

# TERM AND CONDITION

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This website (hereinafter: the “website <https://hackspace.capital/>”) is owned and operated by HACSP CAPITAL LTD, 16 Pentelis str. 2401 Nicosia, Cyprus, These terms of use govern your (the “Client”) use of the Website; by using the website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use the Website.

You must be at least 18 (eighteen) years of age or older to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least 18 (eighteen) years of age or if your local jurisdiction’s statutes dictate a higher minimum age to trade financial instruments then you warrant that you meet the mandated legal local minimum age.

## **BY USING AND ACCESSING OUR WEB SITE AND SERVICES, YOU AGREE AND ACCEPT, WITHOUT LIMITATION, ALL OF THESE TERMS AND CONDITIONS.**

1. The Company reserves the right at any time, to amend, alter, modify or change, as it sees fit, any term of these terms without any prior notice, and the Client hereby agrees to conform to the latest version as published in this Web Site. The Client hereby agrees that the Company reserves the sole right at any time, and in the Company’s sole discretion, to choose the type of Crypto Currency and assets on which will be to traded on the Site, the way they will be calculated and shall also have the right to change them at any time.

2. Any words and/or expressions herein using the masculine or feminine gender shall refer to both the male and female genders, and words and expressions using persons, shall include also refer to businesses or incorporated bodies.

3. This policy applies to all information collected to or submitted on Website. You may be able to execute financial transactions, make requests, submit data, register to receive materials, etc. Types of personal information that may be collected on Website include user’s name, home address, e-mail address, telephone number, bank account, credit card number, etc., whether pertaining to yourself, or to third parties, where you act on behalf of any such party. Information from various sources may be combined by Website.

4. The Client has full power and authority to execute each transaction and any other documentation relating thereto, and to perform the Client’s obligations there under and

have taken all necessary actions to authorize such execution, delivery, and performance of such transaction. Any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents or any charge, trust deed, contract or other. All information provided by the Client is true and accurate in all respects. The Client's obligations under these Terms and Conditions constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms.

5. The Client will comply with all laws, rules, regulations and disclosure requirements of any relevant authority, exchange, market, or regulatory authority which apply in respect of the Company, the Client, or the Client's investments from time to time. The Client will promptly give (or procure to be given) to the Company such information and assistance as the Company may reasonably require to enable the Company to assist or achieve compliance with any of the obligations mentioned in relation to the Client's Account or the Web Site. The Client has the capacity to evaluate and understand the terms, condition, and risks of each transaction (whether recommended by the Company) entered hereunder and the Client is willing and able to accept those terms and conditions and to assume (financially and otherwise) those risks. The Client is acting as principal in any transactions on the Web Site and each transaction there under. If the Client is in default of any of these Terms and Conditions the Client will give the Company notice as soon as the Client becomes aware of such occurrence.

6. All intellectual property, including but not limited to, content, information, patents, trademarks, copyrights, modules, techniques, know-how, algorithms, methods of doing business, user interfaces (UIs), graphic design, look and feel, and software; and all developments, derivatives, and improvements thereto, whether registered or not (the "IP" or "Intellectual Property"), are owned in their entirety by the Company and/or by third parties who has granted the Company license to use such IP. All rights reserved.

7. The Client is hereby given a limited non-exclusive right to use the IP included in this site for the Client's personal, non-commercial, non-transferable, limited use, with regards to the services offered on this Web Site only. Unless expressly stated herein Company grants no other IP right or license to the Client. The Client hereby undertakes not to duplicate or transfer any of the Client's rights without prior written consent of the Company, nor to change, edit or remove any material from the Site. Without derogating from the previously mentioned, Client is authorized to print only one copy printout from the site for the Client's personal use.

8. The Company may include in the site information, data, links, promotional offers, or any other content in any form, including financial content of third parties. Such content is provided AS-IS for the Client's convenience and as an extra service. The Company is not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the advertising materials and/or linked or linking websites. The Company has not reviewed these advertising materials or websites and is not responsible for the contents, accuracy, policies, their quality, fitness accuracy and/or other characteristics with respect thereto. In no case, Company shall be responsible for, or shall it deem to give any representation and/or warrant about such content.

9. Access to, and use of, certain portions of the Website may be obtained using a user name and password chosen following a registration process (hereinafter: "Account"). The Client must keep its user name and password strictly confidential and undertake to notify the Company of any suspected misuse of the Client's Account or personal information. Client further agrees that the Company will have no obligations with regards thereto. The Client may not assign its Account nor allow its use to any third Parties.

10. The Company reserves the right to edit or remove any material submitted to the Website, or stored on its servers, or hosted or published upon the Website.

11. The Client grant the Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, prepare derivative works, publish, translate, and distribute content posted by it in any existing or future media. Client also grants the Company the right to sub-license these rights, and the right to bring an action for infringement of these rights.

12. Clients are not allowed to have more than one funded Account without express written permission from the Company. Clients who have multiple Accounts registered under the same name may have one or all the Accounts closed, subject to management decision. Furthermore, Clients with multiple Accounts in which multiple investments are made with varying names and/or sources may have all the Accounts closed, and investments returned per management decision. It is most advisable to open only one Account, and to invest using the Client's own funds.

