

# Terms and conditions

## THANK YOU FOR CHOOSING CryptoKG

This user agreement is in accordance with the electronic agreement concluded between you ("User") and CryptoKG, which is drawn up to regulate the use of the website <a href="https://cryptokg.org/">https://cryptokg.org/</a>, its content and the services provided by the company. All rights of CryptoKG are reserved by Legaltant LLC, registered at 111 Northeast 1st Street, 8th Floor, 88364, Miami, FL 33132.

Registration of an account and further use of the CryptoKG resource automatically confirms your familiarization with the User Agreement, as well as your understanding and acceptance of its provisions. You confirm that you accept the terms of the current agreement and possible additions and changes in the future.

ATTENTION! THE FOLLOWING STEPS ARE THE FULL CONFIRMATION OF AGREEMENT WITH THE CURRENT TERMS OF USER AGREEMENT:

- 1. Full familiarization with the terms and conditions of the user agreement, including all existing add-ons and applications;
- 2. Entering up-to-date information into the registration form, which includes login, password, e-mail address. Entering a CAPTCHA is a step towards validating an action.
- 3. Checking the box "I accept the Terms of Service" is the final step towards confirming the terms of the user agreement.

Pressing the "Continue" / "Continue" button will lead you to the window on the completion of registration on the Site. When the registration process is completed, the current terms of the user agreement become valid and binding for the user.

If you completely disagree with the current terms of the user agreement, or do not accept some of the points presented, then do not register on the Site https://cryptokg.org/ and prevent the use of the services provided by the resource.

# **TERMINOLOGY**

This agreement lists terms that mean the following names:

- 1. "Agreement" the current User Agreement;
- 2. "Account" an element of the Site's functionality, which is used to calculate the user's monetary contribution and further manage it;
- 3. "Anti-money laundering policy" a program that prevents the use of illegally obtained currency associated with violation of current EU legislation;
- 4. "Chat" an element of the Site's functionality, which is used to send and receive messages;
- 5. "Cryptocurrency" is an electronic currency that is decentralized and distributed exclusively between its owners;
- 6. "Deal" the procedure of agreement between the user and the Site https://cryptokg.org/contact/, which indicates the waiver of the rights to the Cryptocurrency;
- 7. "Deposit" the procedure for transferring the user's currency to the Account;
- 8. "Exchange Rate" the current price-to-currency ratio that is offered to users during exchange Transactions;
- 9. "Tariff" the commission paid by the parties to the transaction, which is the payment for the CryptoKG exchange.





- 10. "Fiat / Fiat currency" currency that is introduced by the state and is a legal means of payment for goods and services in the country of issue;
- 11. "Funds" Currency, Cryptocurrency, or Fiat currency, which is used in the process of executing Transactions;
- 12. "Margin deal" the type of procedure that is carried out when using the Funds that were provided to the User in accordance with the loan agreement;
- 13. "Margin Level" Funds that must be available in the User Account in order to carry out a Margin deal. It is a percentage of the Funds provided to the user;
- 14. "Order" the conclusion of a transaction on the terms of the User, provided by the User;
- 15. "Parties" in this agreement are the User and the CryptoKG website;
- 16. "Personal Account" a page that is created in the process of registering a User account and is used to display current Orders, Transactions, Accounts, System Elements. The user has the opportunity to view the history of Deals and Orders in the Personal Account;
- 17. "Privacy Policy" the rules governing the collection, storage, protection and dissemination of information provided by the user to the Site, and which are part of the current User Agreement;
- 18. "Site" in the terms of this User Agreement is https://cryptokg.org/;
- 19. "Services" / "Services" a set of services provided by the Site;
- 20. "System" a set of technical conditions that are used by the CryptoKG exchange to provide Services to the User;
- 21. "User" an individual or legal entity that has passed the registration process on the Site, providing access to all the necessary information, and has agreed to the current terms of the User Agreement;
- 22. "Account data" information provided by the user and which is displayed in the Personal Account;
- 23. "Withdrawal" the procedure for withdrawing Funds from the Account;
- 24. "Stopout" is the debiting of Funds from the User's Account, which is carried out in order to repay the debt, which was provided for by the loan agreement. This procedure is carried out in order to prevent the appearance of a negative balance on the accounts of the participant of the Margin Transaction;
- 25. "Leverage" is the ratio of the volume of transactions that the User can carry out using the provided Funds and the user's personal Funds.

