

# TERMS OF SERVICE

Date: 29 January 2024

## General Provisions

The present Terms of Service are concluded between **Coinrate.pro Asset Management LLC**, (the "Fund"), a limited liability company, organized under the laws of the Saint Vincent and Grenadines, registration number: 2346 LLC 2022, having its principal place of business at the following address: Suite 351, Beachmont Business Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines (hereinafter together referred to as «Company» or «Fund») and (hereinafter referred to as "Client") .

Coinrate.pro Asset Management LLC provides Virtual Currency Asset Management Services.

Subject matter of the present Terms of Service are conditions between the Parties in regards to Registration of the Client in the System, opening an Account and using the Services.

In addition to the present Terms of Service, the Company retains its right to apply Company's Policies to the relations with the Client, including Anti-Money Laundering Policy, Data Protection and Privacy Policy, Cookies Policy, Client Classification Policy, Risk Acknowledgement and Disclosure Policy, Conflicts of Interest Policy. The Client may find Company's Policies at the Company's website, hosted at <http://www.coinrate.pro> or contact the Company for that purpose via the following email: [office@coinrate.pro](mailto:office@coinrate.pro)

By signing these Terms of Service, the Client confirms that he or she has carefully studied and fully agrees with the present Terms of Service, and all the legal documents published on [www.coinrate.pro](http://www.coinrate.pro), that the Client fully understands its content, including his/her rights, obligations and liability for breach under these Terms of Service. If the Client has doubts that he/she understands any of the provisions of the Terms of Service, the Client should contact the Company.

The Company may introduce changes to the Terms of Service by updating the version and the date of the Terms of Service on the present website page. If the Client does not agree with the updated version of the Terms of Service, the Client should immediately notify the Company about it. The Company encourages the Client to frequently review the Terms of Service to ensure he/she understands the terms and conditions that apply to the Client's access to, and use of the Services.

## Definitions

Company means, where applicable, Coinrate.pro Asset Management LLC, registered under the laws of Saint Vincent and the Grenadines and registration address at Suite 351 Beachmont Business Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines; Services mean Virtual Currency Asset Management Services and Virtual Currency Initial Coin Offering Investment Management Services;

Virtual Currency means value represented in digital form that is digitally transferable, preservable, or tradable and that natural persons or legal persons accept as a payment instrument, but that is not the legal tender of any country or funds (banknotes or coins, scriptural money held by banks, or electronic money);

Client or you means an individual or a legal entity that wishes to or has already registered in the System and created an Account;

System means a software solution developed by the Company, used for provision of Services;

Account means an account of the Client in the System, where the Client may deposit its Virtual Currency funds for using the Services;

Business Day means any calendar day, apart from Saturday, Sunday and public holidays in Saint Vincent and the Grenadines, on which the payment infrastructures and the banks are open for business in Saint Vincent and the Grenadines, or any other day defined by the Company and in duly manner noticed to the Client;

Virtual Currency Wallet means a software application (or other mechanism) that provides a means for holding, storing, and transferring Virtual Currency;

### **Registration in the System and Account Opening**

In order to comply with the Company's Anti-Money Laundering Policy the Client provides Company with acceptable identification documents for KYC/KYB procedure in accordance with the Company's policies.

The Company reserves the right to request additional information and/or documents from the Client in order to verify the Client's identity. If Client refuses to provide Company with requested information and/or documents, Company retains its right to refuse in registration of the Client in the System and opening an Account for him. For more information about the Company's Customer Due Diligence procedure you can view Anti-Money Laundering Policy.

If the Client acts and/or holds the Account for the benefit of a third party, the Client must inform the Company without undue delay on this and submit all documents and information which might be necessary to identify the person on whose benefit the Account is opened and held (Ultimate Beneficial Owner or UBO) and to prove powers of the UBO's representative. The Company reserves the right to terminate Terms of Service and close any and all Accounts if the Company discovers that the UBO was not disclosed to the Company or in cases when it is impossible to identify the UBO and/or its source of wealth.

### **Provision of the Services**

The Company undertakes to provide the Client with the Services that include:

- Virtual Currency Asset Management Services
- Virtual Currency Initial Coin Offering Investment Management Services

In the course of the provision of the Services the Company will use its experience and knowledge in order to manage Client's Virtual Currency funds and achieve gains on the deposited funds.

