Crypto Terms

Preamble.

This document sets out the terms and conditions, and other important information, that apply to our Crypto Asset services in relation to your Crypto Account offered by Trading 212 Markets Ltd.

Please read these Crypto Terms carefully before opening a Crypto Account with us. By opening a Crypto Account with us, you agree to be legally bound by these Crypto Terms.

You can accept these Crypto Terms on our Website by ticking the declaration that you have read, understood and agreed to the Crypto Terms. If you refuse to accept them, you will not be able to open a Crypto Account with us. The Crypto Terms shall come into effect on the date you accept it through our Website.

The Agreement between you and us includes these Crypto Terms, Order Execution Policy, Custody Policy, Disclosure Notice, Privacy Policy, Cookies Policy, List of Cookies, Terms and Fees, and all schedules, ancillary documents referred to therein, any amendments thereto and any additional terms and conditions issued by us from time to time (together referred to as the "**Agreement**").

Definitions and interpretations are listed in Clause 25 at the end of these Crypto Terms. References to clauses herein shall be limited to clauses of this Agreement, unless explicitly stated otherwise. Headings, capitalised letters and highlighted or bolded words and phrases are included for convenience only and shall not affect the interpretation of this Agreement.

Any words and phrases following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Risks of Crypto Assets.

Crypto Assets are high-risk investments and carry significant risks that you must fully understand before using our Crypto services. Unlike traditional money, Crypto Assets are digital in nature and may be vulnerable to hacking, cyberattacks, or technical issues, which could result in loss or delays in accessing your assets. The value of Crypto Assets is also highly volatile which means it can change rapidly and unpredictably. For a more detailed overview on the applicable risks, please refer to our Disclosure Notice available on our Website.

You should only use our Crypto Asset services if you have sufficient knowledge or experience with volatile markets, can afford to lose the funds you invest, and fully understand the risks involved. If you are unsure, we strongly recommend seeking independent financial advice.

1. Introduction.

1.1. Any reference in these Crypto Terms to "**Trading 212**", "**we**", "**us**", and "**our**" as appropriate shall mean Trading 212 Markets Ltd. Any reference to "**you**" and "**your**" shall mean you as a client under these Crypto Terms.

1.2. Trading 212 is authorised and regulated by the Cyprus Securities and Exchange Commission ('**CySEC**'). Our CySEC licence number is 398/21, information on our regulatory permissions can be accessed on CySEC's website: https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/89835/. Our address is Agias Fylaxeos str. 1, 2nd floor, Office 1, 3025, Limassol, Cyprus and we are registered in Cyprus with company number HE 409763. We trade using the name "**Trading 212**".

1.3. CySEC's registered address is 19 Diagorou Str. CY-1097 Nicosia. References to CySEC shall include any successor, governing or regulatory body that may replace, supersede or take over any of the functions of the CySEC.

2. Client Acceptance.

2.1. We are required under Applicable Law to perform KYC Process, in order to identify and verify our customers. We have undertaken a risk-based approach to this process, which may require obtaining, including, but not limited to, documentary proof of your name, date of birth and address. You agree that we may use online electronic verification tools that will request among other things further details, documents, photo and video evidence from yourself. Where applicable and in accordance with Applicable Law, we may, at our discretion, rely on the KYC Process already conducted on you by another Trading 212 Group entity. . We remain responsible for accepting you as our client in respect of the Crypto Services. If you cannot satisfactorily prove your identity or if you refuse to provide such evidence, you may not be able to open a Crypto Account with us or may have to close your existing Crypto Account.

2.2. We may also ask you to provide additional personal information to ensure that you meet the tax and other regulatory requirements of other jurisdictions that you may choose to invest in.

2.3. We will not accept you as a Client, and we shall not commence providing our Crypto Services to you, until:

a. we have successfully completed the KYC Process; and
b. we have successfully completed the Target Market Assessment.

Only after we have completed our client acceptance process and you have received a confirmation from us, shall we be able to offer you our Crypto Services. Prior to that moment, you shall be considered by us as a Prospect Client and you may have access to certain parts of the Trading Platform for evaluation purposes. During such times you shall be bound by the terms of this Agreement.

3. Client Categorisation.

3.1. Unless expressly notified to the contrary in writing, we shall treat you as a Retail Client and you shall be afforded with the highest level of regulatory protection.

3.2. Accordingly, as a Retail Client, you shall be entitled to the following non-exhaustive list of regulatory protection rights:

a. to receive information with respect to the provided Crypto Services;
b. to receive the best possible result on your Orders as stipulated in our Order Execution Policy;
c. to receive all the required regulatory information with regards to the execution of your Orders; and
d. be warned promptly when we become aware of any material difficulties with regard to the proper execution of your Orders.

4. Crypto Services.

4.1. We will provide our Crypto Services on an "execution-only" basis, meaning all investment decisions are taken solely by you, and therefore you and you alone determine your investment strategy and choices, are responsible for all Orders, and are responsible for regularly monitoring your Investments and Crypto Account. We shall never advise you on your Investments, your transactions, or your crypto trading decisions. We will not offer you any advice or recommendations regarding our Crypto Services, and no information provided by us should be interpreted as such.

4.2. Our Crypto Services are limited to you buying, holding and selling Crypto Assets on the Trading Platform, with Trading 212 acting on your behalf and following your instructions. Any other form of incoming or outgoing transfers of Crypto Assets is not a service currently provided by Trading 212. You acknowledge and agree that Crypto Assets held in your Crypto Account are not transferable to external wallets, nor transferable peer-to-peer within the Platform. If you close your Crypto Account, you instruct us to liquidate any Crypto Assets held in your Crypto Account to fiat currency.

4.3. You should obtain your own professional advice as to whether the intended crypto Investments are appropriate for you. We may provide you with factual information in relation to our products, their potential risks, or about the financial markets in general, which is not based on an assessment of your individual circumstances.

