

TERMS AND CONDITIONS

Welcome to AssetfinX. By accessing and using our website and its services in any way, you agree unequivocally to be bound by these terms hereafter detailed. We advise that you carefully read them before using our website and services, as your access to and use of our website, contents and services is contingent upon your acceptance without any alteration of these terms and conditions. Your agreement to the AssetfinX terms also signifies your agreement with our privacy policy, and all other rules on our website.

We reserve the exclusive right to modify these terms and conditions without giving any prior notification to users, so we advise that you check back frequently on this page for modifications. Your continued use of the AssetfinX website after any modification of these terms represents your acceptance of those changes. We will consider any use of this website in any way as an acceptance of this agreement.

Before using our services, you are expected to read this agreement very carefully, and to consult a professional lawyer if you deem so necessary.

THE ASSETFINX CONCEPT/ACCEPTABLE USE

We provide this website for use for persons who have reached the legal age of 18 or are older. We grant such users a limited, nonexclusive, revocable, non-assignable, and non sublicensable license to access and use AssetfinX in compliance with these terms and conditions, as long as they do not use the site for any illegal purpose and/or transactions. We however ask that all users do their research and fully understand what AssetfinX is all about before participating in our services.

We provide online transaction platform services through which users may engage in digital asset trading activities. You however understand that we ourselves do not participate in the transaction of digital assets either as a buyer or seller; neither do we provide any services concerning the renewal and/or withdrawal of any legal currency of any country.

We only serve as a venue for users to obtain digital asset information, to locate trading counter-parties and subsequently make transactions as per digital assets. We do not participate in any user transactions, and users, at their discretion, must carefully assess the authenticity, validity and legality of relevant digital assets and exclusively bear the responsibilities and losses that may arise therefrom.

We do not give any investment advice and you are not to take any opinion, information, discussion, analysis, and price available on the website as such.

As a user, you have the right to browse the real-time quotes as well as transaction information of digital asset products on the website, to submit instructions regarding digital asset transaction and to complete digital asset transactions. You may also view other user information, apply the functions provided by this Website, have the right to take part in any website activity that we organize, and enjoy other services that we deploy.

All users understand and accept that:

The AssetfinX Project is not registered under any jurisdiction or country. It is therefore not a legal entity.

He/She takes part at his/her own risk in our digital asset trading activities where such activities are prohibited in his/her country.

The digital assets are not offered by any bank, financial institution, corporation or us.

The digital asset market is as of now, new and unconfirmed, and it may or may not become a popular means of trading.

Digital assets are used primarily by speculators, and relatively used less on commercial and retail markets because digital asset transactions are highly risky, as they are traded throughout the day without limitations on the fall or rise in price, and global government policies and market makers may cause major fluctuations in their prices.

Being a highly risky venture, digital assets trading is not suitable for the vast majority of people. It is your personal responsibility to determine the suitability of digital assets trading for you.

You fully understand that any investment in digital assets may result in total or partial loss of investment, and that you will only invest what you can afford to lose.

Because digital assets may generate derivative risks, you must first seek assistance from a financial adviser if you have any doubt whatsoever.

You also understand that there may also be unpredictable risks aside from the above-mentioned risks. You are therefore advised to carefully consider and use rational judgment to assess your financial position as well as the above mentioned risks before arriving at any decisions as to buying and selling digital assets.

You accept that all losses which may arise from your use of our services will be borne exclusively by you. We will under no circumstances be responsible for any loss.

BECOMING A USER

While visitors may browse through our website without registering, users will have to complete a registration and account creation process to be able to access several functions of the site. This will require that you provide personal information such as name, country of residence, email address, phone number and bank details/information.

You hereby verify that the information you make available to AssetfinX, both during and after the registration process are truthful and accurate, as we may delete your account and/or refuse you service if you provide any misleading, false, or incorrect information.

Once registered, you will be allotted an active personal AssetfinX user account. We expect you to safeguard your account information, and you hereby agree to be solely answerable for every activity that transpires/occurs under your account, and to uphold the fidelity of your user name and password.

You may possess and operate only one AssetfinX Account. If you think or suspect that a third party has accessed your account without authorization, you must notify AssetfinX immediately.

To open an AssetfinX account, you hereby confirm that you are at least 18, or the statutory age for entering into contracts under the applicable law of your jurisdiction.

You hereby represent that you have the capacity to accept these terms and conditions, and to enter into transactions and to use the AssetfinX service for digital asset transactions.

