



**NADEX  
ECOSYSTEM**

**PUBLIC OFFER**



Company name: **NADEX ECOSYSTEM LTD**

Company number: **15483068**

Registered office address: **2 Lemn St, London, United Kingdom, E1 8FA**

## **Public offer for provision of information and consulting services**

This document, hereinafter referred to as the "Offer", is an offer by Nadex Ecosystem (hereinafter referred to as the "Nadex") to cooperate with an individual, hereinafter referred to as the "Client" or "Investor", in order to conclude a service agreement on the terms and conditions set out below.

Before using the materials and services of the website <https://nadex.group> (hereinafter referred to as the "Site" or "Platform") and its subdomains, submitting applications and transferring funds, the Client must carefully read the terms and conditions of this Offer.

Acceptance of the Offer (acceptance of the offer) is considered to be the fact of registration of the Client on the resource with the domain name <https://nadex.group> and replenishment of the balance in the system by any of the provided payment methods.

The person who does not agree with this Offer or its separate clauses has no right to make objections after the Agreement comes into force. Persons who do not agree with the terms and conditions set forth below have no right to register on the Company's Website and use its services.

### **1. Terms and definitions used**

1.1. Public offer agreement (hereinafter referred to as the "Offer") - this document offered to an indefinite number of persons for the purpose of entering into a distance contract with the Company on the terms and conditions set out in this Offer, including all its Appendices.

2. The Parties to the Agreement - the Client and the Fund.

2.1. Nadex - a legal entity registered in Great Britain, registration number: 15160617, acting as one of the parties to the legal relationship and offering the conclusion of this Agreement.

2.2. Client - a natural person who has reached the age of majority in his/her country and is not limited in his/her capacity to act, who concludes the Offer Agreement with the Company on the terms and conditions set forth herein.

2.3. Contractor - a legal entity of Nadex Ecosystem represented by its authorized employees.

2.4. Acceptance - the Client's full consent to the terms and conditions of the Offer, carried out by completing the procedure of registering an account on the Fund's Website.

### **3. Terms and definitions used**

3.1. Deposit - a sum of money transferred by the Client to the Company for management for realization of its activity.

- 3.2. Profit - remuneration credited to the Client's account. Its amount depends on the conditions of the investment plan.
- 3.3. Tariff (investment) plan - conditions of cooperation between the Securities Broker and the Investor. 1.10. Balance - the Client's account.
- 3.4. Balance - the amount of funds on the Client's account on the Platform, which the Client can dispose of at his/her own discretion.
- 3.5. Withdrawal of funds - transfer of funds from the Client's balance to the Client's specified e- wallet or bank card account.

#### **4. General Provisions**

- 4.1. The Agreement concluded on the terms of this offer (public Offer) is a legally binding document and regulates relations between the Client, who accepts this offer, and the Company in the provision of Services.
- 4.2. The Client's registration on the Company's Website, placing an Order and replenishing the balance in the system shall be considered as full consent to the terms and conditions of this document.

#### **5. Subject of the contract**

- 5.1. The subject of the Agreement is the provision of the Fund's services to the Clients who have accepted the terms and conditions of the Offer.
- 5.2. For the purpose of proper provision of the Fund's services, the Client undertakes to make an acceptance of the Offer before the beginning of fulfillment of its obligations.

#### **6. Procedure for receiving services and using the Fund's Website**

- 6.1. In order to receive the Fund's services, the Client must go through the registration procedure on the Website. Thus, he/she gives his/her consent to the processing of personal data by the Company and their transfer for the purpose of further processing, improving the quality of services provided, as well as for the realization of partnership and other obligations.
- 6.2. After confirming the acceptance of the Offer, the Client is given the opportunity to authorize in Nadex with a login and password. The Client undertakes to create conditions for saving these data and preventing access to them by third parties.
- 6.3. All operations performed through Nadex using identification data shall be deemed to have been performed personally by the Client, unless otherwise specified by the Fund.

#### **7. Application Procedure**

- 7.1. The provisions of the legislation of the country in which the Fund is registered, as well as international legal norms, apply to the relations between the Parties.
- 7.2. By forming and submitting an Application, the Client agrees to the terms of Service specified below:

7.3. The agreement between the parties is considered concluded after the moment of sending the Application.

7.4. Cancellation of the Application is possible by contacting the Client through the contact details indicated on the Website.

7.5. The description, list and scope of work performed, price and other information provided on the Website are for informational purposes only and are not an offer. The terms of the work are negotiated and fixed between the Client and the Fund in an additional Agreement.

7.6. The Client is responsible in case of providing incorrect information when making an Application, which may affect the quality of work performed by the Contractor or Contractor.

## **8. Financial issues**

8.1. The money that the Client transfers from his electronic wallet or bank card is instantly credited by the Fund to his balance in his Personal Account. The exception is the situation when the transaction is delayed by the operator of the payment system.

8.2. The Company is not responsible for the timing of the transaction for crediting funds to the Client's account (when depositing) and withdrawing funds. The terms are regulated by the payment system through which the transaction is carried out.