The provision of Virtual Currency Asset Management Services may include, but is not limited to, spot trading, margins and futures trading, etc.

By depositing Virtual Currency funds to the Company the Client herewith awards the order to the Company for the independent management of the deposited virtual currency funds in the Client's name and for his account. For the purposes of the present Terms of Service, the Company may manage the Client's Virtual Currency funds at Company own discretion.

The Client grants to the Company all mandates and signatory rights in respect of accounts and deposits etc. as are necessary for the execution of this order.

The Client may require from the Company information about Client's balance, list of transactions made by the company with the Client's Virtual Currency funds, terms and conditions of the made investments.

The Client acknowledges and agrees that the Company does not guarantee any gains, interest or other benefits on the deposited Virtual Currency.

Any interest rates do not apply to the deposited Virtual Currency.

### **Deposits and withdrawals**

Company will provide the Client with a Virtual Currency Wallet address, and the Client should deposit Virtual Currency in the amounts agreed with the Company, but not less than the Minimum deposit amount.

Minimum deposit amount should be equivalent to 10000 USD. The Company accepts deposits in the following Virtual Currencies: Tether (USDT), USD Coin (USDC).

The Company may impose limits on deposit amounts depending on the Client's risk type in accordance with the Company's policies. These limits may be revised by the Company from time to time.

In terms of provision of Virtual Currency Asset Management Services, the Client may withdraw funds not earlier than **3 months** after depositing them into the Account (Minimum Deposit Term).

If the Client wishes to withdraw Virtual Currency funds from the Account, given that the requirements of the Minimum Deposit Term are met, the Client should contact the Company, provide the Company with a Virtual Currency Wallet address and order a Company to withdraw the Virtual Currency funds to the provided Virtual Currency Wallet address. The order for withdrawal should be submitted to the Company not later than 30 days in advance before the withdrawal. After receiving the order for withdrawal, the Company, given that the requirements of the Minimum Deposit Term are met, should withdraw Client's Virtual Currency funds to the provided Virtual Currency Wallet address not later than **30 days** from the moment it received the order for withdrawal.

In case Client needs to withdraw before the Minimum Deposit Term, Client must notify Company in written by sending the withdrawal request to official Company's e-mail.

The Client agrees that it is Client's sole responsibility to provide a correct Virtual Currency Wallet address for withdrawal. The Client acknowledges that if he/she provides incorrect

Virtual Currency Wallet address for withdrawal, his Virtual Currency funds will be lost, and that the Company will not bear any liability for the lost funds.

## **Fees**

The Company charges the following fees for the Services:

**The Management Fee that constitutes 1%** of all Client's Virtual Currency funds managed by the Company. The management fee is charged at the moment the Client makes a deposit to the Company and, after that, at the beginning of every new Minimum Deposit Term, in case of agreement prolongation.

**The Strategy Entrance Fee that constitutes 2%** of all Client's Virtual Currency funds managed by the Company. The Strategy Entrance Fee is charged at the moment Fund initiates the acquisition of Virtual assets to compose the Client's portfolio.

### **Performance Fee that constitutes:**

20% from the gained positive returns on the Client's Virtual Currency funds upon reaching the target profitability 4,5% (4,5% increase in assets) or more.

The Performance Fee is charged at the end of the Minimum Deposit Term in accordance with High Water Mark principle. High Water Mark principle ensures that if the Client's Virtual Currency funds managed by the Company falls from one investment period (1 months) to the next, the Client will not pay Performance Fee until the Client's Virtual Currency funds managed by the Company value exceeds its previous greatest point. Performance Fee is charged after each investment period (1 months).

