

# Terms and Conditions

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## 1. INTRODUCTION

In this Agreement “we”, “us” “our”, “ours” and “ourselves”, "Company" shall refer to Spectre Global Ltd, a company incorporated in the Cayman Islands with company number CR-330820.

These terms and conditions govern the relationship between us and our client (“you”, “your” or “yourself”, as appropriate) with respect to trading via this website.

By trading on this website, you hereby agree and understand that trading is a high-risk activity and that you should only trade with money that you can afford to lose. You also agree that you fully understand and agree with all risks involved in the acquisition of financial contracts.

You also understand that the prices of International currencies, stock indexes or commodities are highly volatile and very difficult to predict. Because of this volatility, no financial contract purchased in our system can be considered a safe contract and should be treated as high risk activity.

The maximum loss that you may incur is the amount of money paid to the Company when placing a trade from an off-site account or the amount of money paid as a deposit on the on-site account.

When selecting an on-site trading account, we reserve the right at our sole discretion to refuse and/or cancel services, charge withdrawal fees to anyone for any reasons including, but not limited to:

- Any occasion where we believe that person's activities at this site may be illegal in that person's country or state;
- Any occasion where we may be approached or contacted by legal authorities or regulators from that person's country or state;
- Any occasion where we may suffer any fiscal or regulatory disadvantage due to the Clients' activities at this site;

## 2. LANGUAGES

The prevailing language of these Terms and Conditions will always be English, although may become available in other languages as well.

You may communicate with us through this website via email to [support@spectre.ai](mailto:support@spectre.ai) , or via the Contact Us page on [www.spectre.ai](http://www.spectre.ai) . All communication will be in English.

## 3. JURISDICTION

Laws regarding financial contracts are different in each country, and it is your responsibility, if you are accessing this site, to ensure that you understand and fully comply with any laws or regulations in your own country.

The transactions performed on this site and the relationship between you and the Company are to be governed by the laws of the country of incorporation of the Company (the "Jurisdiction"), which shall be the Cayman Islands. You agree that the Jurisdiction's courts will have sole jurisdiction to settle any disputes that may arise in relation thereto.

## 4. CONTRACTS

Each financial contract purchased by you via this site is an individual agreement between yourself and the Company and is not a security, nor is it transferable, negotiable or assignable to or with any third party.

Entering into financial contracts through this site should happen always according to the terms and conditions presented on the pages of this website. A financial contract will be considered completed upon verification of the payment.

## 5. YOUR LIABILITY

You understand that you are fully and personally liable for the proper settlement of every transaction under your account with us, from any person that may have gained access to your account. You also understand and agree that no minors should be given access to the website. You also agree that you are fully liable for any and all trades initiated on your account, and for any Ethereum Blockchain transactions entered into the site for your account.

## 6. CUSTOMER FUNDS

If you have chosen to trade from the on-site private escrow account, then you understand that:

- a) When you transfer ETH to us on your behalf or ETH is credited by us to your account, such ETH will be held inside an ETH address controlled by a smart contract. Money collected from you, when the on-site wallet option is preferred, are not invested in any securities, futures, currencies, derivatives or other investments, on your behalf.
- b) Your account should not be used as an ETH wallet and you should only add funds with a view to place contracts.
- c) Any client money unclaimed by you on a trading account which has not been active for at least one (1) year may be paid away to a registered charity of our choice.
- d) We may discontinue treating any money held on your behalf as client money and release such money from the ETH account if you have not traded in the previous one (1) year and we have not been able to contact you after making reasonable efforts.
- e) When you transfer funds to us, your ETH transaction will be cleared through the Ethereum blockchain when the Ethereum Network processes your transaction which may depend on network congestion and gas conditions applied by you. Your account will be credited when the ETH reaches the corresponding smart contract.
- f) to make a withdrawal, you must submit a request via our platforms by using the relevant interface inside the platform and the amount will be returned to the same ETH address making the initial deposit. When choosing to withdraw you have to incur the gas cost for the withdrawal.
- g) If there is a Force Majeure Event, a Market Disruption Event or if we determine that a Hedging Disruption has occurred, or may occur, then we reserve the right to not release any payment to you, if we are restricted to do so by these events.

