



[By]fal.io

# Public Offer Agreement

## CONTENT

<b>PUBLIC OFFER AGREEMENT .....</b>	<b>3</b>
<b>1. TERMS AND DEFINITIONS .....</b>	<b>3</b>
<b>2. GENERAL PROVISIONS.....</b>	<b>4</b>
<b>3. PROCEDURE FOR NON-TRADING OPERATIONS.....</b>	<b>6</b>
<b>4. PROCEDURE FOR TRADE OPERATIONS .....</b>	<b>7</b>
<b>5. QUOTATIONS AND INFORMATION .....</b>	<b>10</b>
<b>6. RELATIONS BETWEEN THE PARTIES .....</b>	<b>11</b>
<b>7. RISK DISCLOSURE .....</b>	<b>13</b>
<b>8. PERSONAL DATA PROCESSING .....</b>	<b>13</b>
<b>9. CLAIMS AND DISPUTES RESOLUTION PROCEDURE .....</b>	<b>14</b>
<b>10. TERM AND TERMINATION OF THIS AGREEMENT .....</b>	<b>14</b>



## Public Offer Agreement

This Public Offer Agreement, hereinafter referred to as the "**Agreement**," governs the terms and rules for the provision of the service "San José, San Jose, Mata Redonda, Las Vegas neighborhood, blue building diagonal to La Salle. Corporate number: 3-102878317," presented on the Internet at the address: <https://byfal.io/> . This **Agreement** is accepted in electronic form and does not require signatures from the parties.

Opening a **Client Profile** on **the Company's official website** signifies the automatic acceptance by the Client of all the provisions of this **Agreement**. **The Agreement** remains in effect until terminated by either party.

### 1. Terms and Definitions

**Client Cabinet:** A workspace created in the web interface, used by **the Client for trading and non-trading operations**, and for entering personal information.

**Client:** Any person over the age of 18 who uses **the Company's** services in accordance with this **Agreement**.

**Company:** A legal entity referred to as "Byfalio Groupeliability," providing arbitration operations involving cryptocurrency contracts with leverage in accordance with the provisions of this **Agreement**.

**Non-Trading Operation:** Any operation related to depositing necessary funds to the **Client's trading account** or withdrawing funds from the trading account. For non-trading operations, **the Company** uses cryptocurrency blockchain systems selected at its discretion and linked to the relevant interface in **the Client's personal cabinet**.

**Client Profile:** Personal data about **the Client** provided by **the Client** themselves during registration in **the Client Cabinet** and stored **on the Company's** secure server.

**Trading Account:** A specialized account on **the Company's** server that enables **the Client** to conduct trading operations.

**Trading Operation:** Arbitration operation for buying and selling trading contracts performed by **the Client** using the trading terminal in **the Client's Cabinet**.

**Trading Server:** A server owned by **the Company** with specialized software installed on it, used for conducting trading and non-trading operations of **the Clients** and tracking the statistics of these operations.

**Trading Terminal:** A specialized interface located in the Client's Cabinet, connected to the Company's trading server, through which the Client carries out trading operations.

## 2. General Provisions

**2.1.** The service provided by **the Company** is an Internet service that **uses the Company's official website** and its trading server for conducting trading operations. The use of the service presupposes the presence of a stable and reliable Internet connection on **the Client's side**.

**2.2.** In its activities, **the Company** complies with existing legislative norms regarding antimoney laundering and combating the financing of terrorism. **The Company** requires the correct input of **the Client's personal data** and reserves the right to identify the **Client's identity** using the available means, including:

**2.2.1.** Uploading scanned copies of documents verifying **the Client's identity** and residential address into **the client's profile**;

**2.2.2.** A phone call to **the Client** using the provided phone number;

**2.2.3.** Other means necessary at **the Company's discretion** to confirm **the Client's identity** and financial activity.

**2.3.** Regardless of **the Client's legal status** (individual or legal entity), **the Client** is prohibited from having more than one active trading account with **the Company**. **The Company** reserves the right to terminate **this Agreement** or reset the results of trading operations in case of detecting an attempt to re-register **the Client's profile** in **the Client Cabinet** or cases of using multiple trading accounts by **the same Client**.

