

TERMS AND CONDITIONS

Service Agreement Last Update: 23rd October 2019

This Service Agreement ("Agreement") is a contract between you and **SMART Invest** and applies to your use of the **SMART Invest** services available through <https://www.smartinvest.cash> (collectively the "Service"). If you do not agree to be bound to the terms and conditions of this Agreement, do not use or access the services provided. Each of the terms, conditions and policies of this agreement may be changed from time to time and are effective immediately after the changes are published on the **SMART Invest** website.

This web-site is owned and controlled by the **Global Financial Contracts Ltd.** (Belize) - the International Business Corporation, registered under the Belize jurisdiction, **Registered No. 151570** and licensed by International Financial Services Commission for **FINANCIAL LICENCE No. IFSC/62/210/TS/18** (referred to as "Company", "us", "our" or "we"). These Terms and Conditions of Use (referred to as "these Terms", "Terms") govern the access and use of our web-site by every site visitor (referred to as "Client", "you" or "your").

Application of these Terms

By using or accessing our web-site you agree to be legally bound by the following terms and conditions. If you do not agree to these terms you must not use our web-site. We reserve the right at any time without notice to revise the content of our web-site and/or these terms by posting any changes on our web-site. The revised terms will be effective immediately upon posting and by continuing to use our web-site you will signify that you agree to be bound by the revised terms.

Knowledge required

The Client should ensure that he/it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/it fully understands the risks associated with the trading of digital token as well as the mechanism related to the use of cryptocurrencies (incl. storage). The Company shall not be responsible for any loss of digital tokens, which may result of any actions or omissions of the Client or any person undertaking to acquire digital token or fiat currencies.

Trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. There is no guarantee against losses. Do not enter into transactions or invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and/or experience. Clients shall take the time to read the publication of the UK Bankers Association "Special Risks on Securities Trading" which can be downloaded from the UK Bankers Association web site, in order to better understand and managed risks related with trading activity. By opening an account with SMART Invest you acknowledge that you are aware of these financial risks, for which the Client is solely responsible and liable.

Restrictions

Clients are not allowed to use **SMART Invest** if this is considered an illegal action. Clients are not allowed to use **SMART Invest** and purchase or selling cryptocurrency in order to commit or complete an illegal action (e.g. selling bitcoins received as a ransom from an illegal activity). Clients are not allowed to use **SMART Invest** and purchase or selling cryptocurrency in order to avoid taxes.

Clients are not allowed to use **SMART Invest** and purchase or selling cryptocurrency through practices that may modify in a synthetic way the price of the traded cryptocurrency.

Intellectual Property Rights

To the extent that copyright or other intellectual property rights exist in **SMART Invest** such as software, knowhow, analysis or programs, those copyrights and other industrial rights belong to the Company. Company grants to the Client for an unlimited period of time nontransferable and non-exclusive rights to exploit the Services for its own use as determined by the provisions of these General Terms of Service.

Use of SMART Invest Services

In order to use the Services offered by **SMART Invest** the Client must transfer deposit required for funding their account. Funds can be transferred using one of the accepted methods (see list below). Funds can be withdrawn by Client to any account using one of the accepted methods (see list below).

Data protection

The definitions in the current version of the Federal Act on Data Protection of June 1992 shall apply to this clause. Where necessary to deliver the Services in accordance with the Agreement, the Company can transfer data provided to them by the Client to third parties, even abroad. The Company will not use your data for reasons different than the Services required or required by law.

Limitation of Liability

Subject to the exceptions, the Company, as well as its officers, directors, employees and suppliers, assumes no liability or responsibility for any loss arising out of or related to SMART Invest, the Services, any inaccurate information, any technical, interruption or malfunction, any stolen, lost, or unauthorized use of the Client's account, any breach of security or data breach.

The limitation of liability set out above shall not be applicable in the event that the Company or its employee has caused the damage by intentional misconduct or by gross negligence.

Severability

If any of the provisions of these General Terms of Service or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Applicable Law and Jurisdiction

These Terms are subject to and governed by UK law to the exclusion of any International Treaties. All disputes arising from or under these Terms shall be subject to the exclusive jurisdiction of the competent courts of London.

Disclaimer

You agree to adhere to all the principals and members harmless of any liability. You invest at your own risk and you agree that a past performance is not an explicit guarantee for the same future performance.

