

Terms & Conditions

In consideration of the Service Provider agreeing to provide service to the user (hereinafter referred to as “Customer”, “You”) on this site and upon the Service Provider’s agreement to enter into an Agreement with the Customer, the you hereby fully and unequivocally, acknowledge, understand, agree and promise as stated herein and as per following:

1- By accessing, viewing, using or / and clicking “I agree” to any of the services made available on this website, owned and operated by Darico Limited (hereinafter referred to as “Operator”) via address <https://darico.io> (hereinafter referred to as “Website”) and using the services (hereinafter referred to as “Service”) provided by Darico Limited (hereinafter referred to as “Service Provider”), you acknowledge that you have read, understand, and unconditionally agree to be bound by the Terms & conditions of this agreement and all usage policies.

2- You fully understand and acknowledge that the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) may at any time, without notice, may amend the Terms and conditions of this agreement. As a Service user, you also agree to continue to be bound by any amended terms and conditions and that the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) may at any time, without prior notice, amend the Terms and conditions of this agreement without any obligation to notify you of such amendments.

3- It is your responsibility to periodically check these Terms and conditions of this agreement for changes and that continued use of the Website and Services offered by the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) following the posting of any changes to the Terms and conditions of this agreement shall indicate the full acceptance of any such amendments to this agreement. If you wish not to accept the Terms of this agreement, you should not access this Website and you should not use the Services of offered by this site.

4- This Agreement shall constitute the full agreement between you the user and the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities). Any other information made and provided either on this Website or made in any form of oral /

written including any statements made contrary to the statements made above are and shall be invalid and excluded from this Agreement.

Thus, subject to the terms and conditions of this Agreement and acceptance of your application to open an account (hereinafter referred to as "Account") with the Service Provider, Service shall maintain one or more Accounts in your name for Non-Deliverable Bitcoin settled products trading and provide such other services and products as the Service Provider may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all agreements for contracts and other transactions entered into between the Service Provider and you shall be governed by the terms of this Agreement, as amended from time to time.

Interpretation

In this Agreement unless the opposite is clear from the context the following rules of interpretation apply:

1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
3. References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;
4. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
5. The term 'including' does not exclude anything not listed;
6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
8. A reference to writing or written includes e-mail.
9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
10. Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.

11. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.
12. Certain statements in this Agreement and informational documents on this Website constitute “forward-looking information” under applicable laws. Except for statements of historical fact, information contained herein may constitute forward-looking statements. When used in this Agreement, the words “may,” “will,” “should,” “project,” “anticipate,” “believe,” “estimate”, “intend,” “expect,” “continue,” and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

Definitions

Agreement - Terms and Conditions and any other rules, policies or procedures that may be issued by published from time to time on the Website.

Actions - Any Customer’s instructions received through the Website

Applicable Law - Law applicable under this Agreement to any and all relations between the Customer and the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities)

Customer - the person who has completed the Registration form and whose application the Service Provider has accepted. The Service Provider reserves its right to set forth at any time

and upon its own discretion special eligibility conditions or other requirements to certain persons as a Customer.

Data - any data input by You or with Your authority into the Website.

Intellectual Property Rights - Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

Financial Products – products available for trading on the platform and may be named as “Stocks, “CFD’s”, “Forex”, “Indices” and “Cryptocurrencies”, “ETFs” for information and marketing purposes.

Operator – Darico Limited a company incorporated under the laws of Gibraltar, office location Suite 7, Hadfield House, Library Street with company registration number of 116871.

Service Provider – Darico Limited a company incorporated under the laws of Gibraltar, office location Suite 7, Hadfield House, Library Street with company registration number of 116871.

Service – means all services made available (as may be changed or updated from time to time by the Service Provider) via the Website.

Website – A group of interrelated websites owned and operated by Darico Limited, available on the Internet via address <https://darico.io>.

User – means any person, who uses the Website via address <https://darico.io>.

