

IMPORTANT NOTICE: SET FORTH BELOW IS THE TEXT OF THE TERMS OF SERVICE GOVERNING RELATIONS BETWEEN 4STEP INC. AND THE ACCOUNT HOLDERS IN RESPECT OF ACTUAL TRADING AND OTHER TRANSACTIONS WITHIN THE TRADING PLATFORM OF 4STEP INC. THESE TERMS OF SERVICE SHALL EQUALLY GOVERN RELATIONS BETWEEN 4STEP INC. AND THE ACCOUNT HOLDERS WHEN USING THE TESTING APPLICATIONS OF 4STEP INC. AVAILABLE AT: <https://test.zubr.io> AND <https://uat.zubr.io> *MUTATIS MUTANDIS*. FOR EXAMPLE, THE TESTING APPLICATIONS DO NOT PROVIDE FOR (I) THE ACTUAL IDENTIFICATION AND VERIFICATION PROCEDURES AND, IMPORTANTLY, (II) DO NOT ALLOW TRADING AND CONDUCTING OTHER OPERATIONS WITH ANY ASSETS HAVING ACTUAL VALUE.

ZUBR — TERMS OF SERVICE

Set forth below are Terms of Service of 4Step Inc. effective as of 4 June 2020.

PLEASE READ THESE TERMS OF SERVICE (“**TERMS**”) CAREFULLY. BY CLICKING TO ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. NOTE THAT CLAUSE 27 CONTAINS A BINDING ARBITRATION CLAUSE.

1. Status/Composition

1.1. These Terms apply to the provision and use of various services available at www.zubr.io through web and/or any mobile applications (jointly or severally), [Application Programming Interface \(API\)](#), [professional protocols \(SBEFIX and FAST\)](#) (“**Applications**”).

1.2. These Terms incorporate the following policies (“**Policies**”), as well as any policies/descriptions as may be referred to herein or otherwise within the Applications or published thereon:

- [Contracts Specification](#),
- [ZUBR Indices](#),
- [Funding Mechanism](#),
- [Liquidation Mechanism](#),
- [Margin Guide](#),
- [Order Types](#),
- [Insurance Fund](#),
- [Auto-Deleveraging Mechanism](#),
- [Withdrawal Schedule](#),
- [Cookie Policy](#),
- [Privacy Policy](#),
- [Risk Disclosure](#),
- [Fees](#)¹.

PLEASE READ CAREFULLY ALL OF THE DOCUMENTS LISTED IN THIS CLAUSE 1.2 USING RESPECTIVE LINKS. BY CLICKING TO ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE DOCUMENTS BEING INTEGRAL PARTS HEREOF.

¹ Separate web-pages for each of the bullet point items – integral part of these Terms.

SPECIFICALLY, PRIOR TO TRADING MAKE YOURSELF AWARE OF THE FUNDING, LIQUIDATION AND AUTO-DELEVERAGING MECHANISM SET OUT IN THE CORRESPONDING DOCUMENTS REFERRED TO IN THIS CLAUSE 1.2 ABOVE.

- 1.3. By accepting these Terms, you agree with and accept all the policies published on the Applications as amended or supplemented or varied in any manner whatsoever by 4Step Inc. from time to time.
- 1.4. In the event of any conflict between the Policies and these Terms, the provisions of these Terms shall prevail.

2. Parties to these Terms

- 2.1. 4Step Inc. is a company incorporated and registered in Saint Vincent and Grenadines under the registration number No. 25193 IBC 2018, having its registered address at First Floor, First St. Vincent Bank Ltd Building, P.O Box 1574, James Street, Kingstown, St. Vincent and Grenadines.
- 2.2. References in these Terms to “your” or “you” are to the person/entity who accepts these Terms and agrees to create account(s) and use the services as set out in and under these Terms. You and 4Step Inc. shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

3. Definitions and Interpretation

3.1. Definitions

In these Terms, unless the context otherwise requires, capitalised words and expressions shall have the following respective meanings:

Account — means an account created for an Account Holder on the Exchange Platform in order to use the Services.

Account Holder — means a person or an entity with an account on the Exchange Platform who uses the Services and agrees to follow these Terms.

Applicable Law — means law or regulation of Saint Vincent and Grenadines or any other laws, rules or regulations of other territories or jurisdictions (as the case may be) and as may be amended from time to time.

Balance — refers to the amount of the Virtual Currency held in an Account by the Account Holder and reflecting the results of any Transaction (as such term is defined in clause 13).

Blockchain — means the public transaction ledger for a particular Virtual Currency available on the Exchange Platform.

Buyer — shall mean an Account Holder who places an Order to buy the Instrument through the Exchange Platform and enter into a Trade.

Confirmation Protocol — means the required conditions for a transfer of a specific Virtual Currency in a specific blockchain or network to be deemed settled and completed. In some cases this confirmation protocol might mean that a transaction has been recorded in a block and

a number of consecutive subsequent blocks referring back to such block have been added to the Blockchain of such Virtual Currency in a way such that any reversal or attempt to reverse such blockchain recordation becomes economically impracticable.

Custody Wallet — shall mean a software application or other mechanism for holding, storing and transferring the Virtual Currency within the Exchange.

Exchange Platform — shall mean the digital platform, including all of its components such as software and hardware used by 4Step Inc. in connection with trading the Instruments as outlined in these Terms, available through the Applications.

Instrument or Instruments — shall mean any of the financial instruments as set out in the [Contracts Specification](#) and available for trading within the Exchange Platform.