Further terminology is interpreted exclusively in accordance with the current European legislation and is interpreted for each party in accordance with the current wording on the Internet.

The headings that are found further in the agreement were created solely for the convenience of the User. This agreement governs the provision by the Site https://cryptokg.org/ Services for the User, and also interprets some of the terms of the provision. The user receives the following:

- Access to the services and the Tokenized Assets Trading System, for the further implementation of transactions, access to the elements of the Site's functionality, which include the Account, Personal Account, Transactions, Margin Transactions.
- 2. The user may not be able to access the services provided by the Site, depending on his current location, due to the legislation of the country in which he is located.
- 3. The User agrees to the terms of the Transactions, which mean that exchange procedures are carried out with another User, and CryptoKG is not an active party to such an operation.
- 4. The user does not get access to the functionality of the Site, which includes general System information, User rate, Orders and Transactions, until the end of registration.





- 5. The user gets full access to the Site's functionality only after the registration process is completed.
- 6. Setting a password is solely the responsibility of the User. The Site does not have the right to disclose personal information about the user. The loss of an account associated with the disclosure of personal data to third parties by the User is not the responsibility of the Site. If you lose your account, you must immediately report this to the support service of the Site. Any operations carried out from the User's account prior to the moment of contacting the support service are considered to be performed by the User himself.
- 7. The user has only one Personal Account. The use of several Personal Accounts is a violation of the valid rules of the User Agreement.
- 8. The user can use the Chat only if he / she has replenished the account in the amount of at least 100.00 (one hundred) USDT.
- 9. Chat rules include:
- Prohibition of insults and threats directed at anyone;
- Prohibition of the use of profanity;
- A ban on firing interethnic, interracial rods, propaganda of any kind of violence, incitement to hatred based on religion;
- Ban on sending any kind of links;
- Ban on spam and flooding (constant sending of the same messages);
- Ban on advertising;
- It is forbidden to communicate on topics that are not related to cryptocurrency trading, as well as spreading false messages.

#### **CHECK**

- 1. The user only gets access to the Personal Account and Account after completing the registration process.
- 2. The information required for depositing and withdrawing Funds to the Account is provided by the Site in the Personal Account.
- 3. Replenishment of the Account is carried out exclusively by transferring the required amount of Funds to the details indicated in the Personal Account. The User is fully responsible for incorrectly entered details and sending Funds not to the company's account.
- 4. Replenishment of the Account is considered completed only at the moment the required amount is received on the User's Account, or a corresponding notification appears in the CryptoKG wallet. At least 6 (six) confirmations must be received.
- 5. The Site undertakes to accept User currencies, store them, and carry out operations regulated by the User himself, as well as provide the currency provided by the User at his request.
- 6. The crediting of funds credited to the Site is carried out by the Site. However, if the Transaction is carried out between two Users, then the Account is replenished by using the services of third parties (various payment systems and aggregators). The Site is not responsible for the actions of third parties.
- 7. If the Agreement or other agreements between the Parties do not provide for the disposal of the Funds, or the conduct of operations on the User Account from third parties, then they are not carried out.
- 8. The funds credited to the Account belong to the User. The Site does not have the right to collect amounts from the User's Account, if this is not provided for by the provisions of the Agreement.
- 9. Withdrawal of funds from the Account is carried out by filling out the required form in the User's Personal Account. A confirmation of the withdrawal of funds from the Account will be sent to the e-mail address specified during registration.