1. Eligible Customers

1.1 By registering as a Customer You covenant, represent, and warrant that (under the Applicable Law and law of the country of Your residence):

1.1.1 that You have accepted the Terms and Conditions; and

1.1.2 that You are of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and are fully

able and legally competent to use the Website, enter into an agreement with the Service Provider and in doing so will not violate any other agreement to which You are a party;

1.1.3 that You are the legal owner of the funds you add to Your account with the Service Provider and that the same funds derive from a legitimate and legal sources;

1.1.4 that using Services does not constitute a breach of your home jurisdictions' laws;

1.1.5 that You are aware of the risks in using the services provided by the Service Provider. These risks include the fact that You may lose all of the funds in your trading account if the market moves against You or in the case of failure, technical malfunctions of the site and other technical malfunctions, failures in the supply of quotations, force major and etc.

1.1.6 that You will not be involved with, or initiate any form of market manipulation, including spoofing orders or otherwise under the threat of blocking the account in any case of identifying such violations;

1.1.7 that if we require any KYC-procedure You will provide correct, genuine and up-to-date information or documents;

1.1.8 that any withdrawal address You provide is Your own and that You are fully in control over this address;

1.1.9 You are not allowed to access or use the Services if you are located, incorporated or otherwise established in, or a citizen or resident of: the United States of America and any jurisdictions that has restrictions on Cryptocurrency & Crypto Assets.

1.2 When accessing and using the Service, You must:

1.2.1 not attempt to undermine the security or integrity of the Service Provider computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;

1.2.2 not use, or misuse, the Services in any way which may impair or alter the functionality of the Services or Website, or other systems used to deliver the Services or impair or alter the ability of any other user to use the Services or Website;

1.2.3 not attempt to gain unauthorized access to the computer system and servers on which the Website is hosted or to any materials other than those to which you have been given permission to access;

1.2.4 not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or

Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);

1.2.5 not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

1.3 You will ensure that all usernames and passwords required to access the Website are kept secure and confidential, and that it is Your responsibility alone ensure this. You will immediately notify the Service Provider of any unauthorized use of Your passwords or any other breach of security and the Service Provider will reset Your password and take other steps to ensure the security of your account and the platform.

1.4 It is your responsibility entirely to provide us with correct details including Your withdrawal address. We accept no liability resulting in You not receiving withdrawal funds due to You providing incorrect or out-of-date details. The Service Provider excludes all liability for any incorrect transactions to wrong addresses, or any other such mistakes.

1.5 The Service Provider reserves the right at any time to verify Your identity for the purposes of complying with the any KYC/AML requirements

1.6 The Service Provider reserves the right to impose trading limits and withdrawal limits before You are required to conduct Customer Due Diligence (CDD). You agree to cooperate fully with us throughout this process and that You will provide all documentation/information that we may require in order to verify Your identity and to assess the purpose of the business relationship.

2. Service Performance

2.1 From the date on which Your Account is activated, the Service Provider will:

2.1.1 Receive and transmit orders on Actions.

2.1.2 Execute orders on Actions.

2.1.3 Provide for safekeeping and administration of Actions for the account of Customers, including Financial Products trading and related Services.

2.1.4 Provide investment Research and financial analysis

2.2 The Customer acknowledges that the Services do not include the provision of investment advice. Any investment information as may be announced by the Service Provider to the Customer does not constitute investment advice but merely aims to assist in investment decision making.

2.2 The Customer agrees and acknowledges that he/she/it is solely responsible for any investment strategy, transaction or investment composition of any account and taxation consequences and he shall not rely, for this purpose on the Service Provider. It is also understood and accepted that the Service Provider shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

2.3 The Service Provider may, from time to time in its absolute discretion, withdraw all or any part of the Services on a temporary or permanent basis.

2.4 Customer authorizes the Service Provider to purchase and sell Financial Products for Customer's Account in accordance with Customer's instructions received through the Website, subject to the terms of this Agreement.