Open Position — shall mean any successfully matched Order that has yet to close with an opposite side Order. An Open Position may result following the matching of the buy Order (thus creating a long position), or a sell Order (thus creating a short position). In any case, the position remains open until an opposite side Order is successfully matched.

Order — shall have the meaning as prescribed in clause 13.

Personal Data — shall have the meaning as prescribed in the General Data Protection Regulation (EU Regulation 2016/679 and EU Directive 2016/680) and any enacting/subordinate legislation as may be amended from time to time.

Prohibited Jurisdiction — means any jurisdiction which is set out in Annex 1.

Seller — shall mean an Account Holder who places an Order to sell the Instrument through the Exchange Platform and enter into a Trade.

Service — means any services offered by 4Step Inc. on the Exchange Platform, including the use of, and access to, the Exchange Platform.

Trade — shall have the meaning as prescribed in clause 13.

Virtual Currency — means any virtual currency or digital asset that may be deposited to or withdrawn from the Account on the Exchange Platform from time to time.

Virtual Currency Wallet — means a software application or other mechanism for holding, storing and transferring the Virtual Currency.

Website — refers to all images, text, software, data and services available at any 4Step Inc. websites and Web services, including but not limited to the website identified by universal resource locator <https://www.zubr.io/> or any other address it may be moved to.

3.2. Interpretation

References in these Terms to:

- 3.2.1. any statutory or other legislative provision (including any Saint Vincent and Grenadines regulations) shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution thereof;

- 3.2.2. 4Step Inc. include any legal successor, assignee or successor in title to 4Step Inc. (subject to the provisions of clause 23 (*Miscellaneous*));
 - 3.2.3. any deed, agreement or instrument shall include any such deed, agreement or instrument as may from time to time be amended, supplemented or substituted;
 - 3.2.4. an “agreement” also includes a concession, contract, deed, franchise, licence, treaty or undertaking (in each case, whether oral or written);
 - 3.2.5. “month” is a reference to a period which starts on one day in a calendar month and ends on the day immediately preceding the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in that next month it shall end on the last day of that next month (and references to “months” shall be construed accordingly).
- 3.3 Headings are for ease of reference only and should be omitted in construction of these Terms.
- 3.4 Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.

4. Representations/Warranties/Covenants of the Account Holder

- 4.1 By agreeing to these Terms, creating an Account and/or using the Services you hereby agree, represent and warrant that:
- 4.1.1. you have read, understood and therefore accept these Terms;
 - 4.1.2. you have the necessary power, authority and consent to accept these Terms, to enter into a binding agreement with 4Step Inc. and to perform the obligations set out herein;
 - 4.1.3. your jurisdiction or country of residence allows you to register an Account with 4Step Inc. and use the Services;
 - 4.1.4. you have at all times provided correct and accurate information during the process of creating an Account or any interaction with 4Step Inc. You undertake that, if your details change, you will notify us immediately and you shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate information;
 - 4.1.5. you acknowledge and agree that it is your sole responsibility to ensure your compliance with the laws of your jurisdiction or country of residence and you agree to indemnify 4Step Inc. for all consequences of failure to do so;
 - 4.1.6. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms, risks and intricacies associated with Virtual Currencies, Virtual Currency storage facilities (including Virtual Currency Wallets), Blockchains and blockchain-based software systems;

- 4.1.7. you have experience and sufficient knowledge in financial and Virtual Currency matters and are able to evaluate the benefits and risks of acquiring and trading the Instruments via the Services;
- 4.1.8. if you are an individual, you are at least 18 years of age, you have sufficient legal capacity (in your jurisdiction) to accept these Terms and to enter into a binding agreement with 4Step Inc. on the terms set out herein;
- 4.1.9. you have formally declared that you are not a politically exposed person and you have no relationship (e.g. relative, associate etc.) with a person who holds or held during the last 12 months any public position;
- 4.1.10. you are not a citizen of, resident or domiciled in any Prohibited Jurisdiction or using the Exchange Platform from a location in any Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you using the Exchange Platform for or on behalf of any such person or entity;
- 4.1.11. you understand that laws regarding Virtual Currencies vary throughout the world, and that it is your responsibility to make sure you properly comply with any law, regulation or guideline in your country of residence or any other law or regulation which you are subject to regarding the use of the Applications. To avoid any doubt, you confirm that you understand that your ability to access and use the Services does not necessarily mean that the Services and/or your activities through the Services are legal under the laws, regulations or directives relevant to you;
- 4.1.12. you understand that investing in any Virtual Currency or the Instruments involves greater risks than associated with investment in traditional fiat currencies or commodities and as a result loss of capital may occur;
- 4.1.13. you understand that you should not invest more than you can afford to lose and that you understand that any risks taken by you are solely your responsibility, and 4Step Inc. bears no responsibility whatsoever for funds lost whether directly or indirectly;
- 4.1.14. you shall not use the Services for any purpose that is illegal, and you shall not introduce, trade or withdraw any funds such as Virtual Currencies whose origin is such as but not limited to:
- human trafficking;
 - money laundering, terrorist financing, proliferation of weapons of mass destruction;
 - any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconditional organisations glorifying war or violating human dignity;
 - any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;
 - archaeological findings;