## **Warranties and Representations**

The Client warrants that the Client:

- has not previously been charged with money laundering, financing and supporting terrorism, or other crimes;
- is not and has never been subject to any local or international financial sanctions;
- is not in a state of bankruptcy, sanitation, debt collection or other claims from third parties and/or government authorities;
- does not reside in countries, subject to financial sanctions, according to Financial Action Task Force's recommendations;
- is at least 18 years old;
- has not previously been suspended or removed from using the Services
- has full power and authority to enter into these Terms of Service and doing so will not violate any other agreement to which Client is a party;
- will not use Company Services if any applicable laws in Client's country prohibit from doing so in accordance with these Terms of Service;
- obtained all deposited Virtual Currency funds from legitimate sources and these funds do not originate from illegal activities;

- will not use services provided by the Company for any illegal purposes, including performing any actions and operations in order to legalize money received for a criminal or illegal activity.

The Client confirms that the information and documents provided by the Client in the course of Registration in the System and that later are correct and truthful, and that the Client will only provide the Company with correct and truthful information and documents in future communications. The Client shall bear any and all losses that occur due to submission of invalid information or documents.

## **Risks, Liability and Indemnification**

The Client acknowledges and tolerates the risk of losing any amount the Client deposits to the Account; and that the Company does not bear any liability for any direct or indirect losses caused by the Company in the course of provision of the Services. For more information about risks you can view Risk Acknowledgement and Disclosure Policy.

In no event will the Company be liable for any special, indirect, punitive, incidental, or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if the Company has been advised of the possibility of such damages.

The Client agrees to indemnify the Company, its affiliates and service providers, and each of its, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to the Client's breach and/or the Company's enforcement of these Terms of Service or Client's violation of any law, rule or regulation, or the rights of any third party.

The Party is relieved from the liability for failure to perform the Terms of Service if it proves that the Terms of Service has not been executed due to circumstances out of the Party's control (Force Majeure) which are proven in accordance with the procedure established by the Applicable Law.

The Client shall notify Company about Force Majeure circumstances which prevent execution of the Terms of Service with a written notice within 10 (ten) calendar days after the day of occurrence of such circumstances. Company shall notify the Client about Force Majeure circumstances via email or via the System in reasonable time.

The Client acknowledges and agrees that the Company shall not be held liable and the Client shall be solely accountable for loss of income, loss of transaction profits, contractual losses, disruption of business, currency-related losses, loss or damage of information or data, loss of opportunities, loss from the price or value of Virtual Currencies, costs of purchasing products and services outside the scope of the Services; any failures in software, hardware, internet connection and any distortion and delays arising therefrom; any indirect, special or incidental loss or damages arising from any infringement (including negligence) and/or breach of contract or any other cause, regardless of whether or not such loss or

damage may reasonably be foreseen by the Company and regardless of whether or not we are notified in advance of the possibility of such loss or damages; any malicious programs such as viruses or trojans that you may have from your use of the Services, loss arising from any information or technology in the System in relation to its validity, accuracy, correctness, reliability, quality, stability, integrity, timeliness, applicability (including for a specific purpose), freedom from error or omission and consistency; any type of damages to the Client.

### **Confidentiality**

The Client undertakes to protect Confidential Information, which has become known to the Client while executing the present Terms of Service. Client undertakes not to transfer and/or disclose Confidential information of the Company to third parties without a written consent of the Company.

For the purposes of this section, Confidential information means any information related to the fact or substance of discussions or negotiations between the parties that the Company has identified as confidential at the time of disclosure. Confidential Information does not include information which the the Client demonstrates:(a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than the Company); (b) that is lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is lawfully and independently developed or obtained by, or on behalf of, the Client (as evidenced by written records) without use of, or reference to, Confidential Information; or (d) that was known by the Client prior to disclosure by the Company (as evidenced by written records).

### **Third Party Service Providers**

The Company may contract third parties in order to provide the Client with Services in full (Third Party Service Providers). Services provided by third parties may include, but are not limited to, IT, legal, management services, etc.

The Client agrees that the Company is not liable for any errors and/or omissions made by Third Party Service Providers.

### **Intellectual Property and License**

The Company grants the Client a limited, nonexclusive, non transferable license, subject to the Terms of Service, to access and use the Services and the System, solely for approved purposes as permitted by the Company. the Client agrees not to use the granted license in any other way than for the purpose of these Terms of Service.

The Client agrees that the Client's rights on the Company's Intellectual Property are restricted by the granted license and no right or interest in the Services is transferred to the Client other than the limited licenses granted herein.

