RISK DISCLAIMER  
  
(updated and effective October 21st, 2021)  
  
  
  
PLEASE READ THE ENTIRETY OF THIS “RISK DISCLAIMER” SECTION CAREFULLY. NOTHING HEREIN CONSTITUTES LEGAL, FINANCIAL, BUSINESS OR TAX ADVICE AND YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S) BEFORE ENGAGING IN ANY ACTIVITY IN CONNECTION HEREWITH.  
  
Bitmaxpro is a digital asset trading platform operated by and proprietary to Bitmaxpro Technology S.R.L. (the Company), a Romania company. The Company operates a digital asset trading platform (“Platform”) that facilitates the buying and selling of various Digital Assets (also called a "cryptocurrency", "virtual currency", "digital currency", or "digital commodity"), such as Bitcoin or Ethereum, which are based on the cryptographic protocol of a computer network that may be (i) centralised or decentralised, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value, ("Digital Asset"). You acknowledge and agree that there are numerous risks associated with trading, investing in and holding Digital Assets or participation in various services in digital currency ecosystem offered by the Company, including but not limited to, cash/ spot trading, leveraged trading – margin and futures trading, Staking Services, and Copy Trading Service subscriptions. In the worst scenario, this could lead to the loss of all or part of the Digital Assets which had been purchased.  
  
  
  
Singapore residents who are seeking to use digital payment services within Singapore should be aware of the following.  
  
  
  
BMXDM Technology Pte Ltd is no longer exempt under the Payment Services (Exemption for Specified Period) Regulations 2019. Hence, BMXDM Technology Pte Ltd is not allowed to provide regulated payment services.  
  
1. RISKS  
  
  
  
If you decide to use the Bitmaxpro platform, you expressly acknowledge, accept and assume the following risks:  
  
The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time (including without limitation a total loss of your Digital Assets);  
  
The price and liquidity of Digital Assets have been subject to large fluctuations in the past and will be subject to large fluctuations in the future；  
  
Legislative and regulatory changes or actions at the international, federal or state level may adversely affect the use, transfer, exchange, and value of Digital Assets;  
  
In your jurisdiction, the usage of Bitmaxpro may be prohibited by local laws;  
  
Deposits into your Digital Asset Account may not be considered deposits under the applicable laws, rules, or regulations in your jurisdiction;  
  
Digital Assets in the Digital Asset Account of your Bitmaxpro Account are not subject to any deposit insurance protection, including, but not limited to, FDIC insurance or Securities Investor Protection Corporation protections and other similar program;  
  
Digital Assets are not legal tender and are not backed by the government;  
  
Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;  
  
Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;  
  
Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders;  
  
All positions in Digital Assets involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position;  
  
With the derivatives being traded on the platform, there are additional risks involved. It is important that you fully understand the risks involved in trading leveraged digital assets. These risks include the following:  
  
The liquidity, market depth and dynamics of the Digital Asset trading can fluctuate violently and change rapidly. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.  
  
You can lose more funds than you deposit in the margin / futures account. A decline in the value of assets that are purchased or sold on margin may require you to provide additional funds to us to avoid the forced liquidation of assets in your account(s).  
  
Under extreme market circumstances and volatility, the digital assets in your margin / futures account can be under forced liquidation without any user notification. If the net asset value of your account falls below maintenance margin requirements, the assets in your account will be subject to forced liquidation to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.  
  
When market continues moving against user’s open leveraged positions, the distressed positions of your user account can be subject to being transferred to either Backstop Liquidity Providers (“BLPs”) or users with top-10 largest opposing positions with Auto-deleveraging process. Your account can be reset with zero balance after that;  
  
For the subscriber to Copy Trading service, copying or replicating the trading decision(s) of other traders involves a high level of risk and can result in the potential loss of some or all of your capital. You should assess your level of risk tolerance before using the Copy Trading Service. Information obtained from the use of the Copy Trading Service should NOT be considered investment advice by or on behalf of Bitmaxpro. Past result of any User or Trader on Bitmaxpro is not indicative of future performance. You are solely responsible for reliance on any advice or information from third-party providers. Additionally, if you place additional trades in your account or you modify or cancel an order generated by the Copy Trading Service, you may achieve a materially different result than the result achieved by the trader that you copied. Should a copied trader cash-out and withdraw, you may also generate a materially different result than the trader, account, portfolio and/or strategy that you copied as it may affect the Copy Trading Service proportions.  
  
Please refer to COPY TRADING TRADER SERVICE AGREEMENT for complete information;  
  
For the participants to Staking Services, the estimated reward yield displayed on the Bitmaxpro Website is an estimation but not a guaranteed or promised Actual Yield. The actual yield you receive may not meet or may be lower than the Estimated Yield. Bitmaxpro does not promise or guarantee the Actual Yield or Staking reward you will receive. When you undelegate your Tokens, the time it takes to arrive at your account may vary and the arrival displayed on Website is final. Bitmaxpro shall not be liable for any losses caused by the Tokens arrival time difference. Bitmaxpro cannot provide the Service properly or the Service is interrupted due to the following conditions, such that you are unable to use the Services or cannot make commands or perform related trading operations, including but not limited to failure, delay, interruption, no system response, delayed system response or any other abnormal circumstances with the platform and / or Validation Service providers we work with, Bitmaxpro shall not be liable to any of your losses (including but not limited to direct or indirect losses, actual losses or loss of possible yield, etc.).  
  
Please refer to Bitmaxpro Staking Agreement [Link to [https://Bitmaxpro.com/](https://bitmaxpro.com/staking-agreement) ] for complete information;  
  
The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties experienced by Bitmaxpro may prevent the access to or use of your Digital Assets;  
  
The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or beyond typical volatility range, especially if there is insufficient liquidity in the market.  
  