4.4. The Crypto Assets available through our Crypto Services are displayed on the Trading 212 platform. We may from time to time determine types of Crypto Assets that will be supported or cease to be supported by us. We will inform you if we start offering any other Crypto Assets. We will aim, where practically possible, to inform you with 30 days' notice, if we stop offering a Crypto Asset, unless we are legally required to cease such support sooner than 30 days or we are otherwise precluded from facilitating services in the relevant Crypto Asset.

4.5. Using our Crypto Services entails a high level of investment risk. Orders you place for Transactions are at your own risk and expense. Before investing in Crypto Assets, you should therefore consider whether trading or holding Crypto Assets is suitable for you, in light of your financial circumstances, and you should ensure that you fully understand the risks before using our Crypto Services.

4.6. Unless specifically communicated by us, we do not support staking, liquidity mining, DeFi lending or borrowing, airdrops, metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a cryptoasset (collectively "**Advanced Protocols**") with respect to our Crypto Services. You shall not use your Crypto Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Our Crypto Services are not configured to detect, process, and/or secure Advanced Protocol transactions and neither you nor us will be able to retrieve any unsupported Advanced Protocol. We shall have no liability, obligation, or responsibility whatsoever in respect to Advanced Protocols.

4.7. By using our Crypto Services, including our Website and Trading Platform, you acknowledge and agree that:

a. it is prohibited to use, store, reproduce, display, modify, sell, publish and distribute content and information related to the Crypto Services without our prior written permission; and
b. you shall not use the Crypto Services for any unlawful or unauthorized purpose.

4.8. We are not responsible for the provision of any tax or legal advice in relation to the Crypto Services. You are solely responsible for any and all tax obligations applying to you as a taxpayer, including reporting and paying all applicable taxes, duties or other fiscal liabilities in relation to the Crypto Services.

4.9. Joint accounts are not allowed, and you acknowledge that you are not allowed to have more than one Crypto Account in your name. If you are in breach of this rule, we may terminate all of your agreements with us.

4.10. If you have multiple accounts with us, open in different currencies (e.g. Crypto Account in EUR and Invest Account in USD), we reserve the right to impose a currency conversion charge for every inter-account currency conversion, in accordance with our Terms & Fees.

4.11. Our Multi-Currency Account functionality allows you to hold cash in multiple currencies. During the opening of your Crypto Account, you select a Primary Currency. The currencies available to be set as Primary Currency will be visible on the Website and differ based on your country of residency. The Primary Currency is used for calculating and displaying your Crypto Account balance and Statements. Once confirmed, your Crypto Account's Primary Currency cannot be changed. You can hold cash balances across multiple Non-Primary Currencies, as specified on our Website. We can add new currencies with immediate effect and no prior notice. If we terminate the support for a currency, we will give you at least thirty (30) days' prior notice. When converting between currencies, the applicable FX fee will be applied, as per our Terms & Fees page on our Website. The applicable FX exchange rate will be the live interbank exchange rate.

4.12. To ensure we act within the scope of our regulatory permissions, please note that we are not a currency trading platform and you should not use the Multi-Currency Account functionality for this purpose without actively engaging in trading activities through your Crypto Account with us. For Crypto Accounts that are not actively trading, we reserve the right, at our sole discretion, to restrict your use of Multi-Currency Accounts.

4.13. The Crypto Services are provided by Trading 212 Markets Ltd. Other accounts you hold with the Trading 212 Group may be provided by separate entities, each under its own regulatory authorisation, and the regulatory protections applicable to each such account may differ from those applicable to your Crypto Account.

5. Your Rights and Obligations.

5.1. You acknowledge that you are not permitted to open and/or operate a Crypto Account with us on a third party's behalf, regardless of your legal relations. You are expressly prohibited from making use of our Crypto Services for Algorithmic Trading purposes or for providing any commercial services, such as agent, brokerage and/or asset management services, regardless of the fact that such services may be legally authorised. We reserve the right to unilaterally close any such Crypto Account that we become aware of, and we shall not be liable for any losses, damages, costs, or expenses arising from our actions under this clause.

5.2. You shall provide us with such information as we require to comply with Applicable Laws including, but not limited to, applicable anti-money laundering rules and regulations. You warrant that any information provided to us by you is complete, accurate and not misleading in any respect. We reserve the right to reject applications from high-risk jurisdictions in accordance with our ongoing legal and regulatory responsibilities.

5.3. You warrant on a continuous basis that by entering into this Agreement and any Transactions under it, you will not violate any applicable regulations.

5.4. You accept full responsibility for monitoring your Crypto Account. You agree to notify us immediately if you become aware of:

a. the loss, theft or unauthorised use of your username or password or account number;
b. the failure by you to receive a message or partial message from us indicating that an Order was received, rejected and/or executed; or
c. any inaccurate information in your Crypto Account(s) balances, statements, contract notes, records or assets or money held or transaction history.

5.5. You must ensure that your password remains confidential at all times, and you must take all responsible steps to:

a. stop any other person using your password;
b. not disclose your password to any other person, including any of our employees;
c. not use your account number in full or in part as your password;
d. ensure you are not overheard when contacting us by telephone; and
e. not leave your mobile phone or other devices unattended whilst you are logged on to the Trading platform.

5.6. If you do not comply with the obligations in this Clause 5, this may affect the way we can provide our Crypto Services to you, and we may:

a. refuse to open a Crypto Account for you;
b. refuse to deal for you;
c. refuse to make payments to and from your Crypto Account;
d. close your Crypto Account; and/or
e. take any other responsible step necessary to comply with regulatory requirements.

6. Our Rights and Obligations.

6.1. We are required to assess and define a target market for the Crypto Assets distributed or sold to you. In our role as distributor, we will assess crypto investments periodically, and we will share information on investments so that we can take any appropriate steps to improve outcomes for you as our client.

6.2. We may take any action that we, in our reasonable discretion, consider desirable to ensure compliance with applicable laws and regulations. We shall not be liable for losses, damages or delays arising from our compliance with any statutory or regulatory requirements.

