



Terms and Conditions

CCTrader Crypto is brought to you by CCTrading Limited C85707.

crypto.cctrader.com

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1. INTRODUCTION

- 1.1 These terms and conditions relating to our cryptocurrency offering (“**Crypto Terms**”) are between you (the “**User**”, “**you**” or “**your**”) and CC Trading Limited (“**CCTL**”, “**we**”, “**us**” or “**our**”). They constitute an agreement which sets out the terms of how we will give you access to exposure to certain cryptocurrencies (the “**Crypto Services**”). Before you can obtain such exposure, you are required to read these Crypto Terms and the various associated risk warnings and manually accept the icon confirming your acknowledgment of the associated risks in dealing with cryptocurrencies and your agreement with these Crypto Terms.
- 1.2 CCTL is a company incorporated in Malta with company number C 85707 and whose registered office and head office are at Level 0, Ewropa Business Centre, Triq Dun Karm, Birkirkara, Malta. CCTL is a fully owned subsidiary of Calamatta Cuschieri Group plc (“**CCG**”). CCTL is not currently subject to any authorisation or regulation.
- 1.3 By using our Crypto Services you are accept the contents of the terms and conditions without any qualification or reservation.
- 1.4 You will only be permitted to activate CCTL Crypto Services if you are duly accepted as a client of CCTL, have completed all client acceptance formalities and have activated a CC Trader Crypto account offered by CCTL.

2. RISK WARNINGS

- 2.1 **The trading of virtual goods and products or cryptocurrencies involves significant risk. Prices can and do fluctuate on any given day. Due to regular and material price fluctuations, you may increase or lose value at any given moment. Any cryptocurrency may be subject to large swings in value and may even become worthless, meaning that you could easily lose the whole of your investment. There is an inherent real risk that significant losses will occur as a result of buying, selling or exchanging cryptocurrencies.**
- 2.2 **Cryptocurrency exchanges also carry special risks not generally associated with regular fiat currencies or goods or commodities in a market. Unlike most currencies, which are backed by sovereign governments or other legal entities, or by commodities such as gold or silver, cryptocurrency is a unique type of chattel, based on technology and trust, with no underlying financial criteria on the basis of which to objectively assess their value, and whose price is based exclusively on the forces of demand and supply. As decentralised technologies, cryptocurrencies are not issued, controlled or regulated by any central bank that can take corrective measure to protect the value of cryptocurrency in a crisis or which is authorised to issue more currency.**

- 2.3 **Cryptocurrencies are an autonomous and largely unregulated worldwide technological system. Traders of such cryptocurrencies put their trust in a digital, decentralised and partially anonymous system that relies on peer-to-peer (P2P) networking and cryptography to maintain its integrity.**
- 2.4 **Cryptocurrency exchanges are susceptible to irrational bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral, amongst other things. Confidence might also collapse because of technical or technological problems. Examples could include, but are not limited to the following: if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.**
- 2.5 **The price or value of cryptocurrency can rapidly increase or decrease at any time and may even fall to zero. The risk of loss in trading or holding cryptocurrencies can be substantial and can result in the loss of your entire exposure.**
- 2.6 **Cryptocurrencies are a novel technological development and there may be additional risks that we have not foreseen or identified in these Crypto Terms or our other risk warnings.**
- 2.7 **You should carefully assess whether your financial situation and tolerance for risk is suitable for any form of exposure to cryptocurrencies. Your financial commitment to cryptocurrencies should not exceed such value as you could afford to lose outright.**
- 2.8 **Our banking providers do not transfer cryptocurrencies, exchange cryptocurrencies, or provide any services in connection with cryptocurrencies. Any withdrawals from your account must be made in fiat currency and only through your CC Trader Crypto account.**

3. REGISTRATION PROCESS

- 3.1. You can activate your cryptocurrency account exclusively through your CCTL Account, after which you may begin using the Crypto Services. In doing this, you expressly represent and warrant that:
 - 3.1.1. you have read, understood and accepted these Crypto Terms and our Privacy Policy which can be found on www.cctradercrypto.com
 - 3.1.2. you have the full capacity to accept these Crypto Terms and enter into a transaction involving cryptocurrencies;
 - 3.1.3. you will use the Crypto Services for legitimate purposes and not contrary to such general prohibitions as may be established by CCTL from time to time. We will

update you by way of email communication when any such prohibitions are established, revoked or varied; and

- 3.1.4. you are familiar with the nature and workings of the technology behind cryptocurrency, and in particular, the irreversibility of transactions, their volatility and the apparent risks associated with exposure to cryptocurrencies.
- 3.2. In order to access the Crypto Services you will need to activate these services via the CCTL CCTrader Crypto platform by reading and accepting these Crypto Terms, you will then be able to buy and sell the crypto currencies available on the CCTL CCTrader Crypto platform.
- 3.3. Subject to clause 3.2, once you have activated your crypto services, you will be able to place order to buy and sell Crypto currencies available on the CCTrader Crypto platform.
- 3.4. You will not receive an individual cryptocurrency 'wallet' in order to gain exposure to the cryptocurrencies provided as part of the Crypto Services. For more information about cryptocurrency wallets, please see our FAQs on our website www.cctradercrypto.com.

