

# Terms of Service

The service is made available to you by SmartTrade through the website located at <https://bot.smart-trade.ltd/>. To provide a "fair go" at and an excellent experience with SmartTrade, we created these terms, rules, and conditions.

## **Basic terms used in this User agreement:**

SmartTrade - is software (service) for automated trading on cryptocurrency exchanges.

"Account" - the Account on the SmartTrade created by User, which is limited for use by User via the Login Credentials.

"User" - any natural person or legal entity using the Service and accepting the terms of this Agreement.

"Bot" - computer programs and special algorithms used for automated trading on cryptocurrency exchanges.

1. SmartTrade is not responsible in cases of technical problems on exchanges, theft of funds from exchanges, blocking of Accounts on exchanges, incorrect operation of API exchanges, bankruptcies of exchanges, erroneous actions of Users, as well as strong and long changes in prices on exchanges.
2. The service is provided on an "as is" basis. SmartTrade does not guarantee a certain rate of return when using the service. The Bot's performance is determined by many factors, such as volatility on exchanges, trading volume and liquidity on exchanges, as well as Bot settings.
3. The User understands possible financial losses in the form of direct losses or lost profits as a result of any trading and investment transactions on the cryptocurrency exchange when using the Bots provided by the Service.
4. We do not store or accept User funds, and we do not make any payments. All funds are stored in User Accounts on exchanges. SmartTrade does not have access to withdraw funds from User Accounts on exchanges. The User and

the respective exchanges are responsible for the safety of funds on the Accounts of the exchanges. SmartTrade operates with User funds for placing orders on exchanges through the API interface.

5. The User of our service can have only one SmartTrade Account. It is forbidden to register multiple Accounts. If for some reason several Accounts are needed, then the User should contact the support service. It is forbidden to trade in different SmartTrade Accounts using the same Account on the cryptocurrency exchange - this will be considered as having multiple Accounts for the User. Accounts with identified violations will be blocked.
6. You may not allow use of your Account by any third party. You are fully responsible for non-disclosure of your Login Credentials and the use of your Account. If, for whatsoever reason, your Account is blocked or deleted, you are no longer entitled to use the Platform, e.g. by using another Account and/or creating a new Account.
7. SmartTrade is not responsible for information about our service presented on other sites except <https://bot.smart-trade.ltd/> and <https://smart-trade.ltd/>.
8. SmartTrade provides uptime on its servers on the Internet 24 hours a day. The User does not need to install any software on his computer to use the service.
9. Registration on the site <https://bot.smart-trade.ltd/> means your agreement with all the conditions set forth in this User Agreement.
10. SmartTrade charges a commission only on the profit you receive when trading with a Bot. The commission amount depends on your trade balance and is:

Your trade balance:	Our fee:
Up to 10.000\$*	30%
10.000 to 99.999\$*	25%
100.000 to 499.999\$*	24%

500.000 to 2.999.999\$*	23%
3.000.000 to 9.999.999\$*	22%
Above 10.000.000\$*	To be discussed individually

\* or the equivalent in cryptocurrency

Every 1st day of the next month, you will be billed to pay our commission. We will send you an invoice by email and to your SmartTrade personal Account. Payment must be made within 7 days. If the payment is not received, we will put all your trading Bots on pause. But if after another 7 days you still do not pay our commission, then the Bots will be disabled and your Account will be frozen.

11. You warrant that you are aware that additional risks of trading cryptocurrencies may exist that have not been set forth in these Terms, our websites. You understand that it remains at all times your responsibility to carefully assess all the risks and determine whether your level of knowledge, financial standing and tolerance for risk are suitable for the use of our Services and the use of cryptocurrencies which are part of a volatile market. Moreover, you are aware of the risks associated with the use of our service, among which the risk of possible errors and interruptions, and you assume full responsibility for these risks.

12. SmartTrade and the User take all measures to resolve disputes and disagreements arising from the User Agreement through negotiations. In the case of failure to reach an agreement through negotiations, the claim (pre-trial) procedure is mandatory. The response time to claim - 10 (ten) calendar days from the moment of its receipt. All disputes that are not settled as a result of negotiations and in the claim procedure, are subject to resolution in the court (arbitration court) at the location of the Service Owner.

At any time, any party may unilaterally refuse from further cooperation. The User has the right to refuse to use the Service by deleting the API keys on the websites of the respective cryptocurrency exchanges.

SmartTrade strives to give you best service. If you have a complain, comment or suggestion, you can contact us at [info@smart-trade.ltd](mailto:info@smart-trade.ltd). Please provide us with your contact details, and a clear description and reason for your complaint. Complaints are usually processed within 7 working days.

SmartTrade reserves the right to make changes, additions and adjustments to this Terms of Service without prior notice.