6.3. We shall not accept an Instruction to Deal when:

a. you do not have enough money in your Crypto Account to execute the Transaction; and/or
b. there are events described as "Force Majeure" pursuant to Clause 19 of the Agreement.

6.4. We shall provide a Statement and a Confirmation of your Transactions, as well as a Crypto Account balance and a record of all Transactions for your Crypto Account, via the Trading Platform. In the absence of manifest error, the Statement and Confirmation shall be binding on you. You shall check the electronic Statements received from us and notify us promptly of any discrepancy.

6.5. We shall open a Crypto Account in your name in the selected available currency. You shall be able to use your Crypto Account to trade once you deposit at least the amount specified in the Terms & Fees page into your Crypto Account and the Crypto Account has been confirmed as verified.

6.6. We shall have the right to introduce new Crypto Assets for trading at the Trading Platform and to suspend and/ or remove from the Trading Platform any Crypto Assets at our sole discretion.

6.7. We reserve the right to immediately place a Sell-only Limitation on your Crypto Account, upon notice, in the following cases:

a. Where we have a suspicion of unlawful activity;
b. Where we have suspicions of restricted or abusive trading activity;
c. In the event we exercise our rights for termination of the Agreement without prior notice under the applicable provisions herein;
d. To comply with any regulatory obligations, including where you have not provided legally required information;
e. If you have not logged in to your Crypto Account for a period of twelve (12) consecutive months, we reserve the right to request a verification of your personal details as provided in Clause 2.1. In such case, we may impose a Sell-only Limitation until satisfied that your KYC details are up-to-date; or
f. We have reasonable grounds to believe that allowing you to continue trading will be detrimental to us, you as a client, other clients of us and/or financial markets.

6.8. We reserve the right to place a Sell-only Limitation with fourteen (14) calendar days prior notice in the following cases, which may include but are not limited to:

a. When we have issued you with a notice informing you of our intention to end our business relationship with you / close your Crypto Account; and/or
b. Where you have not provided your express consent whenever we have requested such, including in the event that we need to obtain express consent in order to introduce new features or services on the Trading Platform or amend existing ones.

6.9. In line with article 11(a) of the Law on Distance Marketing of Financial Services to Consumers of 2004 (242(I)/2004) or any similar laws as may be applicable to you, due to the nature of the Crypto Services that are provided by us under this Agreement which depend on fluctuations in the financial market outside our control, you do not have the right of withdrawal from the Agreement without incurring all applicable costs, charges and deductions based on the results of your transactions.

7. Placing an Order.

7.1. You shall place Orders via the Trading Platform, after logging in with your username and password.

7.2. We will treat each Order you place for the Crypto Services as an offer to purchase services subject to this Agreement. We may, in our reasonable discretion, refuse to accept any Order or instruction from you or we may accept your Order subject to certain conditions or we may, acting reasonably, refuse to proceed with an Order that we have accepted (including but not limited to situations where we are unable to execute your Order due to restrictions with our executing brokers or other third parties, trading venues or due to unusual market conditions). If we do this, we will make all reasonable efforts to facilitate sales and notify you in writing unless we are prevented from doing so by law.

7.3. You cannot cancel or reverse any Order to buy or sell Crypto Assets. Once you have instructed us to buy or sell cryptoassets on your behalf by submitting an Order, we shall not be able to cancel or reverse your Order unless we refuse it as per Clause 7.2 above.

7.4. Trading 212 may temporarily or permanently, at any time and at its sole reasonable discretion, place restrictions and other limits on the minimum and/or maximum size of any Order or Position in any Crypto Asset Order. Such limits will be imposed as a result of considerations including but not limited to market conditions and/or an assessment of Trading

212's risk and/or compliance departments. In such an event, we will exercise our best efforts to inform you as timely as possible by email or through our Trading Platform. Nevertheless, it is your responsibility to monitor your Crypto Account and be informed about the current size limits imposed on Orders that you may want to execute.

7.5. Trading 212 will be responsible for receiving your Order (buy or sell) and then transmitting that Order, on behalf of you, to our Partner Prime Broker for execution. For more details in relation to the execution of your Orders please refer to our Order Execution Policy.

7.6. Orders may be executed after acceptance by us. In some situations, we may provide a partial fill of an Order as an alternative to outright rejection. If an Order can only be executed partially due to various reasons or applicable limits, we are authorised but not obliged to execute that part of the Transaction.

7.7. By placing an Order for the purchase of Crypto Assets, you agree that you will have sufficient funds in your Account on the date when you are required to make the payment to settle the Deal. When you place an Order, we shall exercise our best efforts to calculate the maximum amount of Available Funds that you can spend on this Order and add a reasonable percentage above the current market price to cover market price changes ("**Total Order Blocked Funds**"). The Total Order Blocked Funds will be blocked and will not form part of Available Funds. Upon execution of the relevant Order any residual funds of the Total Order Blocked Funds will be returned to your Available Funds. We shall not accept an Order even if there are not sufficient funds at the point of placing, and it is your sole responsibility to make sure that you have sufficient Available Funds in your Crypto Account to cover the Total Order Blocked Funds.

7.8. You acknowledge and accept that:

a. we do not guarantee a fixed price for execution;
b. for each Transaction, you shall receive a quote from the Trading Platform. The quote shall only be valid until replaced by a new one, which shall happen automatically on the Trading Platform;
c. all quotes displayed on our Trading Platform are only indicative; and
d. due to price movement, the actual execution price may differ.