2.5 Customer agrees to be conclusively responsible for any instruction received electronically (including, but not limited to, any Order) that is identified with Customer's password and Account number to the Service Provider from persons that the Service Provider, in its sole judgment, believes are apparently authorized by the Customer.

2.6 Pricing Information. The Service Provider will make available, by posting on the Website, Bid Prices and Ask Prices at which the Service Provider is prepared to offer the Customer to buy or sell Financial Products at. The Service Provider expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by the Service Provider and other sources. The Service Provider makes no warranties, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. If the Customer loses his funds due to the difference in quotations, the Service Provider is not responsible for this.

2.7 Order Execution. The Service Provider will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Website. In cases where the prevailing market represents prices different from the prices the Service Provider has posted on its Website, the Service Provider will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect Customer realized and unrealized gains and losses.

2.8 Customer acknowledges, understands and agrees that the Service Provider is not acting as an agent, advisor or in any fiduciary capacity. Notwithstanding the provisions of this paragraph, Customer acknowledges, understands and agrees that orders can be executed at prices different from those that the Customer sees on the Website.

2.9 Trade Matching. The Service Provider or its affiliates may determine to route Customer's orders to a trade matching system operated by third parties. In that event, the Service Provider and/or any one or more of its affiliates, shall have the right (but not an obligation), in the sole discretion of the Service Provider or any such affiliate, to act for its own account, and as a counterparty or as a broker to Customers in the making of markets, including without limitation, over any trade matching network in use by Customers and/or the general public.

2.10 Position & Trading Limits. The Service Provider reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. The Service Provider reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

2.11 The Customer is liable for all the trading losses that occurred due to voluntary or involuntary, but due to the Customer's fault, provision of access to the trading platform to the third parties

3. Margin Requirements

3.1 Customer shall provide to and maintain with the Service Provider margin funds in such amounts, and within such limits as the Service Provider, in its sole discretion, may from time to time require in order to provide Service. The Service Provider may change margin requirements at any time, without prior notice to Customer: (x) any time Customer's margin balance falls below the Service Provider minimum margin requirement as applied to that Account; and (y) any time the Service Provider, in its sole discretion, believes that it is prudent to do so. The Service Provider may at any time liquidate Customer's open positions or withdraw funds from the Customer's account without notice: (x) to ensure that actual margin equals or exceeds required margin; and (y) to satisfy any payment obligation to the Service Provider, including commissions, margin financing and other costs in respect of Customer's Account.

4. Commissions, Margin Financing and Other Costs

4.1 The Customer shall be obliged to pay the Service Provider the commissions, margin financing and other costs set out on the Website. The Service Provider will display all current commissions, margin financing and other costs on its Website.

4.2 The Service Provider may vary commissions, margin financing and other costs from time to time and shall provide Customers with notice thereof. All changes in commissions, margin financing and other costs are displayed on the Website.

5. Intellectual property

5.1 The Website and the copyright in all software on the Website is entirely owned by the Operator including all trademarks on the Website. All text, graphics, images and any other materials on the Website is entirely owned by the Service Provider. Materials on this Website may only be used for personal use and non-commercial purposes.

5.2 You may digitally display or print extracts from the Website for the above-stated purpose, only under the condition that You retain any copyright and other proprietary notices or any Operator's and the Service Provider's trademarks or logos, as shown on the initial printout or download without digital or physical alteration, addition or deletion. Except as expressly stated herein, You may not without the Operator's and the Service Provider's prior written permission alter, modify, reproduce, distribute or use in any other commercial context any copyrighted materials from the Website.

5.3 You acknowledge that the Operator's and the Service Provider's logos are trademarks. You may only use and/or reproduce such trademarks without physical or digital alteration on material downloaded from this Website to the extent authorized above, but You may not otherwise use, copy, adapt, change, or erase them.

