



[www.betconix.com](http://www.betconix.com)

# BETCONIX

Terms of Use.



## Terms of Use.

These terms of use regularly posted on the Internet at <https://betconix.com>, <https://bnix.info/> contain all the substantial conditions of the agreement and are an offer from Betconix to conclude an agreement with a User, utilizing the Website and/or the System on the Internet at <https://betconix.com>, <https://bnix.info/> on terms specified in the text of the agreement. Thereby, these Terms of Use are a public offer.

The proper acceptance of this offer is considered to be the consistent implementation of the following actions by a third person:

- Familiarization with all the terms of the agreement and all the attachments to it;
- Entering the reliable and actual information, including the unique login, e-mail, password and entering a captcha code into a registration form, located in the tab "Registration" on the Internet at <https://betconix.com/> and <https://bnix.info/>;
- Placing a symbol in a special field under the heading "I agree with the Terms of Use" in a registration form;
- Clicking the button "Continue" in a completed registration form.

From the moment the information message about a successful registration appeared after clicking the button "Continue", the registration on the website is

considered completed and the Terms are considered obligatory for a registered user.

ATTENTION: If you do not agree with the Terms of Use, do not register on the website <https://betconix.com/> and do not use its services.

### TERMS OF USE

Service and User, utilizing the website on the Internet <https://betconix.com/>, have concluded the Terms of Use about the following

#### 1. Subject matter of the Agreement

- 1.1 Agreement governs the procedure for providing access to the Site and the System by the Service, obtaining the information about published Orders, the Course offered to Users, completed Deals and also publication of Orders and concluding Deals based on these Orders.
- 1.2 The Service provides the User with access to the Site and ability of using the System and also deliver other services in order and under conditions stipulated in the Agreement. The user undertakes to use the Site and the Service in accordance with the Terms of Use and pay for services of the Service in cases under the Treaty or other agreements between the Parties.
- 1.3 Privacy policy, Policy on opposing the legalization of income, Tariffs and Offer are an integral part of the Agreement in the relevant current versions.

#### 2. Access to the System, registration and use of the Chat

- 2.1 The Service provides the User with information about the System, the Course offered by other Users, about completed deals and about published Orders before registration in the System.
- 2.2 To access the System a User has to be registered in the System, and after that the User will be allowed access to a Personal account in the System by the account Data.
- 2.3 A User opts for the password on his own during registration in the System. A password can be changed by the User at any time after the registration. The User is obliged to provide security and safety of the password and the account Data from the third parties, meanwhile, the User chooses the order of saving the mentioned data on his own and implements measures to prevent its discredit. On loss or discredit of password and/or personal Data as well as in case of unlawful acquisition of access to the Personal account, the User is obliged to inform the Service in the customer service immediately. Before the receipt of such message, all the actions accomplished with the Personal account of the User are regarded as accomplished by the User.

- 2.4 The use of two and more Personal accounts by one User is not permitted and is regarded by the Service as violation the Terms.
- 2.5 After replenishment of the Wallet the User will get access to the Chat. Herewith, while using the Chat the user is prohibited from:
  - 2.5.1 insulting and menacing other Users as well as administration of the site (if this rule is violated, the User, who did that, can be banned);
  - 2.5.2 using profanity in any form in any languages;
  - 2.5.3 speaking out with the goal of fomenting ethnic strife, promoting violence in any form, insulting religious feelings of other Users;
  - 2.5.4 spreading links in any form;
  - 2.5.5 publishing messages with the use of capital letters only;
  - 2.5.6 posting the same information, the same repeating phrase;
  - 2.5.7 urging to sell or buy goods;
  - 2.5.8 advertising goods or services of third-party companies;
  - 2.5.9 flooding, spamming, communicating on the topics which are not connected with cryptocurrency and stock exchange;
  - 2.5.10 providing false and misleading information about the stock exchange.