- 10. If the user refuses the initiated withdrawal procedure, they will be returned to his Account.
- 11. The User cannot withdraw Funds from the Account in the event of a change in account data, which includes a change in password, or the method of authorization on the Site.
- 12. The User agrees that there will be a delay in the withdrawal of Fiat funds due to the verification process, and that the delay may be up to 1 (one) month.
- 13. The User agrees that the withdrawal of the Cryptocurrency from the Account may be delayed for a period of time from 1 (one) hour to 72 (seventy two) hours, which does not include various failures in the network system.
- 14. If the User notices suspicious activity on his Account, which may include the replenishment and withdrawal of Funds, he is obliged to immediately inform the technical support of the Site about it. If the User has not done so, the Site has the right to freeze the Funds in the Account until the completion of the official investigation of the transactions.
- 15. The Site has the right to revoke both the completed and the ongoing operation to withdraw funds from the Account, if required by financial institutions that are directly involved in settlement operations. To find out the reason for the request, the User needs to cooperate with the Site.

## **Procedure for making transactions**

- 1. Any Transactions in the System are carried out on the basis of Orders placed by the Users themselves. They are regulated in accordance with the terms and conditions on the basis of which the Parties cooperate, including the condition of repayable waiver of rights to the Cryptocurrency. The Site is not a party to the transaction, and is solely an intermediary of information for Users.
- 2. The User agrees that he is obliged to place an Order only after detailed consideration, as well as understanding and accepting the consequences of the Transaction.
- 3. The Site charges a commission for the transaction. The amount of the commission depends on the current Tariff.
- 4. Placing an Order requires the User to replenish the Account for the amount of Funds specified in the Order, and obliges him to fill out the required form in the "Trades" or "Exchange" tab.
- 5. Registration of the Order is carried out in the System only after checking the availability of Funds in the User's Account. The Site minimizes the risk of deceiving Users by other Users, and thus increases the credibility of the people with whom Transactions are carried out.
- 6. The user can register only 20 (twenty) Orders in one day. Exceeding the limit allows the Site not to register out-of-scope Orders.
- 7. A Transaction is concluded only if the counter Order sent by another User has been registered by the System. A Counter Order is an Order with the same Exchange Rate, but with a different direction. Registration of a counter Order is a sign of acceptance of the User Offer. The Order is executed only after the registration of the oppoSite Order by the System.
- 8. The Site allows partial execution of the Order. Thus, the System will publish an Order, which will compensate the amount of the balance, according to the originally placed User Order.
- 9. The Order transaction is carried out by transferring the Funds specified in the Order to the User Account. The translation is carried out automatically. The actions of the System in this situation are considered taken on behalf of the User.
- 10. Execution of Transactions, placing Orders and revocation are located in the Personal Account. The user has the opportunity to get acquainted with them at any time.





11. The Site determines the storage period for information about completed Transactions automatically independently.

#### TYPES OF ORDERS

### 1. Simple Buy Order

A Buy Order is a User's offer to buy Funds at the provided Rate. Its placement requires filling out a form in the Personal Account, as well as indicating the amount of Funds that the user wants to purchase and the Rate at which he intends to purchase Funds.

The order can be executed at a lower Rate, which allows you to get back to the Account the funds that were depoSited as a commission

The execution of an Order at a Rate that exceeds the value specified in the Order is impossible.

### 2. Simple Sell Order

A Sell Order is a User's offer to sell Funds at the provided Rate. Its placement requires filling out a form in the Personal Account, as well as indicating the amount of Funds that the user wants to sell and the Rate at which he intends to sell Funds.

The user can use the new System functions when placing a Sell Order. The use of the functions required by the User is carried out by placing a check in the corresponding registration field of the Order.

The use of the System functions will allow the user to set the minimum price at which the Order will be executed, as well as to adjust the rate increase in proportion to the rate increase in the System.

3. Buy order at market price

An order to buy at a market price is a User's offer to buy Funds without a Rate. Its placement requires filling out a form in the Personal Account, as well as indicating the amount of Funds that the User wants to purchase.

The Order will be executed at the lowest Rate that will be found among all Orders on the Site. At the time of the transaction, the Site will receive a commission.

## 4. Complex Buy and Sell Order

A Complex Buy and Sell Order is a User's offer to purchase Funds at the provided Rate, and to sell Funds at a given Rate. Its placement requires filling out a form in the Personal Account, as well as indicating the amount of Funds that the User wants to buy, the Funds that the User wants to sell, as well as the Rates at which the User intends to carry out transactions.

