partner agrees to this agreement and the IB Partner Terms of Use specified separately, registers with us as an IB

Partner, and submits the required documents, and when approved as an IB partner, it is assumed that a contract has been concluded between our company and the IB Partner.

#### **Article 19 (Cancellation/Return/Refund)**

We cannot take any responsibility or refund for the loss during trade of the user who opened the account. All use is at the user's discretion and responsibility. In addition, deposits will not be refunded under any circumstances.

If any of the prohibited activities of the user in Article 11 apply, the withdrawal may not be permitted, and the user shall not object to it.

In the case of IB partners, if we receive more than 5 cases in a 30-day period of what we deem to be problems associated with the promotion of our services, we will freeze the compensation and maintain it until the cause of the problem is clarified and we are assured that it will not recur. In the case of IB Partner, if we find that the reason for the trouble is illegal, offensive to public order and morals, or in conflict with these Terms of Use, we may terminate your registration for promotional activities of the service, confiscate your IB reward, and unconditionally suspend or delete your use of the service. In some cases, we will take legal action. Transactions by a person who violates the Terms of Use via the IB Partner may be exempted after the discovery.

#### **Article 20 (Disclaimer)**

Our Company shall not be liable for any damage caused by the user's use or inability to use the Service, regardless of the cause.

#### **Article 21 (Term of Contract)**

The term of these Terms of Use shall be one year from the date of approval of the membership registration by our company. This agreement will be renewed for another year by automatic extension unless one of the parties indicates intention to terminate the agreement within 30 days prior to the termination date of the agreement, and the same shall apply thereafter.

#### **Article 22 (Cancellation/Withdrawal)**

If you wish to cancel or withdraw your membership, please apply through the inquiry form. Withdrawal application will be processed within a week. If an IB partner applies for withdrawal with unpaid earnings of less than \$50, he/she will be deemed to have forfeited the unpaid earnings at the time of application.

#### **Article 23 (Service and Support Hours)**

The hours of operation for new registration, registration of IB Partner, and issuance of IDs are as follows.

New registration and IB partner registration and IDs can be issued 24 hours a day.

Inquiries by e-mail are available 24 hours a day, but we will reply to you within our business hours.

**Article 24 (Compensation for damages)**

In the event that damage is incurred for any reason and either party claims for compensation for damages, etc., the Company and the User shall consult with each other.

**Article 25 (Governing Law)**

These Terms shall be interpreted in accordance with the laws of the country in which we operate, and not in accordance with the laws of the country in which the user reside. In the event of a dispute between our Company and the User, the User and the Company shall discuss with each other and aim to settle the matter in a satisfactory manner, but depending on the amount of the complaint, the courts of the country in which the Company operates shall have exclusive jurisdiction over the case.

(Established May 1, 2020)