13. The Client hereby accepts that there is no way to cancel any order or transaction once it has been executed.

14. All cash margin, commissions, fees, and other payments due by the Client to the Company pursuant to this Agreement shall be made in freely transferable funds in such currency and

to such bank Account(s) as the Company may from time to time specify. If the Client is by law required to make any deduction or withholding in respect of taxes or otherwise, then the Client will be liable to pay such amount directly to the Client's governing Tax authority. If the Company withholds taxes for the Client's tax authority, then it will result in the Client receiving a net amount equal to the full amount which would have been received less the amount of deduction or withholding that was required. Any sums due to the Company from the Client pursuant to this Agreement (plus any applicable VAT) may be deducted without prior notice to the Client from any Account to realize proceeds which may be applied in the discharge of such sums. The Client will be responsible for the payment of any commissions, transfer fees, registration fees, taxes, duties and other fiscal liabilities and all other liabilities and costs properly payable or incurred by us under these Terms and Conditions.

15. The Client declares that he understands that due to legal regulations the Company may withhold or deduct payments of any taxes, commissions, or fees due of any kind, limit the services provided herein, freeze Accounts pursuant to any official legal order or action, or any other action or restriction as be required by legal authorities or other authorities as determined by relevant regulations. The Client will indemnify and hold the Company and its employees and Representatives harmless upon such action and will not have any right to prevent such action, as Company sees fit, to fulfill any such legal order or action.

16. Due to accepted norms and rules investment for Crypto Currency purchase or trading can only be made by cash, wallet or Bank Wire Transfer.

17. The Client's withdrawal orders from the Client's Account shall be executed by bank wire transfer to the Client's bank Account, subject to identification documents(KYC) to be delivered by the Client, and solely pursuant to Company's discretion which shall make its best efforts to execute such orders by the way the Client has asked. Withdrawals shall be made per the site procedures and will take up to fourteen (14) banking days or as determined by the billing services provider of the site, the longer between the two. In the Case Client wishes to cancel a withdrawal request the Client can do so only with respect to withdrawal request that was not completed yet and to which a withdrawal confirmation was not sent yet and not a request already executed. In case more than one withdrawal request sent by the Client, and afterwards the Client requests to cancel part/all the withdrawal orders, the earlier withdrawal order will be cancelled, and so on.

18. The Client acknowledges that margined crypto-currency trading is one of the riskiest forms of investment available in the financial markets, and as such, any trading involves a risk of losing some or all the Client's investment. This risk warning notice cannot and does not disclose all the risks and other significant aspects of Crypto Currency, option and derivative

trading. The Client should not speculate with or invest capital that the Client cannot afford to lose and should conduct invest only with risk capital funds that if lost will not significantly affect the Client's personal or institution's financial wellbeing. In the case that the Client loses all or part of the invested funds there is no refund of lost funds under any circumstances and the Company will not be held responsible for any losses due to trading by the Client or anyone else trading on behalf of the Client including any 3rd party or any Company employee /Broker.

19. The Company shall not be liable for any breach of obligation or default of any counterparty, intermediate broker, bank, custodian, sub-custodian, market or market operator, exchange, clearing house, depositary or other third party with whom the Client does business.

20. In no case, shall the Company be liable for consequential or special damages (whether for loss of profit, loss of business or otherwise) whether based on contract, tort or any other legal theory, caused to the Client or to third parties; or loss suffered or incurred by the Client as a result of any error in any order, instruction or information given by the Client, the Client, or as a result of the Company acting on any order or instruction which is, or appears to be from the Client. The Client will indemnify and hold the Company and all its related companies, employees, agents and/or officers ("Representatives") harmless upon any liability and/or claim, about the use of the Web Site by the Client, including but not limited to any breach of legal requirements or of these Terms by the Client.

21. The Company shall not be liable or responsible for any damage, in case of a force majeure event not in Company's control.

22. The Company will be bound only to information and/or orders supplied by either party to the other party in writing. The Client assumes all responsibility of verifying validity and legality of the Client's actions with respect to any actions taken by the Client on the Company's Web Site.

23. If suspected fraudulent trading activity by the Client, system arbitrage, some other form of exploitation has taken place, The Company reserves the right to launch an investigation. The Company reserves the right to in cases where such actions are found to permanently ban any Client who has committed any of the activities and possibly also report it to any relevant legal or civil authorities. In such a case the funds in the Client's account will be forfeited.

24. If suspected fraudulent trading activity by the Client, system arbitrage, some hackspace.

capital and the Company's logo are trademarks that belong to the Company. The Company gives no permission for the use of these trademarks, and such use may constitute an infringement of the Company's rights. Any other registered and unregistered trademarks or service marks on the Website are the property of their respective owners. Unless stated otherwise, the Company does not endorse and is not affiliated with any of the holders of any such rights and as such the Company cannot grant any license to exercise such rights.

25. These Terms are for an unlimited period, but the Company shall be entitled to terminate it by a written notice.

26. The Company is fully entitled to assign, grant, transfer, or sublicense all its rights provided for herein, wholly or in part, to any third party whatsoever. By no means shall the Client be entitled to do any of the above in respect of Client's rights provided for herein, whether to other Site's Clients or to others.

27. Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein. The Company's acquiescence to any breach of these Terms and/or failure to exercise any right provided for herein shall be without prejudice to The Company's legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.

28. These Terms of Use, as well as any dispute arising there from, or in connection therewith, are governed by and shall be construed in accordance with the laws of the Cyprus government without regards to its choice of law principles, and any dispute between the parties hereto with respect to these Terms and the services offered herein shall be brought exclusively to the competent court in Cyprus and the parties agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

29. In case of any contradiction between the English form of the T&C and any translated form of the T&C, the terms of English form will govern any translated form.