You agree that all information, communications and materials you find on this site are intended to be regarded as an informational and educational matter and not an investment advice.

SMART Invest is not responsible or liable for any damages, losses and costs resulting from any violation of the conditions and terms and/or use of our website by a member. You guarantee to **SMART Invest** that you will not use this site in any illegal way and you agree to respect your local, national and international laws.

Anti-spam Policy

We will not tolerate SPAM or any type of UCE in this program. SPAM violators will be immediately and permanently removed from the program.

Reserving Rights

We reserve the right to change the rules, commissions and rates of the program at any time and at our sole discretion without notice, especially in order to respect the integrity and security of the members' interests. You agree that it is your sole responsibility to review the current terms. Moreover, we reserve the right to accept or decline any member for membership without explanation.

Miscellaneous

You agree to be of a legal age in your country to take part in this program, and in all the cases your minimal age must be 18 years.

SMART Invest is not available to the general public and is opened only to the qualified members of **SMART Invest**; the use of this site is restricted to our members and to individuals personally invited by them. Every deposit is considered to be a private transaction between the **SMART Invest** and its Client.

Any dispute arising from your failure to understand the terms of our program will result in a permanent termination of your membership without refunding.

Your participation is at your own risk. We will not be responsible for any external factors beyond our control, for example, payment processor downtime, service provider downtime, technical maintains etc.

We guarantee a 30-day full money back, if you will not be satisfied with our service.

Annex A – General

1. Account Balances

1.1. We holding Clients' funds on their Account balances:

- Account cash balance - main balance in USD available for funding, withdraw, currency exchange, direct deposit to any Investment Option, purchasing Power Units for crypto mining,

funding Trade balance for Crypto Margin Trade activity;

- Account crypto balances - in 20 accepted crypto currencies (Bitcoin (BTC), Ethereum (ETH), Ripple (XRP), Bitcoin Cash (BCH), Litecoin (LTC), Tether (USDT), Binance Coin (BNB), Cosmos (ATOM), Cardano (ADA), Stellar (XLM), Monero (XMR), TRON (TRX), Tezos (XTZ), DASHCoin (DASH), Ethereum Classic (ETC), NEO (NEO), ZCash (ZEC), DOGECoin (DOGE), VeChain (VET), NEM (NEM)), available for funding, withdraw, currency exchange;

- Trading balance - balance for Crypto Margin Trade activity.

2. Accepted payment options

USD: Perfect Money, Payeer, Advanced Cash (AdvCash), Debit/Credit Card, Bank Wire

CRYPTO: Bitcoin (BTC), Ethereum (ETH), Ripple (XRP), Bitcoin Cash (BCH), Litecoin (LTC), Tether (USDT), Binance Coin (BNB), Cosmos (ATOM), Cardano (ADA), Stellar (XLM), Monero (XMR), TRON (TRX), Tezos (XTZ), DASHCoin (DASH), Ethereum Classic (ETC), NEO (NEO), ZCash (ZEC), DOGECoin (DOGE), VeChain (VET), NEM (NEM)

3. Conditions of using US\$ 50.00 Welcome Bonus

For opening an Account our Clients granted with US\$ 50.00 Welcome Bonus. This Bonus can be used for Direct Investment (only to Investment Options B, C, D), for purchasing Mining Power Units (without any restrictions), for funding Trade balance (without restrictions), for exchange funds (without restrictions) and can be withdrawn on common conditions (see «Withdraw Funds» section below).

4. Funding Account

- 4.1. Clients can funding account for investment activity using our accepted options.
- 4.2. Account funding available only in the same currency: for example, Account cash balance in USD, Bitcoin balance in BTC, etc.
- 4.3. Minimum funding amount for Account cash balance is US\$ 5.00 (using Perfect Money, Payeer, AdvCash, Debit/Credit Card) and US\$ 500.00 using Bank Wire.
- 4.4. Minimum funding amount in Crypto:

Bitcoin	BTC 0.00050000	Ethereum	ETH 0.025000	Ripple	XRP 25.00	Bitcoin Cash	BCH 0.025000	Litecoin	LTC 0.100000
Tether	USDT 5.0000	Binance Coin	BNB 0.3000	Cosmos	ATOM 2.5000	Cardano	ADA 150.0000	Stellar	XLM 100.0000
Monero	XMR 0.100000	TRON	TRX 500.0000	Tezos	XTZ 5.0000	DASHCoin	DASH 0.100000	Ethereum Classic	ETC 1.0000
NEO	NEO 1.0000	ZCash	ZEC 1.500000	DOGECoin	DOGE 3,000	VeChain	VET 2,000.0000	NEM	NEM 150.0000

- 4.5. Maximum one time funding is US\$ 50,000.00 (available only by Bank Wire or in accepted crypto currencies equivalent).
- 4.6. All funding transactions is free.

5. Withdraw Funds

- 5.1. Client can withdraw funds from his Account cash balance in USD (using Perfect Money, Payeer, AdvCash, Debit/Credit Card, Bank Wire) or from crypto Account balances in the same crypto currency.
- 5.2. Client can withdraw funds if one of the following conditions valid:
 - at least one confirmed account balance funding AND
 - at least one expired direct deposit to any Investment Option OR
 - at least one expired purchased Mining Power Contract OR
 - at least 5 (five) closed trades in Crypto Margin Trading.
- 5.3. Minimum amount to withdraw from Account cash balance is US\$ 5.00 (using Perfect Money, Payeer, AdvCash, Debit/Credit Card) and US\$ 500.00 using Bank Wire.
- 5.4. Minimum amount to withdraw from crypto Account balances:

Bitcoin	BTC 0.00010000	Ethereum	ETH 0.005000	Ripple	XRP 5.00	Bitcoin Cash	BCH 0.005000	Litecoin	LTC 0.020000
Tether	USDT 1.0000	Binance Coin	BNB 0.0600	Cosmos	ATOM 0.5000	Cardano	ADA 30.0000	Stellar	XLM 20.0000
Monero	XMR 0.020000	TRON	TRX 100.0000	Tezos	XTZ 1.0000	DASHCoin	DASH 0.020000	Ethereum Classic	ETC 0.2000
NEO	NEO 0.2000	ZCash	ZEC 0.300000	DOGECoin	DOGE 600	VeChain	VET 400.0000	NEM	NEM 30.0000

- 5.5. There are no any fees or charges for withdraw funds.
- 5.6. Clients can place withdrawal requests during Monday - Sunday 24/7.
- 5.7. Withdrawal request processing time is 48 hours (during this time funds will be sent to the Cliets' external account (cryptocurrency address)).

6. Exchange Funds

- 6.1. Clients can exchange funds between USD and accepted crypto currencies on market BUY/SELL rate.
- 6.2. All exchange transactions are instant.
- 6.3. Minimum amount to exchange is US\$ 1.00 or crypto equivalent.
- 6.4. Clients can exchange funds during Monday - Sunday 24/7.
- 6.5. There are no any fees or charges for exchange funds.

7. Affiliate Program

Clients will earn US\$ 1.50 for every active referral (registered under referral link and activate his/her account by login) and lifetime 10% from all referrals' deposits (account funding). Clients can use their referral earnings in any time, in any way without any restrictions and fees.

Annex B – Investments

1. Investment Options

We offer following Investment Options for our Clients:

Investment Option A: minimum deposit: US\$ 5.00 maximum deposit: US\$ 10,000.00 interest 10% daily duration 90 calendar days	Investment Option B: minimum deposit: US\$ 100.00 maximum deposit: US\$ 10,000.00 interest 50% daily duration 30 calendar days	Investment Option C: minimum deposit: US\$ 500.00 maximum deposit: US\$ 10,000.00 interest 100% daily duration 7 calendar days	Investment Option D: minimum deposit: US\$ 5,000.00 maximum deposit: US\$ 10,000.00 interest 1,000% daily duration 1 calendar day
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2. Investment Process

- 2.1. Client can make direct deposit to chosen Investment Option from his Account cash balance using all funds for investing to Investment Options B, C, D and exclude US\$ 50.00 Welcome Bonus for investing to Investment option A. Client should funding his Account cash balance with his own funds first for making investments.
- 2.2. Earnings for all Investment Options counted daily every 24 hours.
- 2.3. After investment period (duration) expiration, total investment earning with initial deposit will be instantly transferred to the Clients' Account cash balance and Client will be able to use it (withdraw, exchange or use for investment, mining, margin trading) without any restrictions and fees.
- 2.4. Clients can make direct deposits in any time during Monday - Sunday 24/7.
- 2.5. Clients can open several direct deposits in several different Investment Options and hold several different active investments in the same time - we hold all deposits separately.
- 2.6. All initial deposits for all Investment Options are refundable.