## Communication

If the Client has any question or complaint in terms of the Services provided by the Company, the Client should communicate with the Company via the following email: [office@coinrate.pro](mailto:office@coinrate.pro)

The Company may contact the Client via contact details provided by the Client during the Registration.

## Applicable Law and Dispute Resolution

Applicable Law: In relation to the Virtual Currency Asset Management Services provided by Coinrate.pro Asset Management LLC, the Terms of Service and all legal documents are governed by the laws of Saint Vincent and the Grenadines with an exclusive jurisdiction of Saint Vincent and the Grenadines courts.

Company aims to settle all disputes with the Client amicably, promptly and on terms acceptable to Parties; thus, in case of a dispute, the Client is encouraged to, first of all, address the Company directly. Disputes should be solved by negotiation.

The Client may submit any complaint regarding services provided by the Company by sending a notification via email.

The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Client bases his/her complaint on documents which Company does not possess, the Client shall also submit such documents or the copies when filing the complaint.

The Company shall examine Client's complaint and notify the Client about the decision not later than within 30 Business days after receiving it. If the Company cannot provide the answer to the complaint within the specified time frame, the Company shall inform the Client about the reasons and indicate when the Client will receive the answer;

After receiving a final decision on the Client's complaint, if the Client does not agree with such decision, the Client may use other remedies for protecting its rights in accordance with the Applicable law.

## Termination

These Terms of Service should stay in force until terminated by the Company or the Client.

The Client may terminate the Terms of Service by giving a 30 Business days notice to the company, given the requirements of Minimum Deposit Period are met.

If the Client breaches the requirements of the Minimum Deposit Period and terminates the Agreement, the Client must pay the Company the **cancellation fee that constitutes 2%** of all Client's Virtual Currency funds managed by the Company on date of breach request accepted by the Company. After receiving the order for premature withdrawal, the Company, should withdraw Client's Virtual Currency funds to the provided Virtual Currency Wallet address not later than **30 days** from the moment it received the order for withdrawal.

The Company may terminate the Terms of Service at any time by giving a notice to the Client.

After the termination and in a reasonable time period, the Company should transfer the remaining Virtual Currency funds from the Client's Account to a Virtual Currency Wallet address provided by the Client.

The Company may freeze and/or withhold the Client's funds after the termination if any of these conditions is met:

- the Company has reasonable doubt that the funds initially originate from illegal activity;
- it is required by the Applicable law, the Company's Anti-Money Laundering Policy or any official authority;
- the Client has unpaid liabilities to the Company;
- the transfer of the remaining Virtual Currency funds to a Virtual Currency Wallet address provided by the Client contradicts other provisions of the present Terms of Service (including provisions that refer to the Minimum Deposit Term).

## **Miscellaneous**

It is the Client's responsibility to determine which, if any, taxes apply to any gains and/or payments received by you in the scope of using the Services and to report and remit the correct tax to the appropriate tax authority. The Company is not obliged to determine whether any taxes apply to the Client and is not responsible to collect, report or remit any taxes for the Client.

Any waiver of a right under these Terms of Service shall only be effective if declared in writing. The delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a party from exercising that right in the future.

If any part of these Terms of Service found by a court to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms of Service which shall continue to be valid and enforceable to the fullest extent permitted by law.

All provisions of these Terms of Service which by their nature extend beyond the expiration or termination of these Terms of Service will continue to be binding and operate after the termination or expiration of these Terms of Service.

The Client agrees that any claims that were not solved during the negotiation process and that the Client wishes to bring to court, should be brought on an individual basis only and not as a plaintiff or class member in a purported class or representative action. The Client waives his right to bring any claim as a class action or to consolidate individual claims against the Company.

These Terms of Service including all Schedules, legal documents and other documents referred to herein represent the entire agreement of the Parties in relation to its subject matter. The Client and the Company acknowledge that they have entered into the Terms of Service in reliance only on the representations, warranties, promises and terms contained in these Terms of Service and, save as expressly set out in the Terms of Service, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of the Terms of Service unless it was made fraudulently.



*The Parties execute this Terms and Conditions as*

*follows: Coinrate.pro Asset Management LLC Director*

*Mr. Denis Kudryashov* \_\_\_\_\_