When trading from the off-site private wallet, you understand that

- h) there is no need for any deposit to any private escrow account or smart contract.
- i) All trades are initiated directly from your account, and the only amount leaving your wallet for each corresponding trade initiated will be sitting on the corresponding smart contract.
- j) You understand that you have to pay the gas for initiating a trade.
- k) After a successful trade, the profit of the trade will be immediately sent to your account from the smart contract but may not reach your account immediately due to network congestion.

## 7. ALLOWING TRADES

We reserve the right to refuse to do business with, to discontinue to do business with, and to reverse any and all transactions that you have made from an on-site trading account, if we believe that you are acting:

- based on insider knowledge and information on any financial market or instrument.
- While in breach of any laws, regulations that govern the operation of any market, financial institution or country.
- While in breach of the website's Terms & Conditions.

We reserve the right to ask you and seek for information in order to verify compliance with these terms, and you agree that it is the Company's decision at its sole discretion whether to continue or not doing business with you.

## 8. PLACING TRADES ONLINE

When placing a trade on the site from an on-site wallet account, you understand and agree that:

- a) Any trade that has been instructed, shall be considered irrevocable and we shall be under no obligation to take any steps to reverse it unless so required by law;
- b) Any trade will not be considered valid until you receive an onscreen confirmation of receipt thereof from us; and
- c) there are inherent risks in using any website and that transactions may fail or communications may be intercepted by unauthorised parties or may not reach their intended destination or may do so much later than intended for reasons outside our control.

When placing a trade from an off-site wallet, you understand and agree that:

- a) Any trade that has been confirmed by the blockchain shall be considered irrevocable;
- b) Any trade will not be considered valid until you receive an onscreen confirmation of receipt thereof from us; and
- c) there are inherent risks in using any website and that transactions may fail or communications may be intercepted by unauthorised parties or may not reach their intended destination or may do so much later than intended for reasons outside our control.

The company will do everything in its power to ensure that the trading platform and Services will be available to you at all times as per the current Terms and Conditions, but we provide

no warranty that the platform will be available or accessible throughout all the suggested period.

**You understand that there is no trading system free from the risk of loss. We do not imply or guarantee that you will make a profit from entering a financial contract in our platform. You should not trade with us unless you understand the trading system you are using and the extent of your exposure to risk. If you are unsure about your use of a trading system you should not trade. If you require any further information in relation to one of our trading systems please let us know immediately.**

We may, at our discretion, suspend access to the trading platform with or without notice for any reason, including but not limited to carrying out maintenance, repair or development. We will not be liable if access to the trading platform is prevented or interrupted or otherwise unavailable due to a Force Majeure Event and/or because of any suspension pursuant to this Agreement. We give no warranty regarding the whole or any part of our trading platforms, website or any systems or network links or any other means of communication or their suitability for any equipment and device used by you for any particular purpose, unless as a result of our wilful default, fraud or negligence. We will have no liability to you in relation to any loss that you suffer as a result of any delay or defect in or failure of the whole or any part of our trading platforms, website or any systems or network links or any other means of communication. We will have no liability to you in the event that any computer viruses, worms or similar items are introduced into your computer hardware or software via websites, provided that we have taken reasonable steps to prevent any such introduction.

Unless otherwise indicated or agreed, any prices shown in the trading platform are indicative at the time shown and based on data which is subject to constant change. The execution price is the price which is confirmed to you at the time of execution.

We also reserve the right to modify, amend, alter, update, supplement or replace the trading platform from time to time, in whole or in part, without any notice and without incurring any liability to you.

## 9. FRAUD and MONEY LAUNDERING

You shall not abuse this site for money laundering purposes. We employ best-practice anti-money laundering procedures and reserve the right to refuse to do business with, to discontinue to do business with, and to reverse the transactions of any Client that does not accept or adhere to these anti-money laundering processes. No portion of your funds or from your trading volume via the offsite wallet should come from criminal activity. We are obliged to report any and all suspicious transactions to relevant authorities.

Moreover:

- Each and every client will be asked to fill in, during the account opening process, all details that establish their identity, including but not limited to: valid identification, address, and contact email and personal telephone number. More details can be found in the Privacy Policy document.
- Each client should create an account solely for themselves. They should not hold funds of a 3<sup>rd</sup> party in their account.
- Each client should register personally and may only have 1 account.
- Winnings may only be paid to the initiator of an account and the originating ETH address.