7.9. You can place an Order as long as the value of the Order does not exceed 95% of the

Available Cash in your Crypto Account. Regardless of this, you can still end up with a negative balance on your Crypto Account in cases of sudden market volatility, where the price would drastically change between the time of giving the order and its execution. This is commonly referred to as 'Order slippage'. Should such a change occur, and your obligation to settle exceeds your Available Cash, you will remain liable to settle the Deal in full. If a Deal results in a negative balance on your Crypto Account, you instruct us to attempt to sell the part of your Position that results in a negative balance to prevent a negative balance on your Crypto Account - we will do this on a best-effort basis. When making use of our Multi-Currency Account, you agree that we have the right to convert funds you hold in your Primary Currency and/or Non-Primary Currency to cover a negative balance in any other currency.

7.10. You are not permitted to Short Sell. This means that you cannot give us an Instruction to sell a Crypto Asset that you do not own at the time of the sale and that is not held on your Crypto Account whether settled or unsettled at the time of sale.

7.11. Trading 212 reserves the right to temporarily, at any time and at its sole discretion, suspend or place restrictions on the ability to place any Orders due to maintenance downtime of our Partner Prime Broker. During such periods, you will not be able to place any Orders. We will make reasonable efforts to provide advance notice to you regarding the suspension period; however, this may not always be possible. Nevertheless, it is your responsibility to monitor your Crypto Account and be informed about any such downtime periods.

7.12. Multi-Currency Accounts allow you to select the currency of your Order before placing it. This can either be the currency the Crypto Asset is denominated in on the Website or your Primary Currency. You will not be able to place an Order in more than one currency. You are responsible for ensuring you hold sufficient Available Cash in the currency you selected for your Order. If you do not hold sufficient Available Cash in the currency of your Order, your Order may not be executed or may be executed partially.

8. Deposits and Withdrawals.

8.1. You have the right to deposit and withdraw money from your Crypto Account via the methods and in the supported currencies specified on our Website. We have the right to restrict the available methods at any point in time or request that you provide additional information, as required. Please note that depending on the method, there might be specific conditions for the deposit to take place. You are obligated to log in to your Crypto Account using your username and password before issuing a Payment Instruction. Please note that for any deposits and/or withdrawals, you are obliged to use only a bank account, card or another type of account belonging to you.

8.2. You can only make deposits/withdrawals to and from accounts in your own name. Deposits/withdrawals from/to third parties are not permitted and will not be processed. By agreeing to make a deposit, you confirm you are depositing your own funds for your own trading with us.

8.3. You cannot transfer any Crypto Asset you hold with any other platform on your Crypto Account. Similarly, you cannot transfer out any Crypto Assets you hold with us in your Crypto Account to any other trading platform or account.

8.4. Submitting a withdrawal request can be done by logging into your Crypto Account on the Website. Please note that subject to the conditions of this Agreement and Applicable Laws, your withdrawal request will be processed on the same day it has been received, unless the withdrawal request is received outside working hours, then it will be processed on the following working day accordingly subject to the Applicable Laws. You shall have the right to withdraw money from your Crypto Account up to the amount of the Available Funds.

8.5. Regardless of anything else mentioned in these Crypto Terms, you acknowledge that by default, the withdrawal of any amount of the Available Funds will be executed via the same method, in the Primary Currency and to the same source as the one we originally received the funds from. There are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for a deposit, but those are subject to approval by us. You will be required to provide us with all evidence requested by us that the new payment method is in your name.

8.6. You might not be able to withdraw the proceeds from the sale of Crypto Assets from your Crypto Account unless and until the sale has settled on the settlement date. Notwithstanding the latter, we may, at our absolute discretion in limited circumstances, after receipt of a request from you, allow withdrawal of limited amounts. Proceeds from the sale of Crypto Assets held in your Crypto Account can be used before the settlement date for the purposes of buying more Crypto Assets.

8.7. You consent that whenever you instruct a withdrawal, Trading 212 will use a specific payment intermediary or bank to process your withdrawal as per your Payment Instruction.

The payment intermediary or bank may hold the withdrawal amount while the payment transaction is being processed, which means that the withdrawal amount will no longer be considered Client Money.

8.8. We may request additional information and/or documentation to verify the legitimacy of any Payment Instruction request. We may delay or refuse to process a Payment Instruction where we have reasonable grounds relating but not limited to:

a. the authenticity of the instruction provided;
b. the suspected unauthorised or fraudulent use of your Crypto Account;
c. the validity of the nominated bank account supplied; or
d. legal or regulatory requirements.

You hereby agree that under such circumstances, there may be a delay in the processing of your Payment Instruction.

8.9. You hereby undertake to inform us every time a card used by you to make deposits to your Crypto Account has been blocked, deactivated or otherwise suspended. Save for cases where a card has expired, we shall not be liable if we should satisfy your withdrawal request by way of paying money back to a card that has been blocked, deactivated or otherwise suspended without your prior notification thereof.

8.10. If you decide to withdraw funds that were initially deposited with a payment card, by submitting a chargeback with your issuing bank or otherwise, then you expressly agree that we shall have the right to set off the respective amounts from your Available Cash in relation to any funds that are successfully reversed during the chargeback process.

9. Client money.

9.1. Any money, regardless of its currency, held on your behalf by us will be protected in accordance with the Applicable Laws and held in a segregated bank account alongside the money of our other clients.

9.2. All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third-party bank with whom your money is placed. We will not be responsible for any acts, omission or defaults of the third-party bank.

9.3. We will deal with any funds that we hold on your Crypto Account in accordance with the relevant provisions of safeguarding clients' money that are provided by Applicable Law. All amounts you have handed over to us or which we hold on your behalf for the provision of our Crypto Services shall be held either in your name and/or in our name on your behalf in a client bank account. This means that your funds will be segregated from our own money and we cannot use them in the course of our business.

9.4. Where you transfer funds from your Crypto Account to another T212 account (held with us or another Trading 212 Group entity), those funds will, upon transfer, cease to be protected under the regime applicable to your Crypto Account and will instead be subject to the regulatory regime set out in the terms governing that other account. Please refer to the relevant legal documents on our website for further details.