### **3. Wallet**

- 3.1 After registration in the System a User gets access to the Wallet in the Personal account. The User is entitled to implement operations with the Wallet and to instruct the System on performing the operations with the Wallet automatically.
- 3.2 The Service shows information, which is necessary for replenishing the Wallet and withdrawing the funds in the Personal account of the User.
- 3.3 In order to replenish the Wallet, the User ought to transfer funds to requisitions given by the Service in the User's Personal account. Meanwhile, the User pays all the commissions and services connected with transfer on his own and also accepts the risk of indicating the wrong requisitions during the transfer.
- 3.4 The Wallet is considered to be replenished by the User at the time the corresponding amount of funds is credited to the account of the Service or at the moment of reflection of the corresponding entry in the Wallet of the Service, provided that at least 6(six) confirmations are received.
- 3.5 The Service undertakes to accept Cryptocurrency from the Users, store it, keep count of it, conduct transactions under the instruction of the User and provide the User with Cryptocurrency upon his request.
- 3.6 The Service keeps track of funds replenished to the Wallet. Meanwhile, the Service does not keep funds of Users. Cash settlements when replenishing the Wallet as well as when executing Transactions between Users are performed by third parties (payment aggregates, credit and other organizations). The Service is not responsible for the actions of such third parties.
- 3.7 All operations on the Account are performed under the instruction of the User. Unless otherwise is provided by the Terms or other agreements between the Parties, the Service does not accept any orders to perform transactions on the User's account from third parties.
- 3.8 Any funds replenished on the Wallet belong to the User. The Service has a right to block replenished funds without User's order or to write them off the Wallet only in cases provided for by the Agreement.
- 3.9 User's account in the system is not and cannot be recognized as deposit and/or profitable account and the User does not receive interests on the balance of the account, and the Service has no obligation to the User to pay mentioned interest.
- 3.10 To withdraw funds from the Wallet, the User has to fill the form designed for withdrawal of funds using the Personal account. Meanwhile, the User will be sent a message on the e-mail given during the registration about necessity to confirm the withdrawal or to abandon it. In case of refusal or not confirming to withdraw funds by the User, funds will remain on the Wallet.

### **4. Transaction Procedure**

- 4.1 Transactions in the System are concluded based on the Orders, placed by the Users in accordance with conditions defined by the Parties on the basis of the preconditions for the reimbursable alienation of rights to the Cryptocurrency. Meanwhile, the Service, under no circumstances, is a party of the Transactions.
- 4.2 The Service charges the Users a commission for transactions. Commission amount is defined based on the tariffs.



- 4.3 To place an Order the User has to replenish the Wallet for the sum given in the deployed Order and to fill a special form on the website page "Bidding" or "Exchange" depending on the Order, provided for every type of Orders specified in the section of the Agreement.
- 4.4 User's Order is registered in the System after checking the availability of sufficient funds on the Wallet. The Service controls whether the Users have the ability to conclude Transactions and, thus, bolster confidence of Users in each other and decreases the risk of default on transactions by the User. The System does not register the Order if there is no enough funds on the Wallet to execute a transaction on a placed order.
- 4.5 The User has no right to place more than 20(twenty) Orders during the day. The System does not register Orders over the mentioned amount.
- 4.6 The Order can be withdrawn by the User before being fully accomplished.
- 4.7 A published Order is available for all the Users until the moment of its execution or withdrawal. A published order is the User's offer to conclude a Transaction.
- 4.8 A transaction on ta placed Order is concluded if the System registers a counter Order placed by another User. Counter orders are Orders with the same exchange type and Rate, but with a reverse direction. Meanwhile, registration of Counter Orders by the System is recognized by the Users as acceptance of Orders. Order is considered executed from the moment of registration of the Counter Order by the System.
- 4.9 The order can be executed partly. In this case, the System will place a new Order with the amount of the unexecuted balance of the originally placed Order.
- 4.10 The execution of a Transaction is carried out by transferring the Instruments specified in the counter Orders due to the Users of the Accounts. Transferring the mentioned Instruments is automatically performed by the System. Meanwhile, System's actions are considered to be performed under the instruction of the User.
- 4.11 User's actions on the publication of Orders, withdrawal of Orders, conclusion and execution of Transactions are reflected in the User's Personal account.
- 4.12 Information about the Transactions under the Orders is available to all Users on the Site for a period determined by the Service.

## **5. 5. Types of Orders**

- 5.1 Simple Purchase Order
  - 5.1.1 A Simple Purchase Order is understood as the User's offer to purchase a certain amount of finances at the Rate set by the User.
  - 5.1.2 To publish a Simple Order, the User must fill in the form intended for a Simple Purchase Order in the Personal Account, indicating information about the amount of finances and the Rate.
  - 5.1.3 A Simple Purchase Order can be performed at a lower Rate than indicated in the placed Order. In this case, the overpaid commission is returned to the User. Performance of an Order at a higher Rate than indicated in the placed Order is not allowed.
- 5.2 Simple Sell Order
  - 5.2.1 A Simple Sell Order is understood as the User's offer to sell a certain amount of finances at the Rate set by the User.
  - 5.2.2 To publish a Simple Order, the User must fill in the form intended for a Simple Sell Order in the Personal Account, indicating information about the amount of finances and the Rate.
  - 5.2.3 When placing a Simple Sell Order, the User is given the opportunity to use the functions "Stop loss" and "Trailing Stop". The reason for using these functions of the System is putting a mark in front of the corresponding field in the form for placing a Simple Sell Order.
  - 5.2.4 To use the "Stop loss" function, the User will need to indicate the minimum price in the Order form at which the Order will be performed. When the Rate decreases in the System, the Order placed by the User will be performed upon reaching the value specified in the "Stop loss" column.
  - 5.2.5 To use the "Trailing Stop" function, the User will need to indicate information about the amount of the Instrument being sold, the "Trailing Stop" and "Stop loss" positions in the Order form. In this case, the finances will be offered for sale at the maximum Rate in the System. If the Rate in the System grows and increases by the position indicated in the "Trailing Stop" column, the Rate placed by the User of the Order will increase proportionately. In this case, the "Stop loss" position will also increase by the size specified in the "Trailing Stop" position.
- 5.3 Order to purchase at market price
  - 5.3.1 An order to purchase at market price is understood as the User's offer to purchase a certain amount of finances without specifying the Rate.
  - 5.3.2 To publish a Simple Order, the User must fill in the form intended for the Order to purchase at market price in the Personal Account, indicating information about the amount of finances required.