- It is not allowed to sell, transfer, purchase or acquire an account from another client.
- Transfer of funds among clients is prohibited.
- The Company may, from time to time, at its sole discretion, or as required by regulations in place to conduct appropriate "Know Your Customer" procedures and may require a Client to provide proof of identity (such as notarized copy of passport or other means of identity verification as the Company deems required under the circumstances) and may at its sole discretion suspend an account until satisfactory identification information, evidence of identity and address, source of funds and/or source of wealth have been provided. Know Your Customer documentation will be required when a Client makes an ETH deposit in their account or wish to open an account using their off-site ETH wallet. In the case of a client opening an account with Spectre Global Ltd, the threshold for verifying clients is on cumulative withdrawals of USD 1,000. This limit may change at the company's sole discretion according to corresponding laws.
- You agree that we may use Personal information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

We reserve the right to not accept any of the information that you provide in case we have a reason to believe that it is inaccurate or false. In such a case we may ask you to provide additional information in order to clarify the situation.

## 10. COMPANY'S RIGHTS

We reserve the right to suspend the operation of the website and the trading platform in its entirety or sections thereof:

- When the operation of the website is not reasonably practicable without effecting the interests of the Client or the Company due to political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Company.
- When the price of the assets used in the contracts cannot be properly calculated.

We also reserve the right to terminate any event or trade when there is an error in the current prices, published payouts or any material error in the trading platform.

In all circumstances, we reserve the right to make changes to these Terms and Conditions. If we do make any material changes then we will notify you and you may accept or decline to agree. If you decline, then your account may be frozen, suspended or cancelled.

Furthermore, the Company, under the above circumstances, or any other, reserves the right to adjust your account should any trade result in a disruption, miscarry or aborted trade.

Although we reserve the right to freeze or close a Client's account, we also warrant that all contractual obligations already made, shall be honoured.

We also reserve the right to cancel/reverse transactions initiated from an on-site trading account, in case it comes to our attention that any of the contracts have been acquired or sold at a level which is not correct or fair or represented by the pricing of the asset at the time regardless of what the reason might be (undetected programming error, bug or glitch in our website software, market data feed or contract pricing latency, data feed error, stray quotes, incorrect pricing parameters, or mis-calculation of any type) .

You need to report to us any such issues, or potential system errors that you may encounter and not misuse/abuse them in order to gain an unfair advantage for profit. You also agree and understand that we are not to be held liable for such issues or errors.

Any information provided on the pages of the website, and/or emails or newsletters sent by the company related thereto, is not intended as financial or investment advice and we will not accept any liability in this respect, nor will we accept any responsibility for the accuracy or comprehensiveness of the information provided on this website.

## 11. INACTIVE ACCOUNTS

If your account has had no activity for a period of one (1) year, and you cannot be located or contacted, then we reserve the right to pay away any amount it may hold to a registered charity of our choice. Please contact us at [support@spectre.ai](mailto:support@spectre.ai) in order to recover funds from inactive, closed or blocked accounts.

## 12. LIABILITY

We are not to be held liable in any way whatsoever for:

- any client losses incurred due to any delays, losses, errors or omissions resulting from the failure or mismanagement of the blockchain, or any computer equipment or software.
- any losses or damage of data or records
- any event in case of force majeure, or act of any Government or legal authority
- any damages or losses deemed or alleged to have resulted from or been caused by this site or its content. This shall include any client's use or misuse of its content, the inability of any client to connect with or use the site, delay in operations or transmission or any errors or omissions in content.

## 13. MARKETING AND PROMOTION

The Company may try to contact you periodically in order to offer updates on its website, news and services. If you choose not to receive these updates, you can either choose to unsubscribe or contact us at [support@spectre.ai](mailto:support@spectre.ai) and request this.

## 14. ACCOUNT OPENING

You should only proceed with opening an account on this website if:

- you have read these Legal Terms and Conditions in full and understood that you will be buying and selling financial contracts subject to these Terms and Conditions;
- you have read our Privacy Policy and hereby consented in us processing your personal information according to the terms mentioned there;
- you are over 18 years of age.



