

WithMetis Group Risk Warning Notice

Last updated: June 11th, 2022

The Risk Warning Notice is intended to inform you of the risk of loss in relation to any Transaction may be substantial in certain circumstances.

You are warned not to enter into a Transaction unless you understand the full nature of the Transactions that you're entering and the extent of your exposure to risk. You should also carefully consider, and be satisfied that the Transaction you are entering is suitable for you and/or your circumstances and financial position.

In considering whether to trade, lend, develop you should be aware of the following:

1. You are responsible for your decisions. We do not and will not provide any investment advice in relation to a Transaction, your portfolio or trading strategy. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, lending, developing or otherwise dealing in particular investments or executing particular Transactions, any tax consequences or the composition of any portfolio or any other rights or obligations attaching to such investments or Transactions. Therefore, you must rely on your own judgment in deciding to enter into or close a Transaction.
2. Foreign Currency (FX) risk. The profit or loss on Transactions in foreign currencies will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency of a Transaction to your local currency. Thus, you are exposed to risks that exchange rates may significantly change and to the risk that governments and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate.
3. Market Risk. Your payments and/or receipts in respect of a Transaction on a settlement date are independent from the changes in the value of the assets of a Transaction after the trade date. In particular, you recognize that you may have to pay to your counterparty for a devalued asset more than its market value on a settlement date.
4. Credit Risk. Any Transaction which requires a counterparty to make payments to you will expose you to its credit risk (as opposed to the credit risk of a central clearing corporation as would generally be the case in certain other markets).
5. Liquidity Risk. A Transaction generally cannot be assigned, transferred or terminated without our consent, and we are not legally or contractually obliged to give our consent. It therefore may be impossible for you to liquidate your position at any time and our software may have to search and connect you with another counterparty to enter into an offset position or minimize your risk in a different manner.

6. Price Risk. Because the prices and characteristics of Transactions are individually negotiated between you and your counterparty at the time of the transaction there can be inefficiencies in transaction pricing. We make no presentation or warranty that prices on the Platform will always be the best prices available to you.

7. The prices of Crypto Assets are volatile and fluctuate sometimes dramatically. The price of a Crypto Asset may move up or down, and may become valueless. In light of this, you should be prepared to lose your entire investment in such Crypto Assets.

8. You understand and agree that the brief Risk Warning Notice above cannot disclose all the risks and other significant aspects of Transactions to be entered into with us and you should therefore carefully study these Transactions before you trade, lend or develop. In particular, you understand and acknowledge that:

a. you have read and understood the nature and contents of the risks which are contained in this Risk Warning Notice;

b. you have reviewed carefully your specific financial needs and investment objectives before entering into any Transaction, and you have made your own independent decision to enter into any Transaction and as to the legality, suitability and appropriateness of any transaction based upon your own judgment and upon advice from such advisers as you have deemed necessary;

c. you confirm that neither we, nor any Affiliate of us, is acting as a fiduciary for or an adviser to you in respect of any Transaction;

d. you are not relying on any communication (written or oral) from us as investment advice or as a recommendation to enter into any Transaction and you understand that the information and explanations of the terms of any Transaction as contained in any Confirmation shall not be considered to be investment advice or a recommendation to enter into such Transactions;

e. you understand the tax implications of a Transaction, particularly as regards to Transactions involving Crypto Assets, in your jurisdiction including, without limitation, income tax, corporation tax, capital gains tax or any sales tax or value added tax and any other tax framework in place within your country of residence for tax purposes;

f. you acknowledge that no communication (written or oral) received from us shall be deemed to be an assurance or guarantee as to the expected results of any Transaction.

9. Using the Platform means your acknowledgement of this Risk Warning Notice.