- 5.3.3 The Order will be performed at the lowest Rate among the Orders placed by the Users.
- 5.3.4 In this case, the Service fee is deducted at the time of the Transaction.
- 5.4 Order to sell at market price.
- 5.4.1 An order to sell at market price is understood as the User's offer to sell a certain amount of finances without specifying the Rate.
- 5.4.2 To publish a Simple Order, the User must fill in the form intended for the Order to sell at market price in the Personal Account, indicating information about the amount of finances being sold.
- 5.4.3 The Order will be performed at the highest Rate among the Orders placed by the Users.
- 5.4.4 In this case, the Service fee is deducted at the time of the Transaction.
- 5.5 Complex Purchase and Sell Order
- 5.5.1 A Complex Purchase and Sell Order is understood as the User's offer to purchase a certain number of Instruments at the Rate specified by the User and to sell the purchased number of Instruments at the Rate specified by the User. Thus, when the User places a Complex Purchase and Sell Order, the System will place a Simple buy order, and after the performance of a Transaction on a Simple Purchase Order, the System will place a Simple Sell Order.
- 5.5.2 To publish an Order, the User must fill in the form intended for the Complex Purchase and Sell Order in the Personal Account, indicating information about the amount of the purchased Instrument and the Acquisition Rate, as well as the Selling Rate of the acquired Instruments.
- 5.5.3 For this type of Order, the rules specified for a Simple Purchase Order and a Simple Sell Order are applied with peculiarities inherent for a Complex Purchase and Sell Order.

## **6. Prevention of illegal use of the Site and the System**

- 6.1 The User is prohibited from entering into transactions similar to Transactions, bypassing the procedure for processing Orders, using personal messages or other capabilities of the Site and / or the System:
  - 6.1.1 A personal message that received a complaint from one of the users participating in the correspondence automatically becomes non-private and is available to moderators and the administration.
- 6.2 The User is prohibited from using the Site and / or the System in any other way as provided for in the Agreement, in particular, the User has no right to place advertisements on the Site, unless the Parties have concluded an appropriate supplementary agreement.
- 6.3 The User is prohibited from using the Site and / or the System for any unlawful purpose, including: laundering of proceeds from crime, financing of terrorism, carrying out extremist activities.

## **7. Warning about the risks**

- 7.1 The User guarantees that he is aware of the basic principles of the Cryptocurrency operation, as well as the characteristics of the Cryptocurrency that affect its value. The User guarantees that he has the ability to make transactions with Cryptocurrencies, as well as that the User is fully capable in accordance with personal law.
- 7.2 The User understands that the Service shows the Rate on the Site that is the basis for Transactions and that such a Rate is determined by the Users themselves. The Service does not affect the Rate chosen by the Users in any way; the Service does not give recommendations on determining the Rate, and does not forecast the Rate. The user bears all the economic risks associated with the choice of a particular Rate. The Service does not guarantee the User that the Transaction will be completed and that the terms of the Transaction will be beneficial for the User.
- 7.3 The User understands that the Service is not related to the performance of operations and / or transactions with Cryptocurrencies, therefore, the Service does not accept any guarantees regarding the timing and / or the possibility of performing operations and / or transactions with Cryptocurrencies necessary for making Transactions.
- 7.4 The User understands that any operations with Cryptocurrencies are irreversible and that the repayment of the received under the Transaction is possible only on the basis of an additional agreement with another User.

## **8. Intellectual property and restrictions when using the Site and the System**

- 8.1 The Site and the System contains the results of intellectual activity belonging to the Service, its affiliates and other related parties, sponsors, partners, representatives, all other persons acting on behalf of the Service, and other third parties.
- 8.2 Using the Site and the System, the User acknowledges and agrees that the System, all the content of the Site and the structure of the content of the Site are protected by copyright, trademark rights and other rights to the results of intellectual activity, and that these rights are valid and protected in all forms, in all media and in all technologies, both currently existing





and developed or created subsequently. No rights to any content of the Site and the System are transferred to the User as a result of using the Site and the System, and the conclusion of the Agreement.