9.5. As your funds will be segregated from our own money, in the event of our failure (for example, due to insolvency), any money held in a client money account by third parties, will not be available to our creditors. However, in the event of failure (for example, due to the insolvency) of a third party (i.e. the bank institution which holds the client money), as your client money will be held with other customers' money in a pooled client money account, in the event that the third party holding the money defaults and there is a shortfall, you agree to share proportionately in that shortfall with other customers or creditors of the third party where your client money is deposited.

9.6. We aim to hold your money only in regulated financial institutions which follow Client Money rules similar to ours and which are supervised by regulatory authorities of equivalent status to ours. In the unlikely event that we may hold Client Money outside of EU, the legal and regulatory regime applying to any such financial institution will be different from that of EU and in the event of the insolvency or any other analogous proceedings in relation to that financial institution, your money may be treated differently from the treatment which would apply if the money was held with a financial institution in the EU.

9.7. Your money will cease to be Client Money when it is paid to you or to one of your duly authorised representatives, or paid to a third party on your instructions, or paid to us when money is due and payable to us.

9.8. We will take all the necessary steps to ensure that the clients' funds are safeguarded. Specifically, we will:

a. maintain records and accounts enabling us at any time and without delay to distinguish funds held for one client from funds held for any other client and from our own funds;
b. maintain records and accounts in a way that ensures their accuracy and in particular their correspondence to the funds held for our clients and that they may be used as an audit trail;
c. introduce adequate organisational arrangements to minimise the risk of the loss or diminution of client funds, or of rights in connection with those funds, as a result of misuse of funds, fraud, poor administration, inadequate record-keeping or negligence;
d. introduce arrangements to ensure that clients' funds are safeguarded in the case of insolvency;
e. appoint a single officer of sufficient skill and authority with specific responsibility for the safeguarding of client funds.

9.9. When making use of our Multi-Currency Account functionality, your funds may be held in different client bank accounts. Nevertheless, at all times, they shall constitute Client Money and shall be subject to the Applicable Laws.

10. Client assets.

10.1. You instruct us to hold any Crypto Assets bought on your behalf until we receive further instructions from you to sell it, subject to the conditions specified in Clause 7. We will hold any Crypto Assets on your behalf in accordance with the Applicable Law. For more information on how we hold your Crypto Assets please refer to the Custody Policy.

10.2. We may, subject to the Applicable Laws, appoint any other third party to hold your Crypto Assets. We will exercise reasonable skill and care in the selection, appointment and periodic review of such third parties, but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with the Applicable Laws.

10.3. Our appointed sub-custodian will be responsible for the safekeeping of your Crypto Assets, including maintaining the security of wallets and private keys. We do not assume liability for losses arising from the custodian's breach, insolvency, or other failure, except as required by the Applicable Law.

10.4. You will not have direct access to the wallets in which your Crypto Assets are stored. All transactions involving your Crypto Assets must be initiated and authorized through our Trading Platform.

10.5. Your Crypto Assets will be held in segregated wallets, separate from our own assets, in accordance with applicable laws and regulatory requirements.

10.6. A third party holding your Crypto Assets may have a security interest, lien or right of set-off over your Crypto Assets, which are not settled. This may be required by applicable laws to such a third party in the jurisdiction where your Investments are held or may be imposed by the third party as security for the fees it charges for holding your Crypto Assets.

10.7. You hereby authorise us to hold your Crypto Assets in safe custody (or appoint a sub-custodian to do so), to transfer Crypto Assets from your Account to meet sales effected for your Crypto Account or to undertake other matters in relation to your trading covered by this Agreement.

10.8. Detailed records of all your trading activity and Crypto Assets held by us will be kept at all times to show that your Crypto Assets are held on your behalf, for your benefit and do not belong to us or any sub-custodian. This means that you are the beneficial owner of the Crypto Assets. Any Crypto Assets held by a sub-custodian will be held in an omnibus account.

10.9. You hereby acknowledge and understand that Crypto Assets held within your Crypto Account are not protected by the Investor Compensation Fund (ICF). This means that in the event of loss, you will not be able to make a claim under the ICF, and you bear full responsibility for any risks associated with trading or holding Crypto Assets.

11. Exclusion of liability.

11.1. We ensure, so far as is reasonably possible, that our Crypto Services are not interrupted, secure, virus-free, and accessible at a reasonable speed. However, there are certain circumstances that may be beyond our control. We may suspend the use of our Crypto Services so that we can make technical changes, add new features, ensure the Crypto Services run smoothly or improve its security.

11.2. While we shall make reasonable efforts to immediately transmit your Orders, we make no representations or warranties regarding the amount of time needed to complete processing as such processing is dependent upon many factors beyond our control.

11.3. We shall not be liable for any losses that arise:

a. if our Crypto Services or Trading Platform are unavailable, interrupted, delayed, incompatible or unable to work with any software, systems or other services, secure, complete, free of harmful code or error-free;
b. if we don't meet our obligations under the Agreement because of a legal or regulatory requirement;
c. as a result of unusual or unexpected events outside our control (including force majeure events and system failures); or
d. if you are unable to access the Trading Platform, Website or Crypto Services, or to place Orders or otherwise manage your Crypto Account, because you are in a location where we are not authorised or permitted to provide services.

11.4. Crypto Assets are often traded using independent blockchain technology. Your use of blockchain and other third party networks will be subject to any changes and/or amendments in their systems and to any Applicable Law which may apply to them. As we do not own or control the underlying software protocols which govern the operation of Crypto Assets involved in connection with our Crypto Services, by using our Crypto Services, you acknowledge and agree:

a. that we make no guarantee of the functionality, security, or availability of underlying protocols;
b. that some underlying protocols are subject to consensus-based proof of stake validation methods which may allow, by virtue of their governance systems, changes to the associated blockchain or digital ledger ("**Governance Modifiable Blockchains**"), and that any transactions made by or on behalf of you validated on such Governance Modifiable Blockchains may be affected accordingly;
c. in the event of a Fork, you agree that we may temporarily suspend our Crypto Services (with or without notice) and that we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked crypto asset protocol entirely; and

d. we shall have no liability, obligation or responsibility whatsoever arising out of or relating to the operation of underlying software protocols, transactions affected by Governance Modifiable Blockchains, or an unsupported branch of a forked cryptoasset protocol and, accordingly, you acknowledge and assume the risks of the same.