OTHER USER REPRESENTATIONS

You represent the following:

That all digital assets that you make available for transactions using the AssetfinX services are legally acquired and owned by you.

That you will undertake all liabilities for your own activities on the AssetfinX platform as well as any and all losses and profits therefrom.

You will comply with any and all relevant laws, which may without limitation include the reporting of any transaction profits for tax purposes.

You will never engage in any act or activity that damages the interests of AssetfinX.

That this agreement is only binding on the obligations and rights between you and AssetfinX, and does not pertain to any legal relations and disputes arising relating to the transaction of digital assets between the users of this website.

USER OBLIGATIONS

We ask users of AssetfinX users to act responsibly and behave in a civil and legitimate manner when using our website at all times.

To continue to have access to our website and services, you must not violate or attempt to disrupt the security of AssetfinX; utilize or attempt to use any software, device or procedure to interfere with the right working of the website; and/or use the website to store, transmit, duplicate, distribute or disseminate materials containing malware, spyware, computer virus, or any other malicious computer software.

You are not to send any junk e-mail to other users; misuse other users' information that becomes available to you as a result of your participation in a AssetfinX project; and/or act in any way that infringes or violates other people's rights, violates relevant law, or breaches any legal duty or contract you may have towards a third party.

You may under no circumstances offer any rewards that are unlawful, violate any of Assetfinx's policies, rules, guidelines, or any applicable law or regulation; and/or use the site to spread content that encourages racist and/or criminal offenses.

You may not use any kind of software or device to "crawl" or "spider" any part of our website; reverse engineer any feature/part of AssetfinX in order to gain access to our source code, underlying ideas, or algorithms; and/or attempt to gain unauthorized access to any information on the service or to any network(s) used in providing the service.

Do not circumvent, or attempt to circumvent any security measures on the website; act in a manner that imposes an unreasonable load on our infrastructure, or on our third-party providers; and/or post or replicate in any way any information whose Intellectual Property Rights belong to a third party without the prior approval of the owner of such rights.

You are prohibited from allocating, transferring or permitting any other individual to use your account; meddling with any other Assetfinx's user use of the site; and/or using the service to promote other websites, services or businesses in any way.

Do not transmit or upload any information, pictures or other material, which in our opinion is racist, sexually explicit, threatening, abusive, libelous or obscene, sexually suggestive; and/or transmit, post or email to any other user any information, representations or other material, which in the rational opinion of AssetfinX is capable of offending other users' political or religious beliefs.

If you violate in any way any of the conditions of these terms, you will be held fully responsible for any legal costs and losses (including termination of your use of our site) arising out of your breach.

ASSETFINX' S RIGHTS

To ensure the uninterrupted operation of our site and its services, we reserve the right to:

Make changes, whether slight or substantial, to our website and services without prior notice to users.

Restrict membership to AssetfinX. We may cancel accounts, refuse to offer our services, or alter our eligibility criteria at any time.

Reject, interrupt, cancel, remove, or suspend any project at any time and for any reason.

You agree that AssetfinX will not be held responsible for any loss(es) incurred as a result of any of these actions, and that we are not obligated to comment on the reasons for any such action.

TRANSACTION RULES

As a user of our services, you must comply with the following transaction rules. You must carefully read the transaction information in full, including without limitation the price, handling fee, buying or selling direction, consignment, and must have accepted the content in full before clicking to proceed with the transaction.

After you have browsed and verified the transaction information, you may submit your transaction commissions. Doing so shall be taken as your authorization of Assetfinx to broker you for the corresponding transactions, and we will automatically complete the matchmaking operation once we receive a transaction proposal that matches your price quotation. You understand that we will do this without prior notice to you.

You may check the corresponding transaction records under the transaction statements issued by our team, and confirm your own detailed transaction records.

You understand that you reserve the right to modify or stop our transaction commission at any time as long as we have not yet concluded the transaction.

We verify all transaction calculations using the calculation methods that we have posted on the website, but we do not make any representations that your use of this website will be undisturbed or free from errors.

DISPUTE RESOLUTION

All AssetfinX users waive the right to join in individual, class action lawsuits or class wide arbitrations against any entity or individual involved with the creation and operation of AssetfinX, including the founders, developer and all users of the AssetfinX project team.

LINKS

As a matter of convenience, we may make available third parties links to other websites and/or resources. The presence of such third-party links does not in any way mean that AssetfinX endorses such websites. Consequently, we are not responsible or liable for any content or other materials available from such third-party sites or resources.