**8.3** To avoid possible violations, it is prohibited for the User to:

**8.3.1** copy and / or distribute any objects of intellectual rights posted on the Site and / or in the System, unless such function is directly provided on the Site and / or in the System;

**8.3.2** copy or otherwise use the software part of the Site and / or the System, as well as their design;

**8.3.3** post personal data of third parties on the Site and / or in the System, without their consent;

**8.3.4** change the software part of the Site and / or the System in any way, take actions aimed at changing the functioning and performance of the Site and / or the System;

**8.3.5** use words that are offensive and violate the rights and freedoms of third parties and groups of people as a name when registering (nickname, pseudonym).

## **9. Responsibility of the Parties**

9.1 If the User violates the terms of the Agreement, the legislation of the Russian Federation, morality and ethics, or in case of collusion with other Users to violate the terms of the Agreement, the Service has the right to block or delete the User's Personal Account, prohibit or restrict access using the User's Personal Account to certain or all functions of the System.

9.2 If the Service detects a User's violation of clause 8.3 of the Agreement, the Service has the right to delete the User's Personal Account and demand compensation for losses.

9.3 The Service is not responsible for the performance of the Site and / or the System and does not guarantee its uninterrupted operation. The Service also does not guarantee the safety of information posted on the Site and / or in the System, and the possibility of uninterrupted access to information about Orders and completed Transactions, the possibility of publishing Orders and Transactions.

9.4 The User uses the Site and the System in the way they are presented at their own risk. The Service does not guarantee the User to achieve any results as a consequence of using the Site and / or the System.

9.5 The Service does not guarantee that the Site and the System meet the User's requirements; that the access to the Site and / or the System will be provided continuously, quickly, reliably and without errors.

## **10. Special conditions**

10.1 The Site and the System may contain links to other sites on the Internet (third party sites). The specified third parties and their content are not checked by the Service for accuracy with certain standards (reliability, completeness, legality, etc.). The Service is not responsible for any information, materials posted on third-party sites to which the User gains access using the Site and / or the System, including for any opinions or statements expressed on third-party sites, publicity, etc., as well as for the availability of such sites or content and the consequences of their use by the User.

10.2 The Service has the right to assign rights and transfer debts for all liabilities arising from the Agreement. By this, the User gives his consent to the assignment of rights and the transfer of debt to any third parties. The Service informs the User about the completed assignment of rights and / or the transfer of debt by posting the relevant information on the Site and / or in the System.

10.3 Taking into account the specifics of transactions, the Service does not carry out a refund policy for transactions (chargeback). By making transactions, the User agrees and independently bears all the risk of the transaction. No claims for cancellation of the Transaction can be presented to the service. The service does not accept or process applications from anyone for a return and / or cancellation of an operation.

## **11. Dispute Resolution Procedure**

11.1 All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the Agreement, the Parties will seek to resolve through conversations. The Party that has claims and / or disagreements shall send a message to the other Party indicating the claims and / or disagreements that have arisen.

11.2 If the reply to the message is not received by the Party that sent the message within 30 (thirty) working days from the date of sending the corresponding message, or if the Parties do not come to an agreement on the claims and / or disagreements that have arisen, the dispute shall be resolved in legal action to the location of the Service.

## **12. Changes to the terms of the Agreement**



- 12.1 The Service has the right to unilaterally manner change the terms of the Agreement, the Privacy Policy, the Anti-Money Laundering Policy, Tariffs and the Offer, and such changes take effect 3 (three) days after the publication of the new version of the relevant documents.
- 12.2 If the User does not agree with the terms of the new version of the Agreement, the Privacy Policy, the Anti-Money Laundering Policy, Tariffs and the Offer, he stops using the Site after completing all concluded Transactions with other Users.

### **13. Final provisions**

- 13.1 Except for the cases expressly provided for by the Agreement and the current legislation of the Russian Federation, all notifications, messages and documents as part of the fulfillment by the Parties of obligations arising from the Agreement must be sent and deemed received by the Parties if they are sent by e-mail from the authorized address of one of the Parties to the authorized address other. Authorized addresses are:
  - 13.1.1 for the User: the email address specified in the User's Personal Account.
  - 13.1.2 for the Service the mail of the Exchange.
- 13.2 The Service and all legal relations arising from it are governed by the legislation of the Russian Federation without regard to its conflict of laws rules. All disputes that arise are resolved in accordance with the legislation of the Russian Federation.
- 13.3 The recognition by the court of any provision of the Agreement as invalid or not subject to compulsory execution does not entail the invalidity of other provisions of the Agreement.

