

RISK NOTIFICATION (limitation of liability)

CYPRUS, NICOSIA

Version 2.0 from 2024.06.13

To help you understand the risks and limited liability of the marketplace, we kindly ask you to carefully read the following information:

Marketplace is a trading platform that provides commission services to its Clients with electronic assets, which are a cryptographic certificate of a digital object of tangible value (CFD, NFT). The marketplace services are not services of trust management of your property, the marketplace does not provide brokerage services. We hereby inform you about the risky nature of transactions in the pre-IPO, e-commerce, investment real estate, venture transactions markets. Without the direct fault of the marketplace, you assume possible financial losses associated with market changes, fluctuations in the value of underlying assets, financial difficulties of companies whose assets are secured by digital assets of the marketplace, blocking of the website and/or marketplace platform, possible prohibitive measures of services and institutions of the state of which you are a citizen. Transactions with digital assets and electronic coins of the marketplace due to the uncertainty of the legal regime in many countries can be risky. Please do not use the AMCH platform if you do not accept the following conditions:

1. Personal investment decision-making

The Marketplace does not provide personal advice regarding digital assets or services. Any decision about using the marketplace services is made only by you. No communication or information provided to you on behalf of the marketplace (by agents, representatives) is intended and should not be considered or interpreted as investment advice, financial advice, trading advice or any other kind of advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is suitable for you in accordance with your personal investment goals, financial circumstances and risk tolerance.

2. Payment of taxes and fees at your own expense

You are responsible for determining what taxes you may be subject to and how they are applied performing operations through the marketplace services. You are responsible for reporting and paying any taxes that you may incur as a result of transactions with digital assets of the marketplace. You understand and acknowledge that the marketplace does not provide legal or tax advice regarding your transactions on the marketplace platform. You acknowledge that, in accordance with the requirements of applicable legislation and/or requests from competent government services and institutions, the marketplace is obliged to report information about your transactions, transfers, distributions or payments to the tax authorities. You acknowledge that failure to respond to these requests within the established time frame may lead to the blocking of your personal account on the marketplace platform. You are advised to seek professional and personal tax advice regarding the above before making any transaction with the digital assets of the marketplace.

3. Fluctuations in the markets and the value of digital assets

Transactions with digital assets are subject to high market risk and price volatility. Changes in the cost can be significant and occur quickly and without warning. Past results are not a reliable indicator of future results. You understand and acknowledge that the value of the underlying asset may rise or fall, and you may not return the investment for reasons beyond the control of the marketplace.

4. Fluctuations in the liquidity of digital assets

Digital assets may have limited liquidity, which will make it difficult or impossible for you to sell or exit a position. This can happen at any time, including during rapid price fluctuations.

You understand and accept that transactions with digital assets are long-term investments, so you will not be able to return your investments ahead of time without penalties from the marketplace.

4.1. Fluctuations in the liquidity of the underlying asset of the digital asset for real estate

When selling (reselling) real estate by the marketplace (its founders) to repay a digital asset, there are risks of lack of demand, lower real estate prices, delayed payment of the transaction by the buyer. the bank and other risks associated with the inability to sell real estate within the time limit set for a specific Lot of the marketplace.

There is a possibility of missing the maturity of a digital asset (sale of real estate or rights to it) due to circumstances beyond the control of the marketplace (liquidity risk).

You understand and agree that in case of non-fulfillment of obligations on a digital asset for real estate for reasons beyond the control of the marketplace, in this case, the marketplace is not responsible for missing the deadlines for fulfilling its obligations on digital assets for real estate, as well as for losses incurred by you due to the delay in the sale of real estate, which is the underlying asset.

5. Limiting the availability of services

The marketplace, due to the technical features of ecommerce, does not guarantee that the platform's services will be available at any particular time. You understand and acknowledge that the electronic services of the marketplace may be subject to unplanned interruptions, disconnection during platform maintenance or network overload, blocking or restricting access due to prohibitive measures of government services and institutions.

6. Non-execution of the transaction by a third party

Third parties, such as payment service providers, crypto exchanges, crypto platforms, banking partners, may be involved in the provision of marketplace services. You may be subject to the terms and conditions of these third parties, and the marketplace cannot be held responsible for any losses caused by these third parties.

6.1. Non-fulfillment of the terms of the contract by a third party on a digital asset for real estate

A developer, a development company or other authorized person, including government agencies, institutions, banks, may violate their terms of construction/financing, registration of rights to real estate, registration of purchase and sale of a real estate object or assignment of rights to it. You understand and agree that if the marketplace fails to fulfill its obligations on a digital asset for real estate for reasons that depend on third parties, the marketplace is not responsible for missing the deadlines for fulfilling its obligations on digital assets for real estate, as well as for losses incurred by you in connection with non-fulfillment of the terms of the contract by a third party.

6.2. Financial difficulties of third parties

The digital assets of the marketplace are secured by real assets of third parties. You understand and accept that in the event of bankruptcy or financial difficulties of third parties whose assets are secured by the financial instruments of the marketplace or the assets of third parties are the underlying asset, the marketplace is not responsible for your losses and/or inability to return your investment.

7. Illegal actions of intruders

You understand and acknowledge that the marketplace is not able to eliminate all the risks of hacking the platform, website, personal account. You are responsible for maintaining your account and for all transactions under your account in the marketplace personal account. Transactions with assets may be irreversible, and losses caused by fraudulent or unauthorized transactions may not be recoverable.

8. Communication restrictions

When you communicate in the marketplace via electronic communication, you should be aware that electronic communication may fail, may be delayed, may be unsafe and/or may not reach the intended destination.

You understand and accept that the marketplace is an ecommerce service, is not a store, a showroom, therefore your interaction with the marketplace is provided exclusively through your personal account and electronic communication means.

Personal meetings with representatives of the marketplace in the office or in other places are not provided.

8.1. Restriction of the provision of information

You understand and understand that interaction with the marketplace services is governed by the provisions of the User Agreement, which is a form of an affiliation agreement. When registering your personal account, you accept the rights and obligations under the terms of the User Agreement. The Marketplace provides information and performs the duties directly stipulated in the User Agreement. The Marketplace reserves the right to refuse to provide the Client with information and/or perform actions not provided for in the User Agreement.

9. Probable and expected nature of the information on the website/marketplace platform

Some data on the marketplace website may contain assumptions and/or forecasts of upcoming or expected events. Marketplace undertakes no obligation to revise these statements in order to correlate them with real events and circumstances. Marketplace reserves the right to change the materials published on the site at any time without prior notice.

10. Legal restrictions

Changes in laws and regulations can significantly affect the value of digital assets and the activities of the marketplace.

Therefore, the marketplace reserves the right to update and supplement this Risk Notice from time to time, as well as the User Agreement.