4. SERVICES AVAILABLE

- 4.1 Through the CCTL platform, you will be able to purchase such cryptocurrencies as CCTL may make available from time to time.
- 4.2 You will not be able to transfer cryptocurrencies to other CCTL Users.
- 4.3 We may apply limits to the amount of cryptocurrency that you will be able to acquire per transaction. Such limits will be implemented at our sole discretion and may be amended and adjusted by us from time to time.
- 4.4 We make no guarantee that you we will be able to acquire the cryptocurrency currency requested at that time of your request or at a specific price. CCTL will only execute a transaction on your behalf if the related exchange has been successfully carried out with such third parties providers which we may engage with from time to time.
- 4.5 We may suspend use of the Crypto Services for maintenance and we will make reasonable efforts to give you notice of such suspensions. By accepting these terms and conditions you acknowledge that the provision of advance notice may not always be possible.

5. FEES

- 5.1 The fees we charge for the Crypto Services are set out on our website. We may from time to time change our fees, and introduce new fees.

- 5.2 Users will pay a fee on each buy/sell transaction as stated in our services schedule available on www.cctradercrypto.com
- 5.3 For more information about our fees in relation to the Crypto Service, please see our FAQs on our website.

6. COMPLAINTS

- 6.1. We take all complaints seriously. Any complaints about us or the services we provide should be addressed to the support / chat function on the CCTrader Crypto platform. Please clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query.
- 6.2. We will promptly acknowledge your complaint, keep you informed as to progress, and send you a final response within 8 weeks of your complaint having been made. If we can't give you our final response within 8 weeks due to unforeseen circumstances or lack of information, we will contact you accordingly.

7. NOTICES

- 7.1 We will correspond with you at the address last notified by you to us.
- 7.2 All correspondence and notices sent by CCTL shall be deemed to be received by the Client within three working days after posting.
- 7.3 Unless you advise us otherwise in writing, we shall be entitled to communicate with you in English and all documents, information or notes sent by us to you may be in English.

8. USE OF THE ONLINE TRADING PLATFORM

- 8.1 The use of CCTL's "Online Trading Platform" enables the Client to make requests, give instructions and/or effect transactions, as well as communicate with CCTL. To make use of the online platform, a client may either subscribe directly online, choose to opt in when opening an account, or request access at any time after a regular account is opened.
- 8.2 The use of the Online Trading Platform is an execution-only service, where CCTL buys, sells or holds cryptocurrencies on the Client's behalf in accordance with the Client's instructions. This effectively means that Clients using this service have enough knowledge and experience to be able to take their decisions and transmit their transaction orders through this platform.
- 8.3 When making its Online Trading Platform Services available, CCTL does not advise the Client on the merits of any transaction/s and therefore CCTL is not required by the Rules to ensure that the transaction is suitable for the Client (and therefore that the transaction meets the Client's investment objectives, that the Client is able to financially bear any related

investment risks, and that the Client understands the risks involved in the transaction). This means that the Client will not benefit from the protection ordinarily afforded by the Rules which require investment services firms to assess whether a transaction is suitable for an investor.

9. INVALIDITY AND SEVERABILITY

9.1 If any provision of this Agreement shall be found by any court, or adjudicating body of competent jurisdiction to be illegal, invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the remaining provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

10. PREVENTION OF ANTI-MONEY LAUNDERING LEGISLATION

10.1 CCTL will comply with any applicable anti-money laundering obligations which may be imposed on it from time to time as well as any anti-money laundering policies and procedures which it may decide to apply.

10.2 CCTL applies the following rules regarding the deposit and withdrawal of funds from clients' investment accounts:

A client may have more than one account with CCTL. Only the account owner may deposit or withdraw funds to or from the investment account. Upon withdrawal of funds from the account, the funds will be sent to the same method by which they were deposited, or to a verified method owned by the account owner. The account owner **must** be the verified owner of any method used to deposit or withdraw funds from the investment account. CCTL may request proof of ownership in this regard.

10.3 You undertake and agree that any information CCTL may request will be provided promptly and will be accurate. CCTL may restrict payments if they are to be made to third parties or to bank accounts not in your name, or held in a jurisdiction outside the EU and the EEA.