**2.4.** **The Client's profile** is registered in the secure area of **the Company's official website** in **the Client Cabinet**. **The Company** ensures compliance with the confidentiality requirements of all **the Client's personal data** in accordance with the provisions of **Section 8 of this Agreement**.

**2.5. The Client** is responsible for the safety of the key data received from **the Company** for accessing **the Client Cabinet**. In case of losing access to **the Client Cabinet**, **the Client** must immediately notify **the Company** to block funds on their trading account.

**2.6.** When **the Client** registers **their Client Profile**, **the Company** automatically provides them with a **Trading Account** on which all trading and non-trading operations are conducted.

**2.7. The Company** provides quoting for **Clients** using its own paid quotation sources, processing the quotation flow according to the liquidity needs of the contracts opened by **the Clients**. Quotes from any other companies, as well as quotes taken from other, even paid, quotation sources, cannot be taken into account in considering disputed situations.

**2.8. The Company** provides **the Client** with a specially prepared web interface (trading terminal) for their trading operations within **the Client Cabinet**.

**2.9. The Company** prohibits **the Client** from engaging in any type of fraud that may be considered by **the Company** as actions aimed at deriving profit using services not provided by **the Company** or actions exploiting vulnerabilities in the system, speculation on bonuses, collusion trading by a group of individuals, including but not limited to hedging trading operations from different accounts, speculation on assets with problematic volatility, etc. In this case, **the Company** reserves the right to terminate this Agreement or reset the results of trading operations.

**2.10. The Company** reserves the right to terminate **this Agreement** or suspend any communications with **the Client** in cases of detecting unfair treatment of **the Company** as a whole and the services provided, including but not limited to insulting employees and partners of the company, defamation, publication of false information about the company, negative reviews, attempted blackmail or extortion by **the Client**.

**2.11. The Company** reserves the right to prohibit **the Client** from copying the trading operations of other traders in case of detecting speculations and other abuses **at the Company's discretion**.

**2.12. The Client** agrees to comply with the legislation of the country in which they conduct their activities.

**2.13. The Client** acknowledges and accepts responsibility for paying all taxes and fees that may arise as a result of trading operations.

**2.14. The Company** reserves the right to restrict the availability of offered features and services, as well as motivational benefits, at its discretion without the need to provide any explanations **to the Client**.

### 3. Procedure for Non-Trading Operations

**3.1. Non-trading operations** include operations of depositing funds to **the Client's trading account** and withdrawing funds (deposit and withdrawal). All such operations are final (non-reversible) after their full processing and crediting.

**3.2. Non-trading operations** are carried out by **the Client** using the functionality of **the Client Cabinet**. **The Company** does not conduct non-trading operations using regular means of communication (email, live chat, etc.).

**3.3.** When performing non-trading operations, **the Client** is allowed to use exclusively their personal cryptocurrency assets located in their personal wallets, exchanges, and other blockchain systems owned by **the Client**, the origin history of which can be verified.

**3.4.** The currency of the trading account is Tether USDT. The balance of funds in **the Client's trading account** is displayed in this currency. The currency of the trading account cannot be changed. When **the Client** deposits funds into their trading account, the amount of the deposit is automatically converted from the asset used by **the Client** to the currency of the trading account. The same operation occurs during the processing of fund withdrawals.

**3.5.** If there is a need for currency conversion, **the Company** uses the current conversion rate on the platform <https://coinmarketcap.com/> at the time of **the non-trading operation**.

**3.6. The Company** establishes the following minimum amounts (unless otherwise specified) for conducting non-trading operations:

- **Deposit** to the trading account - 10 USDT;
- **Withdrawal** from the trading account - 20 USDT.

**3.7.** In case **the Client** uses different wallets to deposit funds into the trading account, withdrawals will be made in the same proportion as the deposits were made. In this case, the trading profit may be split between different wallets. If **the Company** is unable to process withdrawals to **the specified Client's details**, **the Company** must **inform the Client** to change the selected payment systems or wallets.