Annex C - Crypto Mining

1. Available Mining Contracts

We offer following Mining Contracts for our Clients:

Bitcoin (BTC): mining Power Unit: 100 TH/sec price per 1 Power Unit: US\$ 90.00 daily mining per 1 Unit: BTC 0.00233485 duration 30 calendar days	Ethereum (ETH): mining Power Unit: 100 GH/sec price per 1 Power Unit: US\$ 1,000.00 daily mining per 1 Unit: ETH 6.718328 duration 10 calendar days	Litecoin (LTC): mining Power Unit: 10 GH/sec price per 1 Power Unit: US\$ 60.00 daily mining per 1 Unit: LTC 0.169882 duration 60 calendar days	Monero (XMR): mining Power Unit: 1 MH/sec price per 1 Power Unit: US\$ 400.00 daily mining per 1 Unit: XMR 4.991025 duration 20 calendar days
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2. Mining Process

- 2.1. Client can purchase Mining Power Units for mining chosen crypto (BTC, ETH, LTC, XMR) from his Account cash balance using all funds include US\$ 50.00 Welcome Bonus. Client should fund his Account cash balance with his own funds first for purchase mining contract.
- 2.2. Mining for all Contracts counted daily every 24 hours.
- 2.3. After the mining Contract expiration, total mining earning will be instantly transferred to the Clients' Account balance in the same crypto (BTC, ETH, LTC, XMR) and Client will be able to use it (withdraw or exchange) without any restrictions and fees.
- 2.4. Clients can purchase Mining Power Units in any time during Monday - Sunday 24/7.
- 2.5. Clients can mine several different crypto and hold several different Mining Contracts at the same time.

Annex D - Crypto Margin Trading

1. General Terms

- 1.1. We offer Crypto Margin Trading for next crypto assets (currency pairs): BTC/USD, ETH/USD, XRP/USD, BCH/USD, LTC/USD, USDT/USD, BNB/USD, ATOM/USD, ADA/USD, XLM/USD, XMR/USD, TRX/USD, XTZ/USD, DASH/USD, ETC/USD, NEO/USD, ZEC/USD, DOGE/USD, VET/USD, NEM/USD
- 1.2. Contract size: USD 20,000
- 1.3. Leverage 1:200
- 1.4. Initial Margin for 1 Contract USD 100
- 1.5. Maintenance Margin for 1 Contract USD 50
- 1.6. Margin Call: 90% from Initial Margin and funds at Trading balance.
- 1.7. Maximum one-time quantity is 100 Contracts.
- 1.8. The position can be opened if there is enough funds at Trading balance (at least USD 100 for Initial Margin per 1 position).
- 1.9. Client can fund his trading balance during Monday - Sunday 24/7 from his Account cash balance (USD).
- 1.10. Transferring funds from Account cash balance to Trading balance is instant and fees free.
- 1.11. Client can transfer available funds from his Trading balance to his Account cash balance during Monday - Sunday 24/7.
- 1.12. Transferring funds from Trading balance to Account cash balance is instant and fees free

2. Trading Orders

- 2.1. All positions opening and closing on Market Orders by current offered market price.
- 2.2. Execution of Orders is instantly after Client confirmation.
- 2.3. Client can open Short/Long positions for every pairs (place BUY/SELL Orders).
- 2.4. Client can place, change and delete Stop Loss and Take Profit Orders for limitation of his loss or scalp his profit on opened position(s).
- 2.5. Trading and Order placing available during Monday - Sunday 24/7.
- 2.6. There is no fees and/or any charges for Margin Trading.
- 2.7. After position closed, initial margin and trading result (profit or loss) returned instantly to Clients' Trading balance and Client will be able to use it for withdraw or further trading.

Annex D - Contact Information

GLOBAL FINANCIAL CONTRACTS LTD.

Registration No. 151570

Financial Licence No. IFSC/62/210/TS/18

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