Thus, the User simultaneously places two regular Buy and Sell Orders. A Sell Order is placed after the execution of a Buy Order Deal.

#### MARGIN TRANSACTIONS

1. In some situations, which are regulated and determined by the user agreement, the User may exercise the right to conclude a Margin deal.





- 2. A transaction is possible exclusively using a Simple Sell Order, a simple buy order, a complex buy and sell order, but exclusively for a buy.
- 3. The loan agreement comes into force from the moment the Money is credited to the user's account.
- 4. All Funds that are provided to the User are at his disposal on a returnable basis.
- 5. To take advantage of the opportunity to make a Margin deal, the User must have the required Margin Level on his account.
- 6. The margin level is 100% (one hundred percent) of the amount of Funds that were provided under the terms of the transaction. It is possible to change the Margin Level, however, it cannot be less than 25% (twenty five percent) of the amount of Funds that are at the disposal of the User.
- 7. The margin transaction, which is carried out according to the parameters specified in the Order placed by the User, implies the debiting of Funds from the User's Account, which are equal to the amount of Funds that were provided to the User, and the amount of the commission, which is regulated in accordance with the current Tariff.
- 8. In the event that the User has a debt as a result of the Margin transaction, CryptoKG has the right to restrict the User's access to the Personal Account until he deposits the required amount of funds. Funds must be deposited into the Account within 5 (five) business days.
- 9. The User agrees that CryptoKG has the right to carry out a stop-out if the user's leverage is 1: 2 (one to two), and the Margin Level is less than 30% (thirty percent). This action is not a violation by the company. 10. Monitoring changes in the conditions for conducting Margin transactions, as well as the execution of Margin transactions is the direct responsibility of the User. CryptoKG does not bear any responsibility for losses that the user may incur as a result of lack of information, or untimely information about the need to deposit Margin. The Site is not obliged to notify the User about the stop-outs, or about the liquidation, or the sale of his funds, in case of non-payment of the arisen debt.

#### PREVENTION AND IDENTIFICATION OF ILLEGAL USE OF THE SITE

- 1. The user does not have the right to conclude transactions, avoiding the current procedure for placing Orders, by sending personal messages, or using other features of the System.
- 2. The user does not have to use the System and the Site in ways that are not provided for by the current User Agreement.
- 3. The user does not have the right to post Advertisements on the website (unless the Parties have entered into an advertising agreement)
- 4. The user does not have the right to use the System and the Site for illegal purposes, which include laundering money obtained by criminal means, as well as carrying out extremist activities, or sponsoring terrorism.
- 5. The user undertakes to go through the identification procedure before making a transaction, as well as to comply with the requirements provided for by the Agreement.

#### **RISK WARNING**

- 1. By agreeing to this User Agreement, the User guarantees full understanding and awareness of the process of conducting transactions, and also accepts all associated risks, which include:
- Fluctuations in the price of cryptocurrencies;





- The use of the Credit may lead to financial losses for the User, despite the possibility of earning additional funds. The User can lose more Funds than he invested initially;
- Expenses can include commissions, expenses for payment of credit funds, spread;
- It is highly likely that the User may not get the exact base price for the cryptocurrency when trading with other Users.
- 2. The User agrees that he takes part in the Transactions solely knowing all the risks and having the appropriate knowledge.
- 3. The User guarantees that he is fully capable of performing the necessary transactions with the Cryptocurrency.
- 4. The User understands that the Site does not set the current Rate and does not affect the value of the Cryptocurrency. The Site does not independently provide forecasts for Users and is not responsible for losses that the User may incur.
- 5. The user understands that the Site is not related to the implementation of transactions related to the Cryptocurrency. The Site is not responsible for potential losses of the User.
- 6. The User understands that any transaction performed with the Cryptocurrency is completely irreversible, and he cannot receive the Funds back (except for a situation when the agreement is concluded directly with other Users).