- drugs, narcotics or hallucinogens;
 - weapons of any kind;
 - illegal gambling services;
 - Ponzi, pyramid or any other “get rich quick” schemes;
 - goods that are subject to any trade embargo;
 - media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
 - body parts or human remains;
 - protected animals or protected plants; or
 - any other illegal goods, services, transactions or activities.
- 4.2 you shall not use any Virtual Currency or the Instrument you receive through the use of the Services to finance, engage in, or otherwise support any unlawful activities;
- 4.3 you represent and warrant that you will withdraw any Virtual Currency from your Account only to your wallet or a wallet that is otherwise under your control, otherwise we do not hold any liability for the consequences of such withdrawal;
- 4.4 you shall not interfere with or attempt to interrupt the proper operation of the Applications or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking or any other means;
- 4.5 using the Services is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and your use of the Services shall be in full compliance with Applicable Laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- 4.6 you will comply with any applicable tax obligations in your jurisdiction arising from your use of the Services;
- 4.7 you will monitor all and any changes to your Account and take all steps to maintain and ensure the confidentiality of your Account’s credentials, including, but not limited to, passwords and emails and/or usernames;
- 4.8 you will immediately inform 4Step Inc. of any unauthorized use of your Account, password, Account credentials, or any other breach of security by creating a support ticket and selecting the option “compromised account” at [ZUBR Help Centre — Submit a Request](#) or via email to support@zubr.io;
- 4.9 you are responsible for any and all damages caused, and all liability actions brought against 4Step Inc. for any breach infringement of these Terms or of any third-party rights or violation of any applicable laws;
- 4.10 nothing in these Terms excludes or limits the liability of the Account Holder for fraud, misconduct or potential losses caused by their negligence, breach of the Terms implied by operation of law or any other liability which may not be limited or excluded by law;
- 4.11 any errors or malfunctions caused by or otherwise related to the Services including your own failure to properly maintain or use your Account may result in the loss of the Virtual Currency.

- 4.12 you acknowledge and agree that 4Step Inc. may, where applicable, make payments to third parties that help initiate, conclude or maintain a business relationship between 4Step Inc. (or 4Step Inc.'s affiliates) and its clients;
- 4.13 you will provide 4Step Inc. with correct and relevant documents and personal information upon request. In case you provide counterfeit documents and false personal information, such behaviour will be interpreted as a fraudulent activity; and
- 4.14 you are responsible for implementing all reasonable and appropriate measures for maintaining the confidentiality and security of your Account name, user ID, passwords, Account credentials, personal identification and multi-factor authentication credentials that you use to access the Applications.

5. Risk warnings

- 5.1. By using the Services and the Exchange Platform you acknowledge that you understand and accept all associated risks. 4Step Inc. has highlighted some of the risks in the [Risk Disclosure Document](#). These risks are not intended to constitute an exhaustive list of risks and the risks usually inherent in trading in crypto derivatives and financial instruments apply to use of the Services and the Exchange Platform. There may be additional risks that 4Step Inc. has not foreseen or identified in these Terms or any other risk warnings.
- 5.2. You should carefully assess whether your financial situation and tolerance for risk is suitable for any form of exposure to Virtual Currencies.
- 5.3. You agree that you enter each Trade within, or take a decision relating to the Exchange Platform or Virtual Currency Wallet freely and that each such Trade or decision is entirely at your own risk.

6. IP rights

- 6.1. In this clause 6, “**4Step Inc. IP Rights**” means in relation to 4Step Inc., the Applications and Services, all: (i) patents, inventions, designs, software, copyright and related rights, database rights, know-how and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and the rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
- 6.2. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any 4Step Inc. IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the 4Step Inc. IP Rights and you understand and accept that by using the Services pursuant to these Terms you shall not:
 - 6.2.1. acquire or otherwise be entitled to any 4Step Inc. IP Rights;
 - 6.2.2. make a claim in respect of any 4Step Inc. IP Rights or any other equivalent rights; or
 - 6.2.3. use attempt to use, copy, imitate, reverse engineer or modify (whether in whole or in part) any 4Step Inc. IP Rights, except with our prior written consent.

- 6.3. You may view, download, store and print any copies of the Copyrighted Material for personal and non-commercial use. You agree not to adjust or try to circumvent or delete any notices contained on the Website, the Applications and/or the Exchange Platform (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Website, the Applications and/or the Exchange Platform.
- 6.4. Subject to our [Privacy Policy](#), you hereby grant, and agree to grant to 4Step Inc. the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and sell, re-sell or sublicense (through multiple levels) and otherwise exploit in any manner whatsoever, all or any portion of the content, information or data submitted to the Website, Applications or the Exchange Platform, and derivative works thereof, for any purpose whatsoever in all formats and technologies, and to advertise, market, and promote the same. You warrant that you are entitled to and have all necessary rights to the content, information or data submitted to the Website, Applications or the Exchange Platform.
- 6.5. You acknowledge all responsibility for all direct or indirect consequences of linking to the Website and agree to indemnify 4Step Inc. for all losses, liabilities, expenses, costs and fees, including attorney fees arising from or in any connection with that link, unless that link is explicitly mandated by 4Step Inc.

7. Registration and Terms Acceptance

- 7.1 To become an Account Holder and use the Services you must first complete the following registration process as set out in this clause 7 (followed by the identification and verification procedures as set out in clause 8 below):
 - 7.1.1. provide a valid email address and country of residence in the registration form available at any of the Applications;
 - 7.1.2. tick the box next to the wording:

«I've read and accept ZUBR [Terms of Service](#) and [Privacy Policy](#)»; and
 - 7.1.3. press the «Signup» button, after which 4Step Inc. will send you an email to the email address provided in clause 7.1.1. This email will include the confirmation link to the 4Step Inc. website, allowing you to confirm your email address.
 - 7.1.4. once you have confirmed your email address, you will be redirected to the password set up page of the Application, where you will need to provide complete and accurate information to set up your password.
 - 7.1.5. once your password is accepted, your registration is completed and you will be redirected to the Application where you may continue with the Account setup, as set out in clause 8.
- 7.2 The registration process will be terminated if, in clause 7.1.1 you specify the country of residency from the Prohibited Jurisdiction List (Annex 1).