8.3. The Company does not charge additional fees for electronic or bank transactions, however, the payment system operator may charge for its services in the part specified in their terms.

8.4. The commissions of payment systems when depositing and withdrawing funds are paid by the Client. By performing payment transactions, the Client agrees to the amount of commissions.

8.5. Withdrawal of funds from the Client's personal account is carried out by the Company to the payment details specified by him.

8.6. The Fund is not responsible for the state of the Client's personal account. In case of disputes regarding the status of the account, their resolution is based on the history of the movement of funds in the Client's account.

8.7. The Client is fully responsible for the correctness of the provided payment details for the withdrawal of funds from the Personal Account on the Website.

8.8. The general rules for concluding trading transactions of the Fund in the process of trust management of the Client's funds comply with the generally accepted principles of the companies' work. The Company has the right to amend the current regulations in case of changes in market conditions. Informing about the changes is carried out by sending Email newsletters, publishing in the relevant news section on the Website or on official pages in social networks. The Client undertakes to follow the Fund's news and view newsletters during the cooperation process.

8.9. Withdrawal requests submitted by Platform participants must be executed in accordance with generally accepted formalities.

8.10. All applications for payments are processed manually by the Fund's employees, with verification of all accruals and payments. The deadline for payment execution by the Fund is up to 24 hours, depending on the workload of employees.

8.11. The Company reserves the right to change the interest rates of monthly accruals to the Client. In case of negative financial results, the Company may temporarily suspend the payment of profit on deposits if it does not receive even a minimum profit in this period of time.

## **9. Anti-fraud measures**

9.1. By accepting the terms and conditions of this Offer, the Client confirms that he/she is familiarized with the grounds under which his/her personal account on the Website may be blocked and funds frozen, and agrees with them:

9.2. If unreliable data provided during registration is detected by Nadex Ecosystem Security Service.

9.3. If the Client has not provided documents confirming his/her personal data.

9.4. If the account holder is found to have disseminated information, publications or other data on the Internet that defames the honor and dignity of the Nadex Foundation and the company's website <https://nadex.group>.

9.5. If the Security Service detects the fact of attempted unauthorized access to the Company's databases or accounts of other Clients by the User.

9.6. If the Client provides incorrect information about the work and services provided by the Company in order to attract potential Clients.

9.7. If one of the above-mentioned grounds exists, the Company has the right not to transfer the Client's funds stored on his account to his electronic wallet or bank card.

9.8. The Company has the right to use various algorithms to detect fraudulent activities and persons trying to use financial means received in violation of the law (with application of KYC and AML policies).

## **10. Affiliate Program**

10.1. Any registered user can participate in the affiliate program.

10.2. The condition of receiving referral remuneration is to attract new Clients to the Fund for investment, who will become the Client's referrals and open deposits.

10.3. The amount of referral reward is determined by the terms and conditions of the Partner Program and depends on the Partner's level.

10.4. When the necessary level of turnover of the structure is reached, additional opportunities are opened for the Partner.

## **11. Legal basis of the contract**

11.1. The term of validity of the Agreement is unlimited. The Agreement enters into force upon acceptance by the Client.

11.2. The text of the Agreement is available at <https://nadex.group>.

11.3. The Client is responsible for the accuracy of the registration data when creating an account on the Website. If the personal data changes, he/she is obliged to notify the Foundation by changing the personal data in his/her Personal Area or by contacting the Support Service.

11.4. The Agreement concluded on the terms of the Offer is governed by the laws of the state in which the Fund is registered and international legal norms.

## **12. Liability of the parties**

12.1. The Fund shall not be liable to the Client for any losses, damages, lost profits or opportunities incurred by the Client:

12.2. As a result of financial transactions not provided for in this Offer.

12.3. As a result of events that occurred through no fault of the Fund, including hacker attacks, failures in power grids, computer networks, communication networks, etc.

12.4. Due to the performance of operations, the decision on which he/she made independently, based on analytical or consulting information provided by the Fund or third parties. Using the Fund's Services, the Client confirms that he/she is informed about the specifics of investment activities associated with various risks, including failure to receive the expected income and loss of part or all of the deposit amount.

12.5. The Parties shall not be liable for violations of regulated obligations in case of force majeure, including force majeure events (floods, earthquakes and other natural disasters beyond human control), legal force majeure (imposition of restrictive measures by regulators, strikes and other types of socio-political phenomena that caused impossibility of proper fulfillment or non-fulfillment of the terms of this Agreement), as well as in case of military actions, terrorist acts, etc. The Parties shall not be liable for violations of regulated obligations in case of force majeure.

## **13. Dispute resolution**

13.1. All disputes shall be resolved by written negotiations. E-mail and the website ticket system can be used for this purpose.

13.2. Customer inquiries are processed within 2 working days, and a response may be given earlier depending on workload.

## **14. Final provisions**

14.1. The Fund has the right to unilaterally amend this Agreement without notifying the Client (it is not a mandatory condition). The amendments come into force immediately after the publication of the new version of the Document.

14.2. The Fund warns the Client about the risky nature of transactions made with the use of his/her entrusted funds under this Agreement.