#### INTELLECTUAL PROPERTY OF THE SITE

- 1. The Site contains elements that are part of the intellectual property owned by Legaltant LLC.
- 2. Use of the Site and the System implies the User's consent that all content on the resource is protected by Copyright. The specified rights to the trademark, as well as other rights to the results of intellectual property, are current and valid in all manifestations, on any media, as well as in relation to all technologies, both current and subsequently created. The rights to the elements of the Site do not pass into the possession of the User neither in the case of using the services of the Site, nor in the case of the conclusion of the Agreement.

## PROMOTIONS AND BONUSES

- 1. The company has the right to provide customers with various bonuses, as well as to offer participation in promotions.
- 2. Bonuses are a voluntary privilege for the User. The Company has the right to refuse granting privileges to the User. The terms of the promotions are posted on the Site.
- 3. The Company can provide Users with individual bonuses, in particular, bonuses for VIP-clients.
- 4. The accrual of bonuses is possible only if the User has provided all the necessary documents confirming his identity.

List of bonuses provided by the Company:





- Deposit bonus. This type of bonus represents an additional crediting of Funds to the account, depending on the amount of Funds that the user has depoSited. This bonus is carried out under the following conditions: When receiving up to 10,000 bonus USDT, the trading volume must reach 10,000,000 USDT for every 1000 bonus USDT.
- When receiving from 10,000 to 30,000 bonus USDT, the trading volume must reach 20,000,000 USDT for every 1000 bonus USDT.
- If you receive more than 30,000 bonus USDT, the trading volume must reach 30,000,000 USDT for every 1000 bonus USDT.

The presence of more than two accounts on the Site requires individual working off of the bonus on each account, based on the amount of the bonus that was received on each of the accounts. Until the condition of receiving bonus funds is met, their withdrawal, as well as making a profit from bonus funds, is impossible.

The volume of transactions, the duration of which did not exceed three minutes, as well as the execution of scalping transactions, are not counted in the bonus processing.

If the User has not been active for more than three months, the Site has the right to write off all accrued bonus funds, as well as profits obtained from operations unilaterally, without warning.

The Company has the right to correct the trading result if the User was suspected of fraud using the Bonus Account.

There is no time limit for fulfilling the requirements for working out bonus funds. Withdrawal of bonus funds, as well as profit, is possible at any time, from the moment the necessary requirements are met.

If the User withdraws Funds from the account, before the conditions for working out bonus funds are met, the System closes positions on the User's Account, and also calculates the balance of funds using the formula:

User's Funds Balance = Account Balance - the amount of the bonus provided to the User - the income that the client received after closing all transactions that were opened from the moment the bonus was activated.

• Advance Bonus. This bonus is provided by the Company to those Users with whom the amount of the bonus was agreed, as well as the period during which the User must replenish his account (if the term has not been agreed upon, the User receives a period of 7 calendar days), as well as the amount to be replenished Check.

If the client has not depoSited the specified amount within the specified time period, the Site has the full right to withdraw the provided bonus, as well as the income that was received on the User's account, from the moment the advance bonus was activated.

Until the specified amount is depoSited into the account, or until the bonus is withdrawn, the User account is blocked.

The conditions for working off the bonus Funds received with the advance bonus correspond to the conditions for working out the Funds for the bonus to replenishment.

- 5. The company independently determines the terms of the shares. If the promotion is related to the receipt of bonus funds, the working conditions are indicated to the User additionally.
- 6. The user has the right to use Risk Free Transactions. The number of transactions depends on the type of the User's Account.





A Risk-Free Transaction is a transaction in which the Company itself compensates for the Funds that were lost as a result of the implementation of an unprofitable position.

The user can use this type of transaction within 2 (two) months from the date of receipt of the account type.

The user undertakes to notify the company when he will use this transaction, as well as indicate the asset, position type, volume. The company reserves the right to refuse the user if such a transaction does not comply with risk management.

The user will not be able to use the service if a refusal was received from the Company. In this case, the Company is not responsible for the position of the User.

When switching to a new type of Account, the number of risk-free transactions is not summed up.

If an insurance is necessary, duties, taxes, etc. are paid separately on behalf of the nominee account holder from the verified credentials.