7.3 Due to the security requirements, the confirmation link is valid for twenty-four (24) hours. If the confirmation link is not used within this period of time or password was not created, the registration process attempt is aborted and you need to start the registration process from the beginning.

7.4 For the avoidance of doubt, these Terms shall be terminated should you not complete the registration process set out in this clause 7.

8. Account Opening

8.1. Further to completion of the registration process (as set out in clause 7), to become an Account Holder and use the Services you must pass identification and verification procedures allowing you to open an Account at any of the Applications.

8.2. You agree to provide accurate and complete information about yourself during the registration, identification and verification process and you also agree not to impersonate another person or entity, and not to hide your identity from 4Step Inc. for any reason whatsoever. If you register as a legal entity, you declare that you have the authority to bind that entity to these Terms and that you are fully compliant with every legal provision that may be applicable to the entity you represent from time to time.

8.3. 4Step Inc. is required by legislation to obtain, verify, and record information identifying each person who opens an Account. Hence, when you open an Account, 4Step Inc. asks that you provide certain documents to identify yourself and verify the information you have submitted to us upon registration, such as: ID document (ID card, passport, driver licence etc.), proof of address (utility bill, bank statement etc.), proof of identity (selfie photo with you and your ID document). The detailed verification process is described in [ZUBR Verification Guide](#).

8.4. Investing in Instruments on 4Step Inc. is a high-risk transaction and therefore 4Step Inc. introduces 4Step Inc. qualification test to reveal the knowledge and experience in trading and Virtual Currencies. 4Step Inc. does not disclose correct answers and minimum number of correct answers to pass the test.

8.5. Before opening the Account to you, 4Step Inc. would need to know the source of your funds; therefore we will ask you to name the main source of wealth for deposited Virtual Currency as part of the verification process. 4Step Inc. reserves the right to request any specific documents like trading logs from other exchanges, bank statements or other documents issued by the relevant organisations to independently prove your source of wealth.

8.6. You are only allowed to register to become an Account Holder and/or use the Services if you are at least 18 years of age and eligible in accordance with the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject. 4Step Inc. has no obligation or capability to, and therefore does not, verify whether you are eligible to use any of the Services and we shall not bear any responsibility for your use of the Services, the Applications and/or the Exchange Platform.

8.7. Individuals and entities who are a resident, citizen and/or domiciled in a Prohibited Jurisdiction, will not be eligible to become Account Holders. At our discretion, we will restrict registration from countries we deem high risk or in which we are not allowed to accept registrations from.

- 8.8. We may directly or indirectly (through third parties) make any inquiries as we consider necessary to check the relevance and accuracy of the information provided for identification and verification purposes.
- 8.9. Depending on the Account Holder's location, some or all of the Services may not be available.
- 8.10. 4Step Inc. reserves the right to refuse or reject an Account setup at its own discretion based on its internal compliance policies and procedures.
- 8.11. You may open only one (1) Account with us. If you open additional Accounts with us in the absence of a valid option granted by 4Step Inc. to do so, we reserve the right to immediately close such additional Accounts in accordance with clause 17 (Account Suspension/Closing).
- 8.12. We reiterate that by becoming an Account Holder and/or using any of the Services, or the Exchange Platform, you agree to be bound by these Terms which represent a binding legal contract between the Parties. You hereby agree to the use of electronic communication to enter into contracts, place Orders, make withdrawals and other records and to the electronic delivery of notices, policies and records of Trades initiated or completed through our Applications. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

9. Account Security

- 9.1. It is your sole responsibility to protect access to your Account. While 4Step Inc. may reasonably assist you with restoring access to your Account, 4Step Inc. is not obliged in any way to restore any access to an Account, including in the case of theft or any loss of control of the means of access to the Account. You agree that 4Step Inc. is not liable for any damage or losses that result from such theft or any loss of control of your Account other than through the gross negligence, fraud or intentional, wilful or reckless misconduct of 4Step Inc.
- 9.2. You agree to keep any passwords, multi-factor authentication credentials and any other information related to maintaining the security of the Account strictly confidential. 4Step Inc. shall in no way be liable for access to, or use of, your Account due to any disclosure of such access information by you or subsequently by any other person whom you have provided such information.
- 9.3. Transactions made within the Exchange Platform may be processed by automated methods, and anyone who obtains access credentials to an Account could use it to enter into Transactions without your permission. If you notice misuse or unauthorised use of your Account or any other activity that makes you suspicious, you must contact us immediately at support@zubr.io.

10. Funds Storage

- 10.1. 4Step Inc. provides a way for you to store, manage and use your Virtual Currencies. The Virtual Currencies are stored within the secured wallet provided by 4Step Inc. (hereinafter "Custody Wallet").

- 10.2. If your Account is active, you may deposit your Virtual Currency to the Custody Wallet, which will thereafter be added to your Balance.
- 10.3. Your unique deposit address is made available to you after completing the opening of your Account.
- 10.4. 4Step Inc. does not in any way guarantee the value of the Virtual Currencies stored in the Custody Wallet.
- 10.5. We may impose fees for withdrawing Virtual Currencies from the Custody Wallet.