You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that Bitmaxpro does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You agree and understand that you access and use Bitmaxpro at your own risk; and this section is unable to and does not purport to disclose exhaustively all of the risks associated with Digital Assets and using Bitmaxpro. You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of Digital Assets in your Bitmaxpro Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.  
  
2. NO ADVICE; NO SOLICITATION  
  
  
  
You agree and understand that Bitmaxpro does not provide legal, tax, or investment advice, and to the extent you deem necessary, you shall consult with qualified professionals in your own jurisdiction prior to using Bitmaxpro or implementing any financial plan.  
  
You agree and understand that all Orders received through and by Bitmaxpro are considered unsolicited, which means that you have not received any investment advice from us or any Bitmaxpro Service Provider in connection with any Orders you place, and that we do not conduct a suitability review of any Orders you place. You also agree and understand that you have not and do not expect to receive any investment advice from us nor any of our affiliates in connection with your Orders. In addition, you agree and understand that your perusal of the Website and/or any material thereon does not constitute any solicitation or investment advice.  
  
3. INVESTMENT ADVICE  
  
  
  
All trades on the Platform are executed automatically, based on the parameters of your order instructions and in accordance with our trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Notwithstanding anything in the Terms of Service at [https://Bitmaxpro.com/](https://bitmaxpro.com/terms-of-service)  , you agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions relating to the Bitmaxpro platform. You agree and understand that under no circumstances will the operation of Bitmaxpro and your use of Bitmaxpro be deemed to create a relationship that includes the provision of or tendering of investment advice.  
  
4. SOPHISTICATED INVESTING  
  
  
  
You agree and understand that by using Bitmaxpro and placing Orders, you have sufficient knowledge to place such Orders. You are responsible for making sure that any Orders placed by you are accurate and intentional. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your account activity is outside of its normal range of activities.  
  
5. DISCLAIMER OF WARRANTIES  
  
  
  
For the avoidance of doubt, neither we nor any Bitmaxpro Service Provider are giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use Bitmaxpro and the services we or any Bitmaxpro Service Provider provide, including, but not limited to, the ability to purchase, sell, or store Digital Assets. In addition, neither we nor any Bitmaxpro Service Provider recommend, or endorse that you purchase or sell Digital Assets, including Bitcoin, Ethereum, or any other digital assets, or that you make any investment or enter into any Trade. Before engaging in any trading or investment activity, you should always consult a qualified professional.  
  
THE SERVICES WE AND Bitmaxpro SERVICE PROVIDERS PROVIDE ARE PROVIDED TO YOU ON A STRICTLY "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. NEITHER WE NOR ANY Bitmaxpro SERVICE PROVIDER REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF Bitmaxpro OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON.  
  
6. DISCLAIMER OF LIABILITY  
  
  
  
EXCEPT TO THE EXTENT REQUIRED BY LAW, NEITHER WE NOR ANY Bitmaxpro SERVICE PROVIDER SHALL BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES (EVEN IF WE AND/OR ANY Bitmaxpro SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THE TERMS OF SERVICE, YOUR USE OR ATTEMPTED USE OF Bitmaxpro, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED BY THESE TERMS.  
  
MOREOVER, AND ALSO EXCEPT TO THE EXTENT REQUIRED BY LAW, NEITHER WE NOR ANY Bitmaxpro SERVICE PROVIDER SHALL BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT DAMAGES OF ANY KIND (EVEN IF WE AND/OR ANY Bitmaxpro SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THE TERMS OF SERVICE, YOUR USE OR ATTEMPTED USE OF Bitmaxpro, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED BY THE TERMS OF SERVICE.  
  
IN NO EVENT SHALL WE OR ANY Bitmaxpro SERVICE PROVIDER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF Bitmaxpro OR ANY SERVICES PROVIDED BY US OR ANY Bitmaxpro SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS CAUSED IN WHOLE OR IN PART BY ANY INACCURACIES OR INCOMPLETENESS, DELAYS, INTERRUPTIONS, SUSPENSION, ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF ANY Bitmaxpro SERVICE PROVIDER OR CONTINGENCIES BEYOND OUR OR ANY Bitmaxpro SERVICE PROVIDERS’ CONTROL IN PROCURING, COMPILING, INTERPRETING, COMPUTING, REPORTING, OR DELIVERING Bitmaxpro, THE SERVICES THEREON OR THE INFORMATION THEREIN. IN NO EVENT SHALL WE OR ANY Bitmaxpro SERVICE PROVIDER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON, OR IN CONNECTION WITH YOUR USE OF Bitmaxpro, THE SERVICES THEREON OR THE INFORMATION THEREIN.  
  
THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INTERRUPTIONS CAUSED BY Service suspension for maintenance, ANY COMPUTER VIRUSES, SPYWARE, SCAMWARE, TROJAN HORSES, WORMS, OR OTHER MALWARE THAT MAY AFFECT YOUR COMPUTER OR OTHER EQUIPMENT, OR ANY PHISHING, SPOOFING, DOMAIN TYPOSQUATTING, OR OTHER ATTACKS, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORISED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, any technical problems that cannot be predicted or solved by existing technical forces and solution in the industry OR ANY FORCE MAJEURE (such as typhoon, earthquake, tsunami, flooding, plague, power outage, war, turmoil, government actions, terrorist attacks, etc.) that lead to the suspension. NEITHER WE NOR ANY Bitmaxpro SERVICE PROVIDER GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO Bitmaxpro.  
  
IF THIS DISCLAIMER OF LIABILITY SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THE TERMS OF SERVICE, THIS DISCLAIMER OF LIABILITY SECTION SUPERSEDES THE OTHER SECTION.