5.4 You shall not under any circumstances obtain any rights over or in respect of the Website (other than rights to use the Website pursuant to these Terms and any other terms and conditions governing a particular service or section of the Website) or hold yourself out as having any such rights over or in respect to the Website.

5.5 All intellectual property rights relating to all the material used on the Website including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities). All rights are reserved.

5.6 You acknowledge that, except as otherwise agreed between the parties in writing, all intellectual property rights of the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities).

5.7 By submitting content to any public area of the Website, including blogs, message boards, and forums, you grant the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

5.8 By submitting any content to the Website You warrant that You are entitled to and have all necessary intellectual property rights over that content.

6. Third Party Websites

6.1 Any links to third party websites that are not affiliated or associated with the Operator or the Service Provider (although the Operator's or the Service Provider's branding, advertisements or links may appear on these websites) and the Operator may send e-mail messages to you containing advertisements or promotions including links to third parties. The Operator makes no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your interest and convenience. The Operator does not monitor or investigate such third-party websites and the Operator accepts no responsibility or liability for any loss arising from the content or accuracy of this material and any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of the Operator.

6.2 Under no circumstances are you to create a hyperlink to any of the pages on the Website, without obtaining prior consent to do so from the Operator. If You do create a link to any of the pages on the Website, You acknowledge that You are responsible for all direct or indirect consequences of the link, and you indemnify the Operator for all loss, liability, costs, damages, or expense arising from or in connection with the link.

7. Warranties and Representations

7.1 You acknowledge that:

7.1.1 You are authorized to access and use the Website; In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows You to utilize Services;

7.1.2 Your use of the Website and the Service is at Your own risk. You agree that the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) are not liable for any damages or harms arising out of Your use of the Website and Service;

7.1.3 The information provided on the Website is for general information purposes only and is given in good faith, You must only act upon such information at Your own risk, knowing that the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) will not be held liable for any resulting losses or damages. The information is selective and the Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) may not verify all information, which may not be complete or accurate for Your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Service provided by the Service Provider in a particular manner; and

7.1.4 The Operator does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. The Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) are not in any way responsible for any such interference that prevents Your access or use of the Website and the Service. The Operator (in the part that affects its activities) or the Service Provider (in the part that affects its activities) are not responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.

7.1.5 The Operator gives no warranty about the Website. Without limiting the foregoing, the Operator does not warrant that the Website will meet Your requirements

or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law, including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

7.1.6 You warrant and represent that You are acquiring the right to access and use the Website and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees, or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website or these Terms.

7.1.7 Customer does not intend to hinder, delay or defraud the Service Provider or any other Customers of the Website or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

7.1.8 The Operator denies all liability for the operation and reliability of the Website when used within an Internet environment, where you or a third party is providing the computer equipment and/or internet services upon which the product is dependent upon for any part of its functionality.

7.1.9 By using this Service You confirm that You understand that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of the Service Provider You accept that Service Provider is not liable for any perceived slow operation of the Website, or any damages or losses that could result from slow operation of the Website.

7.1.10 By using this Service You accept that all trade executions are final and irreversible, and that the Service Provider is not liable for the results of any trades/executions.

7.1.11 By using this Service You accept that the Service Provider reserves the right to liquidate any trades at any time regardless of the profit or loss position.

7.1.12 The Service Provider does not warrant that the Service will meet Your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or

location. You assume full responsibility and risk of loss resulting from your use of the Service, and the Service Provider is not liable for any resulting losses or damages.

7.1.13 It is our responsibility to maintain an orderly market and as such we may at our own discretion halt trading on the Website or limit access to the Website due to market disruption, service maintenance or any other relevant events. We exclude all liability for any claimed losses or profits lost as a result of us halting trading.

7.1.14 Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Agreement in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Customer.