11. Deposit

- 11.1. A Deposit may be made in Virtual Currency.
- 11.2. Deposits may only be made in the Virtual Currencies specified by the Exchange Platform. Deposits shall be credited to your Account, within the period of time 4Step Inc. may determine, in its sole discretion as set out in clause 11.3 below.
- 11.3. Your Balance will be credited after your deposit is accepted by 4Step Inc. Deposits will be accepted after a number of network confirmations determined at 4Step Inc.'s discretion. We may refuse to accept any Deposit from you if we determine that it may pose any serious risks according to our AML/CFT policy. In such cases, we may request additional details regarding the funds you send to us. If the Deposit is not accepted, we may ask you to provide your address to which we may return it, as well as proof of your control of the address, including proof via digital signature. We may also attempt to return it by sending it back to the address it was sent from unless ordered otherwise by competent authorities.
- 11.4. 4Step Inc. does not guarantee the ability to credit a Deposit within a given time frame, and Deposits may be delayed or unavailable as a result of system downtime or as 4Step Inc. may determine from time to time, in its sole discretion.
- 11.5. All Deposits made under these Terms are to be made in full without set-off, counterclaim or deduction whatsoever, except in those cases related to Deposit chargebacks which 4Step Inc. may solve and determine from time to time, in its sole discretion.

12. Withdrawal

- 12.1. A Withdrawal may be made in Virtual Currency.
- 12.2. Withdrawals can be made through the Applications by following the relevant steps. Withdrawals may only be made in the Virtual Currencies specified by the Exchange Platform.
- 12.3. A Withdrawal shall only be made to an address of the external Virtual Currency Wallet specified in the withdrawal request. Some Virtual Currency Wallets require additional information in order to process the transaction, this should be provided in the withdrawal request when applicable.
- 12.4. When a withdrawal request is submitted and appropriately approved within the 4Step Inc. Exchange systems, the Virtual Currency shall be debited from your Account.

- 12.5. You are solely responsible for ensuring the accuracy of the information related to your transfer of Virtual Currency, including your wallet destination address and any other confidential or non-confidential information requested by us.
- 12.6. 4Step Inc. has the right to reject a withdrawal request, when it has reason to believe that these Terms are violated (including, but not limited to, unauthorised access attempt and AML regulation). Once withdrawal transaction is broadcasted to the Virtual Currency network, 4Step Inc. cannot revoke or cancel this transaction.
- 12.7. 4Step Inc. does not guarantee your ability to complete Withdrawals, and Withdrawals may be delayed or unavailable as a result of 4Step Inc. downtime or as 4Step Inc. may determine in its sole discretion if necessary, to investigate fraud or illegal activity.
- 12.8. Deposits or Withdrawals transactions may be delayed and may not be reflected on your Account or on a Virtual Currency Wallet until such time as the relevant Confirmation Protocol has been carried out.
- 12.9. When you make a Deposit or Withdrawal you agree that you are aware of the risk of transmitting/sending Virtual Currency to the wrong Virtual Currency Wallet which may lead to the irretrievable loss of your Virtual Currency.

13. Trading

- 13.1. Account Holders may use the Services in order to enter into Transactions.
- 13.2. “**Transactions**” shall mean the use of the Services and/or Applications for trading the Instruments, including but not limited to, buying and /or selling the Instrument (a “Trade”).
- 13.3. Transactions can be entered into by Account Holders by giving instructions through the Applications (an “Order”).
- 13.4. By placing an Order, you agree that once an Order is matched with an opposite side Order through the Services such Transaction is irreversible and may not be cancelled.
- 13.5. 4Step Inc. may set minimum and maximum prices, Order quantity and maximum leverage level, and number of Orders for Transactions which can be seen on the Services when placing an Order. Orders for Transactions below or above the set minimum and maximums will not be accepted.
- 13.6. It may become necessary for 4Step Inc. to round up or limit the number of decimals following the separator for Transactions. Where it is necessary to limit decimals, we will round the relevant value to the figure most beneficial to us.
- 13.7. By placing an Order, you agree that you are solely responsible for determining whether any contemplated Transaction is appropriate for you based on your personal goals, financial status and risk willingness and that you have read and understand our [Risk Disclosure](#).
- 13.8. By using the Services for the purposes of placing Orders you agree and acknowledge that:
 - 13.8.1. 4Step Inc. will make its best efforts to match Orders; and

- 13.8.2. without derogating from the generality of the foregoing, 4Step Inc. further reserves the right not to execute Orders for Trade in the following circumstances: (1) Your order violates these Terms or laws, regulations or rules, or is intended to defraud or manipulate the market; (2) abnormal market conditions and/or a significant disruption in trading; (3) Force Majeure Event (as defined in clause 24; (4) abnormal status of the Exchange Platform due to security breaches.
- 13.9. Despite the Order's Quantity and Price, you are able to specify Order Type reflecting the way it will be matched. For detailed description of Order Types you can refer to [Order Types](#).
- 13.10. By placing an Order for a Trade, you agree that once an Order is matched through the Exchange Platform such Transaction is irreversible and may not be cancelled.
- 13.11. Orders for Trades are executed immediately upon the automatic matching by the Exchange Platform of a Buyer's and Seller's Orders without prior notice to the Buyer and/or Seller.
- 13.12. 4Step Inc. does not guarantee your ability to complete an Order for a Trade, and your ability to complete an Order for a Trade may be delayed or unavailable as a result of liquidity of such Instrument, Virtual Currency network issues, system downtime, or as 4Step Inc. may determine in its sole discretion.
- 13.13. If we discover an error on our own that results in you receiving less than the amount of funds to which you are entitled, we will rectify it by crediting your Account for the difference. If we discover an error on our own that results in you receiving more than the amount of funds to which you are entitled, we will rectify it by debiting from your Account the difference and in case there aren't any available funds we will temporarily suspend some functions, until your Account is debt free.
- 13.14. Due to the specifics of the 4Step Inc. contracts trading, matched Orders do not lead to the immediate exchange of Virtual Currencies between the Buyer and the Seller. Any matched Order leads to the respective Open Position, Open Position could be further executed either by yourself setting the closing price or liquidation engine. After closing the position you will receive either profit or loss which will be reflected on your Balance.
- 13.15. 4Step Inc. cannot and does not guarantee the value of the Instrument or the Virtual Currency. You acknowledge and agree that the value of the Instrument or the Virtual Currency is highly volatile and that buying and selling of the Instrument or the Virtual Currency involves a high degree of risk.
14. **Abusive Trading Techniques**
- 14.1. 4Step Inc. reserves the right (unless required by virtue of Applicable Law or any its policies), at our sole discretion, not to permit the abusive trading techniques including, but not limited to:
- 14.1.1 market manipulation (including spoofing, layering);
- 14.1.2 money laundering techniques (e.g. direct trades); or

