

User Agreement

This is an agreement between CASPINEX Ltd and you . By using any CASPINEX service, whether through <https://caspinex.com> , any associated API, or mobile applications , you agree that you have read, understood, and accept all of the terms and conditions contained here;

1. GENERAL USE

1.1 Eligibility. By using our Services and entering into this User Agreement, you affirm that:

you are an individual, at least 18 years of age or older, have the capacity to enter into this User Agreement and agree to be legally bound by the terms and conditions of this User Agreement, including the Cookie Policy, the Privacy Policy and the Trading Code of Conduct, as incorporated herein, as amended from time to time;

1.1.3 you have not previously been suspended or removed from our Services;

1.1.4 you have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships;

1.1.5 you are using our Services with your own email and for your own benefit and do not act on behalf and/or to the interest of any other person.

1.2 Modification.

1.2.1 We may change the terms of this User Agreement at any time. Any such changes shall take effect when posted on the Site, or when you use the Services. If you disagree with any changes to this User Agreement, contact us.

1.2.2 Your continued use of the Services shall signify your acceptance to be bound by the current User Agreement. Our failure or delay in enforcing or partially enforcing any provision of this User Agreement shall not be construed as a waiver of any of our rights.

2. ACCESSING THE SERVICES

2.1. Limited License. We grant you a limited, nonexclusive, non-transferable license to access and use the Services and the Site solely in accordance with the terms of this Agreement.

2.2 Credentials. You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that CASPINEX shall not be held responsible (and you shall not hold us responsible) for any unauthorized access to the Services or any resulting harm you may suffer.

3. General Obligations.

3.1 Number of User Accounts. We may, in our sole discretion, limit the number of User Accounts that you may create or maintain. We may terminate or suspend any User Account that exceeds such limit, and liquidate, freeze or refund positions and funds associated with such User Account.

3.2 User Account Access. In the normal course of business, we will require login credentials to access your User Account. We may impose additional security measures to be used when you access the Caspinex.com Exchange including but not limited to two-factor authentication (“2FA”). This 2FA may include security passcodes sent via mobile text message or electronic mail or an application designed to provide 2FA by other means. If prompted to install any such 2FA application, you are solely responsible for ensuring the security of any password or login credentials. We may provide data through such 2FA application in order to authenticate your use of the Caspinex.com Exchange. We cannot be held responsible for any damage caused by a 2FA device, software or method.

3.3 User Account Information. You will be able to view certain details of your account history as determined by CASPINEX, up to a specific period of time as determined by CASPINEX in our sole discretion

3.4 Treatment of Virtual Currency. We may store Virtual Currency you deposit for use on the Caspinex.com Exchange in a “hot wallet”, “cold wallet” or other storage method in our sole discretion. We shall record your ownership of your Virtual Currency in our records. We shall not loan, hypothecate, pledge, or otherwise encumber any Virtual Currency deposited by you for use on the CASPINEX.com Exchange.

3.5 Withdrawing Funds from Your User Account. In the event that the balance of available funds in your User Account is greater than any minimum balance requirement needed to satisfy all open orders, you may request a withdrawal of Virtual Currency or fiat currency, as applicable. You are solely responsible for losses resulting in whole or in part from any external account, provider, or service. We cannot guarantee the timing of any withdrawal request. Requests may be delayed or canceled as part of our Compliance Program.

3.6 Payment Service Providers. We may, at our discretion, use a third party payment service provider to process deposit and withdrawal requests in fiat currencies. Upon making a deposit or withdrawal request for fiat currency, you may be directed away from the Site to a third party website. In such case, you are solely responsible for any actions taken on such website and we shall not be liable for any loss resulting in whole or in part from such website or provider.

3.7 Order Types. We shall, from time-to-time, offer you different types of orders that may be placed on the Caspinex.com Exchange. The Trading Code of Conduct contains additional information on order types. We do not guarantee any order you place on the Caspinex.com Exchange will be executed or executed at any particular time.

3.8 Cancellation Policy. The Caspinex.com Exchange is an active and live marketplace. By entering any order, you are bound to its terms and may not be able to cancel such order. You must review all of the details prior to entering an order on the Caspinex.com Exchange, including the quantity and price of the Virtual Currency to be bought or sold, as well as the amount of funds that will be required in connection with your trade request.

3.9 Fees. You must pay any fees associated with your use of the Caspinex.com Exchange. Generally, CASPINEX will debit fees for orders from the total cost of your order. CASPINEX may charge other fees, or process fees in an alternative manner, but only with prior written notice to you. On the Site, we shall post a fee schedule that we may amend at any time in our sole discretion, with prior written notice to you. In the event you are found to owe us any amount of Virtual Currency, we may offset such amount against any funds we hold for you.

4. GENERAL RISK FACTORS

Your use of the Services requires you to bear risks for which we cannot be held responsible. We list some, but not all of these risks below:

Hardware, software or connections required to interact with a Virtual Currency network might fail, succumb to malware, unauthorized access or malicious attacks. Third parties may obtain unauthorized access to the Services, including, but not limited to your public and private keys. CASPINEX shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

Forks, unknown vulnerabilities in or unanticipated changes to the network protocol may cause losses to you or others. CASPINEX has no control over any cryptocurrency network and shall not be responsible for any harm occurring as a result of the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions.

The risk of loss of value in using Services involving Virtual Currencies may be substantial and losses may occur over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable.

Virtual Currencies are not legal tender and are not backed by any sovereign government. In addition, the legislative and regulatory landscape around Virtual Currencies is constantly changing and may affect your ability to use, transfer, or exchange Virtual Currencies.

Under certain market conditions, you may find it difficult to liquidate a position. In such circumstances, the Caspinex.com Exchange may not have sufficient demand to meet your request to execute such a transaction. Placing contingent orders, such as a “stop” or “limit” order does not guarantee your potential loss will be limited to an intended amount, as market conditions may make it difficult to execute such orders. You may suffer losses due to orders executing at lower or higher values than anticipated or requested.

5. FEEDBACK AND COMPLAINTS

5.1 CASPINEX strives to improve its Services to address feedback. If you have ideas or suggestions regarding improvements or additions to the Services, we would like to hear them; however, any submission shall be subject to this User Agreement.

5.2 Under no circumstances shall disclosure of any idea or feedback, or any related material to CASPINEX be subject to any obligation of confidentiality or expectation of compensation.

5.3 By submitting an idea or feedback or any related material that would be subject to intellectual property rights to CASPINEX, you grant to CASPINEX, with respect to the Work submitted, a non-exclusive, perpetual, global, royalty-free license to use all of the content of such ideas and feedback, for any purpose whatsoever.

5.4 By submitting Work, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to CASPINEX that the Work originated with you, no one else has any rights in the Work, and that CASPINEX is free of any royalty to implement the Work and to use the related material if so desired, as provided or modified by CASPINEX, without obtaining permission or license from any third party.

5.5 CASPINEX may sub-license in any way all Work and material you have submitted to CASPINEX.

5.6 Technical Support. We shall use commercially-reasonable efforts to supply email-based technical support services, but cannot guarantee immediate responses, especially during times of high volume.