CONTENT

We will define and treat as non-confidential and non-proprietary any communication or material users transmit to the AssetfinX website, including but not limited to any data, comments, questions, and suggestions. Users thus grant AssetfinX the right to use any material transmitted or posted for any purpose, including but not in any way limited to disclosure, transmission, reproduction, broadcast, publication, and posting.

While any user content provided and/or uploaded remains the user ' s property, by providing such user content to AssetfinX, users grant us an international, irreversible, transferable, continuous, royalty-free license, with all rights to sub-license, adjust, duplicate, make derivative works of, distribute, publicly perform, openly show, and to otherwise use such content without supplementary notice to or agreement from users, and without the requirement of reimbursing any such user.

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You may not use Assetfinx's intellectual property or that of third parties for any purposes whatsoever, without Assetfinx's prior written consent.

You agree that Assetfinx may claim damages against you, which may include (without limitation) the right to claim indirect, incidental, consequential or special damages should you breach the terms of this clause.

LIMITATION OF LIABILITY/WARRANTY DISCLAIMER

OUR WEBSITE AND SERVICES ARE PROVIDED BY ASSETFINX ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE AND ITS CONTENT, AND YOU FULLY AGREE THAT YOU USE THE WEBSITE AT YOUR OWN RISK.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES SO IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

ASSETFINX SHALL NOT BE LIABLE TO ANY USER FOR ANY SPECIAL, INDIRECT, OR RESULTING DAMAGES, ENCOMPASSING BUT NOT LIMITED TO THE LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF INCOME, DISRUPTION OF THE BUSINESS, LOSS OF INFORMATION, LOSS OF EXPECTED CURRENCY LOSSES, AND OR LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL OR REPUTATION.

WE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL OR INCIDENTAL LOSS, HURT OR DAMAGE WHICH MAY ARISE FROM ANY INFRINGEMENT, BREACH OF CONTRACT OR ANY OTHER REASON, WHETHER OR NOT WE ARE INFORMED AHEAD OF TIME OF THE POSSIBILITY OF SUCH LOSS, HURT OR DAMAGE.

WE WILL NOT BE HELD LIABLE FOR ANY DAMAGES CAUSED BY YOUR VIOLATION OR BREACH OF LAW OR AGREEMENT IN YOUR TRANSACTIONS; AND/OR THE EXPENSES AND LOSSES ARISING FROM YOUR PURCHASE OF ANY DATA, INFORMATION OR TRANSACTION THROUGH OUR SERVICES.

WE WILL NOT BE LIABLE SHOULD WE FAIL TO PROVIDE THE SERVICES OR IF WE DELAY THE PROVISION OF SERVICES DUE TO CONNECTIVITY FAILURES, POWER FAILURES, WEATHER CONDITIONS, ERRORS IN COMPUTER COMMUNICATIONS OR OTHER SYSTEMS,

INDUSTRIAL ACTIONS, LABOR DISPUTES, FAILURE ON THE PART OF BANKS OR OTHER PARTNERS, REVOLTS, UNEXPECTED ACCIDENTS, LACK OF PRODUCTIVITY OR PRODUCTION MATERIALS, UPRISINGS, RIOTS, FIRES, FLOODS, WARS, STORMS, EXPLOSIONS, ACTIONS BY GOVERNMENT, JUDICIAL OR ADMINISTRATIVE AUTHORITIES, COLLAPSE OF THE DIGITAL ASSET MARKET, AND OTHER ACTS THAT ARE BEYOND OUR INABILITY TO CONTROL.

THE GUARANTEES AND UNDERTAKINGS SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT SHALL BE THE ONLY GUARANTEE AND UNDERTAKINGS THAT WE MAKE IN CONNECTION WITH OUR SERVICES, AND SHALL SUPERSEDE ANY AND ALL THE REPRESENTATIONS AND WARRANTIES ARISING IN ANY OTHER WAY, WHETHER WRITTEN, EXPRESS OR IMPLIED.

INDEMNITY AND SEVERABILITY

All users hereby agree to indemnify and hold Assetfinx, its founders, officers, directors, agents, and personnel, free from all claims, including reasonable legal fees, brought by a third party as a result of their violation of this agreement, or their breach of any law or the rights of a third party.

If any condition or clause of these terms and conditions is held unenforceable by a competent court of law, specific clauses will be deleted or modified to reflect the parties' intention and all remaining clauses of the terms and conditions shall remain in full force and effect.

CHOICE OF LAW

The choice of jurisdiction for the interpretation as well as governance of law as regards this Agreement is the United States of America, without giving effect to any principles of conflicts of law.
