

# Trading Competition Terms & Conditions

## Disclaimer

OUR PERPETUAL CONTRACTS AND ALL TRADING COMPETITIONS ARE NOT OFFERED OR MADE AVAILABLE TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN THE UNITED STATES OF AMERICA (COLLECTIVELY, “US PERSONS”) OR TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY (AS DEFINED BELOW) (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “RESTRICTED PERSON”). MOREOVER, NONE OF OUR OTHER SERVICES ARE OFFERED TO US PERSONS OR RESTRICTED PERSONS. WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A US PERSON OR A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE OUR PERPETUAL CONTRACTS OR PARTICIPATE IN ANY TRADING COMPETITIONS, AND IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE ANY OF THE SERVICES (AS DEFINED BELOW). USE OF A VIRTUAL PRIVATE NETWORK (“VPN”) TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

These Trading Competition Terms and Conditions (these “Competition Terms”) apply to all trading competitions, including all trading competitions related to trading leagues (each, a “Competition”) that DIFX LLC. (“DIFX”) offers. Each Competition may have additional terms and conditions or rules (the “Rules”) that will be posted below or otherwise provided to you with the Competition’s details. These Competition Terms and the Rules for each Competition will govern such Competition and your participation in such Competition. In the event of a conflict between these Competition Terms and the applicable Rules, the terms of the applicable Rules will govern to the extent of such conflict. Please read these Competition Terms and the applicable Rules carefully before you participate in a Competition. By participating in a Competition, you represent and agree to be bound by the applicable Rules and these Competition Terms. In order to participate in a Competition offered within the Services (as defined in the Terms of Use (the “Terms of Use”)), you must also agree to the Terms of Use and the Privacy Policy (the “Privacy Policy”). If you do not agree with the Terms of Use or Privacy Policy, then you immediately should stop using or accessing the Services.

## 1. ELIGIBILITY

To be eligible to participate in a Competition, at the time and date of entry and during the entire length of the Competition: if you are participating in the Competition as an individual, then you must be of legal age in the jurisdiction in which you reside and you must have the legal capacity to enter into these Competition Terms and the applicable Rules and be bound by the foregoing;

if you are participating in the Competition as an entity, then you must have the legal authority to accept these Competition Terms and the applicable Rules on such entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;

you must not be a US Person;

you must not be a resident of the United Kingdom, Belarus, Bosnia and Herzegovina, Greece, Kosovo, Latvia, Macedonia, Italy or Portugal;

you must not be a resident, citizen or agent of, or incorporated in, and do not have a registered office in Iran, Cuba, North Korea, Syria, Myanmar (Burma), the regions of Crimea, Donetsk or Luhansk, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States (collectively, "Restricted Territories");

you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) (collectively, "Sanctioned Person"); you must not intend to transact with any Restricted Person or Sanctioned Person; you must not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services; your access to the Services (a) must not be prohibited by and not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over DIFX, you, the Site (as defined in the Terms of Use) or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"); and (b) must not contribute to or facilitate any illegal activity;

only one (1) account per person may be used to participate in any Competition and strictly the said user should be a DIFX user; and this trading competition is specifically only for XACT/USDT Trading Pair and must make a minimum trade of 150XACT

You must meet all additional eligibility requirements set forth in the applicable Rules.

Further, DIFX reserves the right to limit or refuse your eligibility to participate in any Competition for any reason in its sole discretion, including where your participation is prohibited by Applicable Laws. If DIFX becomes aware of any violation of these Competition Terms, the applicable Rules or the Terms of Use, DIFX may elect to, among other things, (i) prohibit you from using the Services; or (ii) withhold, amend or cancel the benefits or rewards of any Competition.

## 2. COMPETITION START AND END TIMES AND CONDITIONS

Each Competition will start, and end as described in the applicable Rules (“Competition Period”). Engaging in any trading activity before or after the Competition Period will not result in receiving any benefits or rewards from the Competition. DIFX determines in its sole discretion when a Competition Period is deemed to have started and ended.