- you are not resident in a restricted country such as Bosnia and Herzegovina, Costa Rica, Democratic People's Republic of Korea (DPRK), Ethiopia, Hong Kong, Iran, Iraq, Israel, Jersey, Syria, Uganda, USA, Vanuatu or Yemen;
- prior to visiting this website, you had gained sufficient experience and knowledge in matters of financial trading to be able to fully understand all risks that are involved with financial trading.

Trading on Spectre.ai and holding SXUT or SXDT tokens is strictly forbidden for U.S citizens. Participation rights do not apply to U.S citizens. This website uses an I.P block to ensure U.S citizens do not access it. If you are here and are from the U.S, you are in direct contravention of this website and Spectre.ai's Terms and Conditions. Investing in any token or security or trading on the Spectre.ai is high risk. You should seek professional financial advice first before attempting to do so.

## 15. ACCOUNT CLOSURE

In order to close your account on Spectre.ai, please contact us at [support@spectre.ai](mailto:support@spectre.ai). In order to be able to withdraw any pending funds, you will need to have fulfilled any pending "Know Your Client" procedures in your account and should not have any open trades in your account.

## 16. TRADING RULES

When trading on the website you agree to adhere to the company's rules and restrictions in placing a trade and acquiring a financial contract. We reserve the right to change these rules from time to time, according to market conditions and other factors. Here are some of the rules currently in place:

- Contracts will not usually be offered with a %profit smaller than 5% (i.e. payouts of under ETH 1.05 for each ETH 1 staked).
- Contracts offered by Spectre Global Ltd will have a minimum purchase price of ETH 0.001, an amount that can change at the Company's sole discretion.
- Contracts are not usually offered in the last hour of trade of any given market (for foreign exchange markets, the restriction may be extended up to 3 hours).
- Contracts will not usually be offered during the first 10 minutes of market trade.
- The prices of some contracts may be offered at different prices depending on market conditions during the day.
- Contracts will not be able to be purchased or expire during the weekends.
- Market prices are updated at most once per second. For any given second, the market price will be updated to the first tick, if any, received in that particular second on the company pricefeed.
- There will be occasions where the trader will be able to sell a contract prior to its expiry, but this is not guaranteed by the Company to always be the case.



## 17. CONTRACT DETAILS

The Contract payouts shall be determined by the Company at its sole discretion. The payouts may vary per asset and per hour of the day. You understand that the different markets may close at different times during the day due to local trading hours and time zones. You also understand that certain markets (such as stocks and stock indices) are not open throughout the day and that trading may not be available when the markets are closed.

The Company will be using various pricefeeds for determining the price of each asset and may be different than the prices available in the primary markets where the assets are traded. In the event of any dispute regarding market or settlement values, the decision of the Company shall be final and binding.

The Company will be making available charting data to the client based on the pricefeeds obtained. The Client understands that these prices are indicative only and may at times differ from the real market values. The Company's decision as to the calculation of a financial contract price will be final and binding.

If there is any disruption in the pricefeeds that cannot be immediately rectified, then we reserve the right to refund the contract purchase if it is initiated by an on-site trading account.

## 18. TRADING LIMITS

The Company may impose volume trading limits on Client accounts at its sole discretion. Current trading volume limits upon account opening are:

- 5 ETH/day as maximum trading volume.
- 30 ETH as maximum account size and

Once a Client account is fully authenticated then the above numbers will change as follows:

- 50 ETH/day as maximum trading volume
- 300 ETH as maximum account size

The above numbers may change at any time at the Company's sole discretion. In case the account balance goes above the above limits, then you will need to make a withdrawal in order to bring the balance down to under this limit.

## 19. COMPLAINTS AND DISPUTES

If you wish to make any complaint for any trade or transaction, then please submit an email to [support@spectre.ai](mailto:support@spectre.ai) and allow 1-2 weeks to get the first response from us. You should expect to receive a final response on your complaint within 2-4 weeks from the receipt of all relevant details to your case.

## 20. APPROPRIATENESS TEST

We reserve the right, where applicable, to conduct an appropriateness test in order to determine whether you have the necessary knowledge and experience in the investment field to understand the risks involved in the specific type of product or service offered or demanded.

If we deem that you do not have the necessary knowledge and experience, then we will issue a warning to you via email. Such a warning will be displayed on the website and we will try to contact you in order to discuss the results with you.