- 14.1.3 orders and deals without economic substance (e.g. mass placing and cancelling of orders, low conversion between trades and orders). All orders shall be submitted for the purpose of matching.
- 14.2 If 4Step Inc. suspects you might have engaged in any of the above activities or any other activities that, in the opinion of 4Step Inc., constitute market manipulation, money laundering or other demonstration of abusive trading behaviour, we will contact you and discuss your strategy. If we do not feel comfortable with the explanation of the strategy, we will give you a notice of the suspension of the trading operations in the following 24 hours, unless we are required to apply more stringent consequences by virtue of Applicable Law or any of our policies. The account will then be terminated (unless activated upon the resolution of the cause for suspension, in which case you will be able to continue trading) and you will have 72 hours to withdraw your funds from the Applications upon position closing/liquidation.
- 14.3 We have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Services; any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned.

15. Balance/Positions

- 15.1. Your Balance acts as collateral for your Open Positions. The respective portion of your Balance blocked to close your Open Position based on the initial margin and maintenance margin will be determined by the Exchange at its sole discretion and may change without notice. The Open Positions may accrue profits or losses ("**Unrealised P&L**") depending on:
- 15.1.1. the particular specifications of the Instrument;
 - 15.1.2. movements of underlying assets or indices;
 - 15.1.3. leverage level; and
 - 15.1.4. prices within the Exchange Platform.
- 15.2. The Unrealised P&L may affect your Balance and the fraction of Balance available for opening new positions.
- 15.3. When the maintenance margin requirements are not met, 4Step Inc. may liquidate or forcibly close your positions in full or in part at any price 4Step Inc. deems appropriate, including the available market prices, cancel your pending Orders and disallow sending new Orders.
- 15.4. For further details on Balance/Positions, including the **contracts specification, 4Step Inc. indices, funding mechanism, liquidation mechanism, margin guide, order types, insurance fund, auto-deleveraging** and withdrawal schedule please follow respective links at [Contracts Specification](#), [ZUBR Indices](#), [Funding Mechanism](#), [Liquidation Mechanism](#), [Margin Guide](#), [Order Types](#), [Insurance Fund](#), [Auto-Deleverage](#) and [Withdrawal Schedule](#).

- 15.5. Your losses will never exceed the amount deposited and held as the Balance at any given moment of time.
- 15.6. While we welcome feedback on the functioning of the Exchange Platform, you agree that any calculations done by 4Step Inc., including calculations within the Exchange Platform, are final. The calculations may be further amended by 4Step Inc.
- 15.7. In order to minimise the risk of the Unrealised P&L adjustment, 4Step Inc. implements systems that prevent rapid price fluctuations and maintains the Insurance Fund (as defined in the [Insurance Fund Description](#) where the balance of the Insurance Fund may also be published). 4Step Inc. may adjust the Insurance Fund at its own discretion.
- 15.8. In the rare event that a Transaction may be performed at the incorrect price through an unexpected technical fault, delays due to Internet connection or occasions where a position is opened or closed, based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in an inaccurate profit or inaccurate loss, 4Step Inc. reserves the right, but not the obligation, to take any measures, at its discretion, to remedy and rectify any inaccuracies. Remedies include correcting the price for opening and closing of the position according to the correct market rates at the time of the Transaction. 4Step Inc. will make best efforts to contact and inform you of such actions.

16. Account Suspension/Termination

- 16.1. We reserve the right to suspend or terminate your Account if we have reason to believe or suspect that you are in breach of these Terms or other legal obligation (including fraudulent activity) without prior notice or liability. We also reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.
- 16.2. If we suspend or terminate your Account, we will notify you by sending an email to the email address registered to your Account.
- 16.3. Further, should your Account be suspended or terminated you will not be able to login to the Application(s) and/or deposit/withdraw Virtual Currencies and/or conduct trading operations.
- 16.4. You understand and agree that you may not be able to access any Virtual Currency in your Account if your Account is suspended. In case the cause of the suspension is resolved by us, we shall restore your Account and restore your access to your Account. We shall not be liable to you for any loss you may incur as a result of your account being suspended.
- 16.5. We further reserve the right, at our sole discretion, to refuse or cancel any of our Services and/or access to the Applications, and/or reject Withdrawals to any person for legitimate reasons, including, without limitation:
 - 16.5.1. if we have reason to believe that your activities or use of the Services may be illegal;
 - 16.5.2. if we have reason to believe that someone had attempted to get unauthorized access to your Account;

- 16.5.3. if we may be harmed by any fiscal or pecuniary damage due to your activities on or through the Services; or
 - 16.5.4. if we consider that you have used the Services in a manner which contravenes any of these Terms.
- 16.6. 4Step Inc. also has the right to suspend the Account, if you do not undertake any Transaction for three hundred and sixty-five (365) consecutive calendar days.