11.5. Subject to Clause 11.7., we shall not be liable for any losses, damages, costs or expenses incurred or suffered by you under this Agreement unless arising directly from our negligence, wilful default or fraud. In no circumstances shall we be liable for consequential loss or special damage.

11.6. Nothing in this Agreement will limit our liability in respect of death or personal injury caused by our negligence. You and we agree that this provision will survive any termination of this Agreement.

11.7. Trading 212 shall be liable to the Client for the loss of any crypto assets or the means of access to such crypto assets where such loss results from an incident attributable to Trading 212. This liability shall be limited to the market value of the lost crypto assets at the time the loss occurred. Trading 212 shall not be liable for losses resulting from events beyond its control.

11.8. The Company will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on the Crypto Account or take any other action as provided in this Agreement.

11.9. You hereby agree and acknowledge that in the event of downtime of the Trading Platform, you shall waive any claims against Trading 212 of missed profits and/or claims that you would have executed an Order on a specific price during the downtime. You acknowledge that in certain circumstances there may be technical issues or faults with the Trading Platform.

11.10. You acknowledge that at our sole discretion, we can reverse or cancel any incorrect entry in the Crypto Account, including but not limited to pending Orders, executed transactions, deposits, withdrawals and similar bookings, which have resulted in direct or indirect malfunction, error or mistake.

12. Communications.

12.1. If you need to contact us for any reason in relation to this Agreement, please do so:

a. by post to Trading 212 Markets Ltd., 1, Agias Fylaxeos str., 2nd floor, Office 1, 3025, Limassol, Cyprus; or
b. by the Chat button on the Website and on the Trading Platform; or
c. by email: info@trading212.com.

12.2. We may contact you and give you any notices in connection with this Agreement by email, post or by electronic means using the latest address, telephone number or electronic mail address which you have provided. You hereby consent to us providing you with information through a durable medium other than paper and to us providing information that is not addressed to you personally by means of the Website. You are obliged to provide us with prompt notice of any change to your contact details.

12.3. You agree that we may record all communications between you and us and use such recordings, or transcripts of such recordings, as well as any e-mails, recorded chat messages or other communications you send to us through our Platform or otherwise, for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. Upon your request, we will provide a copy of such records to you within a reasonable time.

12.4. If you no longer want to receive email, in-app or push notifications from us, you can easily unsubscribe by following these steps:

a. When you receive an email from us, please click on the "*Unsubscribe from this type of notifications*" link at the bottom of the email and we will immediately unsubscribe you from receiving the respective category of notifications; or
b. Log in to your Crypto Account via our Website or the Trading 212 mobile application, go to "Settings", then "Notifications" and simply tick the notifications you would like to receive (If you are no longer willing to receive any notifications, just untick them all).

Notwithstanding the above, please note that, even if you unsubscribe from notifications in accordance with this Clause 12, we are still obliged to notify you about certain events (i.e. amendments to this Agreement) and therefore, you cannot unsubscribe from receiving mandatory notifications.

13. Fees.

13.1. You shall pay the charges and/or commissions, details of which are set out in the Terms and Fees on our Website. The Terms and Fees may be amended from time to time by written notice from us to you. Charges shall be recorded and indicated on confirmations and monthly Statements. For Multi-Currency Accounts, any applicable fees due when executing orders will be deducted from the currency of the relevant Order.

13.2. Charges due to us shall be due immediately upon our demand which may be oral or in writing unless otherwise agreed and shall be paid by you as stated on the Confirmations and periodic Statements and such charges may be set off against any payment due from us to you. You agree and understand that any other obligation and liability towards us is subject to unilateral set-off from your side going back to the beginning of our contractual relationship.

13.3. You agree that Trading 212 will not be liable for any additional fees you may be charged by any bank, credit card provider or other third-party financial services provider, which you use for the transfer of funds to and from us.

14. Prohibited Trading Practices.

14.1. You agree to use our Trading Platform only in the normal course of business and shall not engage in any activity intended to manipulate the crypto-asset market or exploit our Trading Platform. This includes, but is not limited to, engaging in any of the following practices:

a. Market abuse (such as insider trading or abusive use of confidential information) or any similar practices which may qualify as market abuse; Insider trading is a criminal offence for which you can be prosecuted, fined and imprisoned.
b. Scalping;
c. Acting in concert with a third party or similar abusive or manipulating way of using the Trading Platform;
d. Platform abuse, price manipulation, time manipulation or similar practices; e. Exploiting errors in prices.

14.2. The confirmations set out in Clause 14.1 are made by you on the date of this Agreement and are deemed to be repeated on each day this Agreement is in full force and effect. In case of any breach, we shall have the right to cancel or void any Order or trade made in violation of Clause 14.1 (regardless of whether the position is still open or closed), to close your Crypto

Account and to terminate the Agreement. In such a case, we shall not be held liable for any damages incurred by you.

15. Conflict of Interest.

15.1. There may be limited circumstances in which a conflict exists between your interests and those of us or our other clients. To mitigate and control these conflicts we have drawn up a Conflicts of Interest Policy, part of our Disclosure Notice, available on our Website.

16. Reporting Obligations.

16.1. Certain international regulations impose specific obligations on us as a financial institution to disclose certain of your financial and transactional information to various authorities.

16.2. By accepting these Crypto Terms, you provide consent to us, and any other Trading 212 Group Company, collecting, storing, processing and disclosing, directly or indirectly, any relevant information, as required by the relevant disclosure requirements under the Applicable Laws. This consent covers involving third-party service providers that we engage from time to time. You acknowledge that these processes may lead to us or third parties transferring data to jurisdictions with data protection laws that are less stringent than data privacy standards that apply in Cyprus and the European Union.