## 3. HOW TO PARTICIPATE

To participate in a Competition, during the Competition Period, subject to eligibility, you must follow the instructions in the applicable Rules. DIFX reserves the right to limit participants based on IP addresses, Ethereum network addresses, email addresses or other factors DIFX decides at its sole discretion.

## 4. COMPETITION ADMINISTRATION

DIFX hereby reserves the right to amend, suspend or terminate any Competition at any time with or without prior notice or consent. DIFX further reserves the right to amend, withhold or cancel any Competition rewards or benefits granted if DIFX becomes aware of any violation of these Competition Terms, the applicable Rules or the Terms of Use. Administration of Competitions is at the sole discretion of DIFX, subject to the Applicable Laws. Any questions relating to eligibility, these Competition Terms, the applicable Rules or the Competition will be resolved at DIFX’s sole discretion and its decision will be final and binding with respect thereto. If it is discovered by DIFX that you have or have attempted to violate these Competition Terms, the applicable Rules or the Terms of Use, then DIFX may disqualify you from the Competition in its sole discretion.

## 5. PRIVACY

By participating in a Competition, you acknowledge and agree that any personal information that you provide will be maintained in accordance with the Privacy Policy. By participating in a Competition, you hereby (a) grant to DIFX the right to use your name, country of residence, email address and any other information you provide to DIFX (“Personal Information”) for the purpose of administering the Competition; (b) grant to DIFX the right to use your Personal Information for publicity, promotional, marketing and advertising purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by Applicable Laws; and (c) acknowledge that DIFX may disclose your Personal Information to its third-party agents and service providers in connection with any of the foregoing activities. DIFX will use your Personal Information only for the identified purposes and as contemplated in the Privacy Policy.

## 6. RELEASE AND PUBLICITY

YOU AGREE TO RELEASE AND HOLD HARMLESS DIFX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATED COMPANIES, SUBSIDIARIES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN A COMPETITION. YOU AGREE THAT DIFX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATED COMPANIES, SUBSIDIARIES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN A COMPETITION AND ACCEPTANCE, POSSESSION AND USE OF THE BENEFITS OR REWARD OF A COMPETITION. DIFX IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PUBLICATION OF THE OFFER OR ADMINISTRATION OF THE COMPETITION OR ANNOUNCEMENT THEREOF.

## 7. TAXES

You will be solely responsible for all income tax liabilities that arise from or in any way relate to any benefit or reward that DIFX conveys to you, including income taxes, sales, personal property, use, VAT, excise, withholding and self-employment taxes. DIFX has the right to withhold from any amounts payable to you such foreign, federal, state or local taxes as may be required to be withheld under any Applicable Laws. You must report the value of the benefit or reward you receive from DIFX and complete any required tax forms that DIFX requests be completed prior to receiving your benefit or reward.

## 8. GENERAL

The Terms of Use are incorporated herein by reference, and you are equally subject to those provisions mutatis mutandis with respect to these Competition Terms and each Competition and its applicable Rules. Unless the context expressly otherwise requires, for purposes of these Competition Terms, (a) wherever the word “include,” “includes” or “including” is used in these Competition Terms, it will be deemed to be followed by the words “without limitation”; and (b) the word “or” will not be exclusive.

## 9. Applicable Rules

- Top 100 \$XACT traders will stand a chance to win a share of \$5000 DIFX Tokens
- Trade a minimum amount of 150 XACT to qualify for a chance of sharing in the winnings.
- Additionally, the top 10 traders of XACT will get an extra bonus of 100 DIFX Tokens each.
- The more you trade the more the chance of winning.
- Duration: 7th April to 13th April
- Time: 6:00 AM UTC (7/04/23) - 6:00 AM UTC (13/04/23)
- Rewards will be distributed to the winners’ spot accounts within seven working days after the promotion ends
- In case of cheating or using multiple accounts for rewards, or other violations, DIFX reserves the right to disqualify the users involved and forfeit their rewards.
- DIFX reserves the right to amend or revise the terms of this promotion or cancel it at any time without prior notice at its sole discretion.
- DIFX reserves the right of the final decision regarding this promotion. Contact customer service if you have any questions -
- In order to receive your reward, you are required to pass KYC Tier 2 or higher on the DIFX Platform