17. Account Closing

- 17.1. Your Account will be closed either following a request by you by providing a minimum of 14 (fourteen) calendar days' notice in writing via email from your email address used at the registration stage or closure by 4Step Inc. due to any other reasons as may arise in accordance with these Terms and/or Applicable Law.
- 17.2. You accept that after your Account has been closed, we will store Personal Data about you and your Account for a period of five years.
- 17.3. Immediately prior to closing the Account, any pending Orders and withdrawal requests will be cancelled and any Open Positions will be forcibly liquidated.
- 17.4. If your Account holds a Balance at the time of its closure, these remaining funds should be withdrawn within a reasonable period of time ("**Withdrawal Period**") which, in any event, should not exceed 90 (ninety) calendar days or any other period as specified by 4Step Inc., during which your Account will be accessible for the purpose of withdrawing the remaining Balance only. You will remain liable for any obligations related to your Account even after it is closed.
- 17.5. Unless otherwise expressly provided herein, 4Step Inc. may close your Account upon expiration of 180 (one hundred and eighty) calendar days following suspension of your Account in accordance with clause 16.6.
- 17.6. 4Step Inc. may write off unclaimed Balances after the expiration of the Withdrawal Period after the account closure, unless 4Step Inc. is required to apply another withdrawal period by virtue of any Applicable Laws.

18. Termination of services

- 18.1. 4Step Inc. may, in its sole discretion, terminate these Terms at any time, by giving you 14 (fourteen) calendar days' notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms of Service prior to such termination.
- 18.2. Without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:
 - 18.2.1. the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

- 18.2.2. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms of Service set out herein;
 - 18.2.3. the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or
 - 18.2.4. the result of laws, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms of Service.
- 18.3. Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:
- 18.3.1. we are unable to verify your information in the manner set out in these Terms;
 - 18.3.2. you die;
 - 18.3.3. we have reason to believe that your use of the Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the Services or the Exchange Platform;
 - 18.3.4. there is a significant fluctuation (either positive or negative) in the aggregate number of transactions you enter into via the Exchange;
 - 18.3.5. you have acted or omitted to act in any way which we reasonably determine to diminish 4Step Inc.'s business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
 - 18.3.6. we are unable to provide the Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Services to you.
- 18.4. If you have breached the terms of these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may: suspend your use of the Services (in whole or in part) in which case we will not treat any Order for a Trade or transaction that you may wish to make as being received by us; report any Trade or transaction or any other relevant information about you and your use of the Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.
- 18.5. Termination of these Terms requires the closing of your Account. We will deal with your remaining balance in accordance with these Terms as is set out in clause 17 (Account Closing).
- 18.6. Any terms which by their nature should survive, will survive the termination of these Terms.

19. Fees

- 19.1. Using the Exchange Platform may result in the fees being deducted from your Balance. All fees are collected in Virtual Currency specified by the Exchange Platform. Please see the www.zubr.io/fees for the details of the fees collected, including their applicability and amounts charged.

20. Notices and communications

- 20.1. 4Step Inc. treats any email you provide in your Account as a primary means of communication with you. It is your duty to protect the access to this email account. You agree that 4Step Inc. is not liable for any damage or losses that result from any unauthorised use or any loss of control of the email account.
- 20.2. It is your responsibility to ensure that you log onto the Website and your primary email address regularly and open and review communications that we deliver to you through those means. You are obligated to review your notices and transactions, and to promptly report any questions, apparent errors, or unauthorised use of your Account. Failure to contact us in a timely manner may result in loss of funds or important rights.

21. Indemnity

- 21.1. To the fullest extent permitted by Applicable Law, you will indemnify, defend and hold harmless 4Step Inc. and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**4Step Inc. Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
- 21.1.1. your use of the Services and/or the Applications under these Terms;
 - 21.1.2. the performance or non-performance of your responsibilities or obligations under these Terms;
 - 21.1.3. your breach of any of the terms of service set out in these Terms; or
 - 21.1.4. your breach of any rights of any other person or entity.
- 21.2. 4Step Inc. reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this clause.
- 21.3. The indemnity set out in this clause is in addition to, and not in lieu of, any other remedies that may be available to 4Step Inc. under Applicable Law.

22. Disclaimers

- 22.1. The Services are provided on an “as is” and “as available” basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by Applicable Law, 4Step Inc. specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

- 22.2. 4Step Inc. does not guarantee any particular uptime or availability of the Website, Services or any part of the Exchange Platform or that any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. 4Step Inc. explicitly excludes without limitation any direct or implied warranties, including any warranty of merchantability or fitness for a particular purpose, for the Website and any and all of its components, and Exchange Platform and any and all of its components.

23. Limitation of Liability

- 23.1. To the extent permitted by Applicable Law, 4Step Inc. is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of any Virtual Currency, goodwill, or reputation, profits, business opportunity, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from the use of our Services, howsoever arising, including but not limited to:
- 23.1.1. your inability to use the Services for whatever reason;
 - 23.1.2. delays or disruptions in the Services;
 - 23.1.3. viruses or other malicious software obtained by accessing the Website or any associated site or service;
 - 23.1.4. glitches, bugs, errors, or inaccuracies of any kind in the services;
 - 23.1.5. actions or inactions of third parties;
 - 23.1.6. a suspension or other action taken with respect to your account; or
 - 23.1.7. illegal actions and operations of third persons.
- 23.2. For the avoidance of doubt, we use industry standard techniques to protect our Website and Exchange Platform and keep them free from viruses and attacks but cannot guarantee that either 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 Website or Services or to your downloading of any content on it, or on any website linked to it.
- 23.3. We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from 4Step Inc., you should login to your Account through the Applications and the secure site which shall always contain the prefix https, not by clicking links contained in emails.
- 23.4. The aggregate liability of 4Step Inc. and the 4Step Inc. Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these Terms or the use of or inability to use the Services, shall not exceed the total amount paid by you for the particular services that are subject of the case of action.