17. Confidentiality.

17.1. Both us and you shall hold in confidence all personal, business, financial and other confidential information which is obtained about the other as a result of providing the Crypto Services to you and shall use all reasonable endeavours to prevent any disclosure of such information, subject to this Clause. We may disclose information about you in the following circumstances:

a. to any authority having the legal right to your information (including any law enforcement or tax authority);
b. where we are required to disclose information pursuant to any court order or a similar process;
c. where we are otherwise required or permitted by law to make disclosure; or

d. where necessary in order to provide you with the Crypto Services.

18. Personal Data Protection.

18.1. We will collect and hold personal information of you in our administration for the purpose of providing you services under this Agreement. Your information will be processed as specified in the Privacy Policy and Cookies Policy, both available on our Website, and in accordance with the Applicable Law.

19. Force Majeure.

19.1. Whilst we endeavour to comply with our obligations in a timely manner, we shall incur no liability whatsoever for any partial or full default of our obligations by reason of any cause or event beyond our reasonable control, including but not limited to any communication or system failures, market disruptions, changes in laws or regulations, natural disasters, pandemics, government actions, or other unforeseeable events.

19.2. Force Majeure events may also include the suspension or failure of any crypto asset, exchange, our Prime Broker, sub-custodian, or service provider. While we will take reasonable steps to mitigate the impact of such events and continue providing services, we may need to amend certain terms or conditions to address the situation. Whereas in any such event we will try to take reasonable steps to mitigate the effect of the said event in order to continue our operations and to continue to provide you with services, we may need to amend certain terms or conditions to address the situation.

20. Complaints.

20.1. Please inform us about any complaint as soon as practicable using the details set out in Clause 12 and in line with our Complaints Policy, included in the Disclosure Notice published on our Website.

21. Amendment.

21.1. We may, from time to time, amend this Agreement or any part thereof for any of the following reasons:

a. to make the terms easier to understand or fairer to you;

b. to cover improvements of the Crypto Services, introduce a new service, or replace an existing Service with a new one;
c. to enable us to make reasonable changes to the way we provide the Crypto Services to you as a result of changes in the financial system, technology, or the systems we use to run our business; or
d. as a result of a requirement under applicable law or regulation.

21.2. If we make a change in accordance with the above clause, we shall always give you at least 30 days' written notice before we make the change, except as required by Applicable Law or regulation.

22. Commencement, Duration and Termination.

22.1. This Agreement shall come into effect on the date on which you accept these terms through our Website or otherwise indicate your acceptance to us in writing (including email). This Agreement shall continue until terminated in accordance with the applicable provisions of this Agreement.

22.2. We may terminate this Agreement if you fail to observe or perform any provision of this Agreement, in the event of an Event of Default. Where we serve notice to terminate this Agreement, we will provide you with at least 30 days' notice. We are not obliged to provide any grounds for such termination.

22.3. Unless otherwise required by Applicable Law, either party may terminate this Agreement by giving written notice of termination to the other. Termination will be effective as of the date set out in that notice.

22.4. Upon termination of this Agreement, all amounts payable by you to us will become immediately due and payable. Termination will not affect any outstanding Transaction or any legal rights or obligations which may already have arisen.

22.5. Termination will be without prejudice to the completion of transactions already initiated, which will be settled in the normal way notwithstanding the termination.

22.6. Where you opt to terminate this Agreement, no penalty will be imposed, and no charge will be made for associated costs.

22.7. We may terminate all or any part of this Agreement immediately on written notice if:

a. you commit a breach of any of your obligations under this Agreement;
b. there are events as described in Clause 19 "Force Majeure";
c. we suspect that you may be engaged in credit card fraud, money laundering, funding terrorism and/or any relevant criminal conduct;
d. you have failed to complete or adequately satisfy our source of wealth and/or KYC documentation requirements.

22.8. We reserve the right to unilaterally terminate the Agreement at our sole discretion and without prior notice in the event that all of the following circumstances are met:

a. your Crypto Account balance is 0 (zero);
b. no Crypto Assets are held; and
c. your Crypto Account has been inactive (i.e. no Transactions were made) for a period of six (6) months.

22.9. You agree that you will not behave in an inappropriate manner towards Trading 212 or any of their employees. Inappropriate behaviour can include but is not limited to - swearing, abusive language, racism, discrimination, harassment, defamation, abuse of the chat/email system, misuse of social media channels and spam. Trading 212 reserves the right to terminate your Agreement in these circumstances.

22.10. Immediately in the event of us receiving official proof of the death of the Client, we shall hold any Client’s Crypto Assets in custody until we are presented with official evidence of the legal successors of the deceased Client and concrete instructions by an authorised person on how to proceed thereafter.

22.11. You and us may terminate the Agreement with immediate effect by mutual consent.

23. Governing Law.

23.1. The laws of the Republic of Cyprus govern this Agreement, and both you and us hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Cyprus in relation to any dispute under or in respect of this Agreement.

24. General Provisions.

24.1. English shall be the language for communication between you and us for the duration of this Agreement unless otherwise agreed. This Agreement can be translated into different languages. If there are any inconsistencies between different language versions, the English language version shall prevail.

24.2. You agree to notify us promptly of any changes to the information you have provided to us.

24.3. This Agreement shall supersede all prior written agreements entered into by you and us in relation to the provision of the Services.

24.4. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

24.5. If any invalid, unenforceable or illegal provision of this Agreement would become valid, enforceable and legal should some part of it were deleted or rephrased, such provision shall be amended, so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, meet the parties' original commercial intention.

24.6. Neither of us shall assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights or obligations under this Agreement. You acknowledge that we may, from time to time, outsource and/or partially outsource certain services offered through this Agreement, to the extent as permissible by law, to any of our Trading 212 Group companies or third-party providers. To this end, we shall make sure that those Group companies and third-party providers are sufficiently equipped and competent in carrying out and assuming responsibility for the outsourced services.