11. DATA PROTECTION AND CONFIDENTIALITY

11.1 You hereby authorised CCTL to use any information and personal data pertaining to you in accordance with our privacy policy www.cctradercrypto.com/privacy-policy

12. DISCLAIMER

12.1 CCTL shall not be liable to you for any failure, hindrance or delay in performing its obligations under the terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure shall include, without

limitation, any technical difficulties such as telecommunications failures or disruptions, the non-availability of CCTL's platform.

13. ENTIRE AGREEMENT

13.1 Save as otherwise expressly provided herein, these Terms constitute the entire agreement between CCTL and the Client and CCTL shall not be liable to the Client for Loss arising from or in connection with any agreement, representation, statement or undertaking made prior to the coming into effect of this agreement other than those agreements, representations, statements or undertakings which are expressly incorporated or referred to in these Terms.

14. LIABILITY

14.1. Nothing in these Crypto Terms excludes or limits either our, or your, liability for fraud (including fraudulent misrepresentation or concealment), breach of contract, wilful default, negligence or any other liability which cannot be lawfully excluded or limited (including any liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors).

14.2. Any liability arising out of a breach of these Crypto Terms will be limited to any loss or damage that is a reasonably foreseeable consequence of such a breach and which arises directly from the actions of the defaulting party. Neither party shall be liable for indirect costs such as any loss of profits, sales, business or revenue.

14.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with your:

14.3.1. use of, or inability to use CC Trader Crypto or Crypto Services; or

14.3.2. use of or reliance on any content displayed on CC Trader Crypto,

except where such liability arises as a result of our breach of contract, gross negligence or fault. We will not be liable for any loss or damages resulting from any action or inaction on your part and which you could have been expected to avoid.

14.4. We will not be liable for any loss or damage that you may suffer because of any abnormal or unforeseeable circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example, delays or failures caused by problems with another system or network, any breakdown or failure of transmission, communication, data processing or computer facilities, mechanical breakdown, an act of state or government, war, riot or terrorism, any act of God, the suspension of any market, postal or other strikes or similar industrial action or any prevention from or hindrance in obtaining any

materials, energy or other supplies necessary for the performance of our obligations under these Crypto Terms.

- 14.5. We use industry standard techniques to protect all our technology systems and keep them free from viruses and attacks but cannot guarantee that they will be free from viruses or other malicious software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that infects your computer equipment, computer programs, data or other proprietary material due to your use of our systems or to your downloading of any content on it, or on any website linked to it.
- 14.6. We will have no liability for not displaying on CC Trader Crypto, for withdrawing or for not enacting a request to obtain or limit exposure which you submit to us.
- 14.7. As mentioned, we will execute your orders via third parties. Such third parties are not banks. We will not be liable for any damage or losses occasioned by such third parties. There is no specific legal protection that covers you for losses arising from actions of such third parties. CCTL will use best endeavours to work with trusted and reliable third parties.
- 14.9 We will have no liability for loss or damage resulting from internet and computers transmission such as third parties obtaining unauthorised access to information and / or assets stored on your behalf; errors or breaches in any networks in which the cryptocurrencies are being issued or traded; the operation of cryptocurrency protocols etc.

15. AMENDMENTS AND TERMINATION

- 15.1 CCTL may amend these terms and conditions at any time by posting such amended terms on its website. We will not be under any obligation to provide advance notice of any such amendments.
- 15.2 CCTL may terminate these Crypto Terms at any time and without giving any reason whatsoever, by giving you two (2) days' advance written notice by email.
- 15.3 You may terminate these Terms immediately at any time by contacting customer support on the CCTL platform, provided that all your open cryptocurrency positions are duly liquidated into fiat currency.
- 15.4 We may immediately terminate these Crypto Terms by giving written notice to you if:
 - 15.4.1. you commit a material breach of any of these Crypto Terms and (if such breach is remediable) fail to remedy that breach within a period of 10 days after being notified in writing to do so;

15.4.2 you repeatedly breach these Crypto Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of these Crypto Terms;

15.4.3. you use the Crypto Services to commit any act of fraud;

15.4.4. you become bankrupt or go through a similar event;

15.4.5. there is a legal obligation to do so;

15.4.6. you die; or

15.4.7. we have reason to believe that your use of the Crypto Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the Crypto Services or the CCTL Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you; or

15.4.8 We may choose to terminate all Crypto Services offered by CCTL for legal, regulatory, commercial, reputational or any other reason whatsoever.

15.4 Termination of these Crypto Terms results in the withdrawal of your access to the Crypto Services. In such instances, CCTL will deal with your remaining balance by transferring all liquidated fiat funds into your CCTrader account.

16. GOVERNING LAW AND JURISDICTION

16.1 These terms shall be governed by the laws of Malta and any claim or dispute under these terms shall be subject to the non-exclusive jurisdiction of the Courts of Malta.