24. Force Majeure

Neither 4Step Inc. nor its officers, authorised representatives or associated entities or persons, is liable for delay or failure in meeting their respective obligations including any withdrawal requests due to any cause outside of its reasonable control, including: any action or inaction by you or any third party; acts of God; war; riots; government intervention; natural disasters; any market movements, volatility or crash; any technological failure, including the failure within the virtual currency ecosystem; any infrastructure failure, including computer, server or network failures beyond our reasonable control; security breaches, acts or omissions of third parties; and any other events that cannot reasonably be foreseen or provided against (“**Force Majeure Events**”).

25. Taxation

- 25.1. You are solely responsible for determining whether any action or Transaction contemplated by these Terms or related to the Services will give rise to any tax implications on your part.
- 25.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any/or all other taxes to which you may become liable to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax howsoever arising. 4Step Inc. shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from any action or transaction contemplated by these Terms or related to the Services.

26. Financial or legal advice

4Step Inc. does not provide any financial, investment or legal advice in connection with the Services. 4Step Inc. may provide information on the price, range, volatility of Virtual Currency and events that have affected the price of Virtual Currency, but it should not be considered as investment or financial advice and should not be construed as such. Any decision to buy and sell Virtual Currency is an Account Holder’s decision and 4Step Inc. will not be liable for any loss suffered.

27. Dispute resolution by arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH 4STEP INC. AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- 27.1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and 4Step Inc. (i) waive your and 4Step Inc.’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and 4Step Inc.’s respective rights to a jury trial. Instead, you and 4Step Inc. will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding

determination to resolve it instead of having the Dispute decided by a judge or jury in court).

- 27.2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and 4Step Inc. and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 27.3. Arbitration Rules. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (“LCIA Rules”), which are available at [LCIA Arbitration Rules \(2014\)](#) and are deemed to be incorporated by reference in this clause 15.3. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason.
- 27.4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to 4Step Inc. shall be sent by email to 4Step Inc. at support@zubr.io. Notice to you shall be sent to your email address provided to us at the time of your register or in any other moment. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and 4Step Inc. cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either you or 4Step Inc. may, as appropriate and in accordance with this clause 27, commence an arbitration proceeding or, to the extent specifically provided for in this clause 27, file a claim in court.
- 27.5. Process. The seat, or legal place, of arbitration shall be Saint Vincent and Grenadines. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitration proceedings shall be English. The governing law of these Terms shall be the substantive law of Saint Vincent and Grenadines and the Saint Vincent and Grenadines court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- 27.6. Authority of Arbitrator. These Terms, the applicable LCIA Rules and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute may be subject to arbitration, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

27.7. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 27 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 27 will remain valid and enforceable. Further, the waivers set forth in clause 27 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by Applicable Law.

28. Miscellaneous

28.1. If any provision of these Terms is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability; all other provisions hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

28.2. Any failure or delay in enforcing any part of the Terms by 4Step Inc. does not in any way diminish your responsibility to comply with these Terms and shall not be construed as any kind of waiver to any extent.

28.3. You may not transfer or assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your Account without our prior written consent. 4Step Inc. reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

28.4. We may amend these Terms from time to time, including where there are changes to the functionality of the Services or as may be otherwise required by any laws or regulatory requirements to which we are subject. The changes will become effective and shall be deemed accepted by the Account Holder, the first time the Account Holder uses the Services after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that an Account Holder does not agree with any such modifications, the Account Holder sole and exclusive remedy is to terminate the use of the Services and close the Account.

28.5. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms, as modified by such amendments, changes, or updates.

28.6. These Terms constitute the entire agreement between the Parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

28.7. You acknowledge that by accepting these Terms, you have not relied upon any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of 4Step Inc. in relation to the subject matter of these Terms at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

28.8. Nothing in these Terms shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and 4Step Inc. and/or other individuals or entities involved with the development and deployment of the Services.

29. Governing Law; Dispute Resolution

29.1. Subject to clause 27, these Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed and construed in accordance with the laws of Saint Vincent and Grenadines.

29.2. The parties agree to irrevocably submit to the exclusive jurisdiction of the courts of Saint Vincent and Grenadines.

29.3. You and 4Step Inc. agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one Account Holder cannot and may not affect any other Account Holders.

Annex 1

List of Prohibited Jurisdictions

The jurisdictions listed below (“**Prohibited Jurisdictions**”) are regarded by 4Step Inc. as high-risk jurisdictions, or jurisdictions with weak measures to combat money laundering and terrorist financing (AML/CFT), or jurisdictions that have strategic AML/CFT deficiencies according to the AML/CFT international regulations, or jurisdictions that 4Step Inc. cannot serve due to any reason whatsoever.

The list of Prohibited Jurisdictions is subject to change by 4Step Inc. at any time.

Afghanistan
Algeria
Angola
Bosnia and Herzegovina
Ethiopia
Guyana
Iran, Islamic Republic of
Iraq
Lao People’s Democratic Republic
Libya
Myanmar
North Korea
Panama
Papua New Guinea
Serbia
Somalia
South Sudan
Sri Lanka
Sudan
Syrian Arab Republic
Trinidad and Tobago
Tunisia
Uganda
United States of America
Vanuatu
Yemen