24.7. In no event shall any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

24.8. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to create a partnership between you and us.

24.9. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

24.10. Trading 212 has elected not to offer accounts to US persons as defined by FATCA. You confirm that by opening your Crypto Account, you are not a US Person. In doing so, you agree that if Trading 212 subsequently becomes aware you meet the definition of a US person, we may require you to close your Crypto Account immediately, and Trading 212 will not be liable for any losses that you may incur as a result.

24.11. Our Website can be accessed worldwide. However, the information on it is not directed at residents of the United States, Canada or any particular country outside the EEA, and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. When visiting our Website, it is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject.

25. Definitions and Interpretation.

The following words and phrases shall have the following meanings:

Algorithmic Trading means any kind of trading in Instruments where a computer algorithm automatically determines individual parameters of Orders, such as whether to initiate the Order, the timing of execution, price or quantity of the Order, or how to manage the Order after its submission, with limited to no human intervention;

Applicable Law means:

a. the rules and guidance of the CySEC or any other rules of a relevant regulatory authority;
b. MiCA regulation; and
c. other applicable laws, rules and regulations as in force from time to time as applicable to this Agreement.

Available Cash means any cash in your Crypto Account not invested in Crypto Assets or blocked for Pending Orders and which is not due to us or any third party for fees or otherwise for the provision of services under this Agreement;

Business day means any day other than a Saturday, Sunday and a public holiday in Cyprus;

CIFs means Cyprus Investment Firms;

Client means any Prospect Client who has been accepted by us after successfully passing the KYC Process and Appropriateness Test, where required, and we have provided him/her full access to the Trading Platform and our Services;

Client Asset Rules means the provisions of the Applicable law that relate to Crypto Assets received by Cyprus investment firms from clients;

Client Money Rules means the provisions of the Applicable law that relate to money received by Cyprus investment firms from clients;

Confirmation means a written record, giving the details of a deal, including all charges applicable to that deal and the total amount payable by or to you in settlement of that deal;

Conflicts of Interest part of the Disclosure Notice outlines potential conflicts of interests with clients and describes our organisational and administrative controls to manage such conflicts of interests such that we can be reasonably confident that risks of damage to clients as a result of any conflict will be prevented;

Crypto Account means your personal account held with Trading 212 for the provision of Crypto Services;

Crypto Asset means a decentralized digital asset or currency (whole or fraction) that is cryptographically secured, not issued or backed by any central bank or issuer, that can be transferred, stored or traded electronically;

Custodian means a bank or financial institution providing custody services in respect of a particular market or jurisdiction, on behalf of Trading 212;

CySEC Rules means the rules and guidance issued by the CySEC from time to time.

Deal means the purchase of, sale of, or subscription for specified Crypto Assets by you;

Disclosure Notice means the notice provided by us to you in compliance with CySEC Rules regarding the risks associated with Buying and Selling Crypto Assets under this Agreement;

Event of Default means:

a. you default in any payment or other obligation you may have to us;
b. you die or become of unsound mind;
c. any event beyond our control occurs in the country in which you are normally resident, which, at our sole discretion, makes it desirable for the protection of Trading 212 to treat the same as an Event of Default;
d. any termination or suspension or loss of any relevant regulatory authorisation;
e. any representation or warranty made under this Agreement proves or becomes false or misleading in any material respect;
f. we consider it necessary or desirable for our own protection or to prevent what we consider is or might be a violation of any Applicable Law or good standard of market practice or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement;
g. any event of default (howsoever described) occurs under any other agreement between us.

Fork means a modification to a blockchain's protocol that may create a separate chain or crypto asset;

Group companies mean any company under common control as Trading 212 Markets Ltd.;

Instruction to Deal means an instruction by you for us to Buy or Sell any Crypto Asset on your behalf, including, for the avoidance of doubt, an Order;

KYC Process means "know your customer" due diligence process as defined under Clause 2.1 of this Agreement;

Manifest Error means an obvious error in the quotes of the Crypto Assets which substantially deviates from the prevailing market price and which has occurred as a result of a system or technical error;

MiCA means the Regulation (EU) 2023/1114 on Markets in Crypto-Assets;

Multi-Currency Account means the Trading 212 functionality allowing you to hold cash balances in multiple currencies, as described in Clause 4.11;

Order Execution Policy means Trading 212's Order Execution Policy, available on our Website, stipulating the means by which we will meet our best execution obligations when executing Orders for our clients;

Order means an instruction to buy or to sell a Crypto Asset as placed by you via your Crypto Account on the Trading Platform;

Payment Instruction means any instruction on your Crypto Account for a deposit and/or withdrawal;

Pending Order as defined in our Order Execution Policy, is an Order to be executed at a later time and at the price that the Client specifies;

Prospect Client means anyone who has agreed to the terms and conditions of this Agreement and for evaluation purposes has been granted access to certain parts of the Trading Platform. A Prospect Client is not yet accepted by us, and he/she does not have access to our Crypto Services;

Retail Client is a client who is neither deemed to be a professional by default, nor an eligible counterparty and who is afforded with the highest level of protection by the CySEC Rules;

Sell-only Limitation (close only limitation) is a limitation, where your ability to open new positions or place new Buy orders is restricted or disabled;

Statement means a written confirmation of any Transaction, any Orders that you set and/or edit, and any Commission and other applicable Charges and Taxes that we apply;

Target Market Assessment is a set of questions, in accordance with the applicable laws and regulations, designed to identify and assess clients in ensuring that financial instruments and services are compatible based on their needs, characteristics and objectives;

Terms & Fees means the page entitled "Terms and Fees" available on our Website;

Trading Platform means the electronic trading platform on our Website;

Transaction means the partial or full fill of your Instruction to Deal;

Website means our website at www.trading212.com and/or any mobile applications provided by Trading 212;