8. Limitation Of Liability

8.1 To the fullest extent permitted by applicable law:

8.1.1 In no event will the Service Provider or any of the Service Provider parties be liable for any indirect, special, incidental, consequential or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the Customer has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and

8.1.2 In no event will the Service Provider and the Service Provider parties (jointly) aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement;

8.1.3 The Parties shall be responsible for compliance with the terms and conditions, for fulfillment of the Customers commitments and guarantees in the manner and in the amount prescribed by this Agreement, in particular:

8.1.3.1 In case of filing accusations, claims or lawsuits to the Service Provider related to non-compliance by the Customer engagements, the Customer agrees to solve such claims or actions on his own and at his own expense, as well as fully compensate the Service Provider's documented proven losses, court

fees, legal costs, incurred in connection with the refusal of the Customer or un-timely fulfillment of his obligations by the Customer.

8.1.3.2 In case of the Customer's violation of his obligations of this Agreement, the Service Provider reserves the right to:

8.1.3.2.1 demand full compensation from the Customer for losses caused by every violation;

8.1.3.2.2 bring a case before a court if the compensation doesn't cover the Service Provider's loss;

8.1.3.2.3 release the information relating to the Customer identity and location to any authorized officer in accordance with applicable law.

8.2 If Applicable law does not allow all or any part of the above limitations of liability to apply to the Customer the limitations will apply to the Customer only to the extent permitted by Applicable law. Customer understand and agree that it is his/her/its obligation to ensure compliance with any legislation relevant to his/her/its country of domicile concerning use of the Website.

9. Termination & Remedies for Breach of these Terms by You

9.1 The Service Provider reserve the right at our own discretion to close Your Account with at least 24-hour notice. If at the expiry of that period, your positions are still open, the Service Provider will close them.

9.2 The Service Provider may freeze any Account in the event that the Service Provider suspect or have evidence that You are engaged in suspicious trading or other activity or have breached any of the above terms or warranties. This may result in the unwinding of any trades You have entered into, including the liquidation of any open positions. The Service Provider expressly exclude any losses or profits You would have made as a result of us closing Your trade positions early or You not being able to trade on the Website and You agree to indemnify the Service Provider completely against any third-party action resulting from Your conduct or us having to close Your positions early. While Your Account is frozen the Service Provider will investigate and may require You to cooperate with our enquiries. During the investigation stage You may not be able to make deposits or withdrawals to your Account nor will You be able to trade or open any new positions. At the end of the investigation the Service Provider may, at our

own discretion, decide to close Your Account for which we are not required to provide You with any reasons for the same.

10. Absence of Waiver

10.1 Any failure or delay the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) to enforce any of the terms or to exercise any right under the Agreement will not be construed as a waiver to any extent of our rights.

11. Applicable Law

11.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Gibraltar.

12. Force Majeure

12.1 To resolve any dispute, controversy or claim between the Customer and the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) shall be held harmless for partial or absolute default on their respective obligations under the Agreement, if such default is caused by the circumstances of insuperable force that occurred after execution of the terms and conditions as a result of extraordinary events, i.e. natural disasters, epidemics, fires, floods, explosions, military activities.

12.2 The Customer or the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) affected by the circumstances of insuperable force shall, within five (5) business days, notify the Customer or the Operator (in the part that affects its activities) and the Service Provider (in the part that affects its activities) on such circumstances providing independent evidence of the existence of the circumstances of insuperable force issued by a relevant government or administrative authorities.

13. Dispute Resolution

13.1 Any dispute arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.

13.2 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by the competent court of Gibraltar in accordance with the rules of the arbitral tribunal, in English language, in writing on the basis of the documents submitted.

14. Severability

14.1 If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

15. Other Conditions

15.1 The English version of this Agreement shall prevail in case of differences in translation.

15.2 Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Customer's official email for communication shall be deemed the email specified by the Customer during the registration on the Website. The language of the communication shall be English.

15.3 Except as otherwise provided in this Agreement, this Agreement and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Operator and the Service Provider may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Service Provider.