**3.8.** If **the Client** uses any blockchain systems to deposit funds into the trading account, **the Client** agrees that **the Company** may store the details, transaction hashes for the purpose of preserving the account history. Upon **the Company's request**, **the Client** must provide confirming scans/photos/videos of wallets used to deposit funds to the Trading Account for verification purposes and thereby waive any claims against **the Company** regarding the deposited funds.

**3.9.** In order to comply with generally accepted legislative norms and protect **the Client's funds**, withdrawals are made in Tether USDT within one of the available networks at the time of withdrawal.

**3.10.** **The Company** does not allow the use of its provided service as a means of deriving profit from non-trading operations or by any means other than direct use of the service provided.

## 4. Procedure for Trade Operations

**4.1. Trade operations** include arbitrage operations for the sale and purchase of contracts for the trading instruments provided by **the Company** for trading. These operations are carried out through the trading terminal provided by **the Company** within **the Client's Cabinet**. The processing of all clients' trade operations is performed by **the Company** using its available trading server with appropriate software.

**4.2. The Company** provides quoting in the trading terminal, indicating the price in a unique quotation called **Plost**, which is calculated using the formula:

$$P_{lost} = P_{bid} + (P_{ask} - P_{bid}) / 2$$

Where: **Plost** - the price used for trade operations and for opening and closing contract transactions. **Pbid** - the Bid price provided to **the Company** by its liquidity source. **Pask** - **the Ask** price provided to **the Company** by its liquidity source.

**4.3.** Trade operations on **the Company's trading server** are also conducted at the **Plost** price. **The Company** allows the execution of trade operations and provides quoting roundthe-clock.

**4.4. The Company** uses the "**Market execution**" quoting technology for trade operations and executes a transaction at the price that exists **on the Company's trading server** at the time of processing **the Client's order**, in the order of clients' requests. The maximum price deviation indicated in **the Client's trading terminal** from the price existing on **the Company's trading server** does not exceed the value of two average spreads for the respective trading instrument during periods corresponding to the value of the average statistical volatility for that instrument.

**4.5.** Trade operations are only possible after **the Client's** registration within **the Client's Cabinet** and the creation of **the Client's Profile** with subsequent funding of their trading account.

**4.6.** Trade operations involve the funds deposited by **Clients** into their trading accounts or the credit funds provided by **the Company** to the Clients based on the terms specified on **the Company's official website**.

**4.7.** **The Company** reserves the right to refuse **the Client** to conduct a trade operation if, at the time of **the Client's decision** to open a contract, **the Company** does not have sufficient liquidity for the trading instrument chosen by **the Client** at the expiration of the contract term set by **the Client**. In this case, after clicking the appropriate button in the trading terminal, **the Client** receives a corresponding notification.

**4.8.** The size of the premium paid to **the Client** in case of a positive outcome of the trade operation is determined by **the Company** as a percentage relative to the deposit amount determined by **the Client** at the time of concluding the contract using the appropriate element of the trading terminal interface.

**4.9.** Within the service provided by **the Company**, **Clients** are offered to buy, sell contracts, or refrain from participating in operations. Depending on the method of buying or selling contracts, they belong to different classes.

**4.10.** **The Client** has the ability to hold any number of trade operations of any available contract class on their trading account simultaneously, with any expiration period. However, the total volume of all newly opened trade operations by **the Client** cannot exceed the balance indicated in the trading terminal.

**4.11.** **The Company** implements the following mandatory mechanism for conducting **trade operations** for "High - Low" class contracts:

**4.11.1.** Using the trading terminal provided within **the Client's Cabinet**, **the Client** determines the parameters of the trade operation: trading instrument, contract expiration time, trade volume, and contract type ("Long" or "Short"). The price displayed in **the Client's** trading terminal is the **Post** price.

**4.11.2.** Depending on the existing liquidity volumes from liquidity providers at the moment, the contract's profitability in percentage in case of a positive outcome and the maximum trading leverage are determined. The profitability level is set for each specific trade operation and is displayed in the corresponding window of **the Client's trading terminal**.



**4.11.3.** When **the Client** clicks the "Long" or "Short" button in the trading terminal, the parameters defined by **the Client** for the trade operation are fixed and transmitted to **the Company's trading server**. The trading server receives the request from **the Client's trading terminal** and queues it for processing. At this moment, **the trading account of the Client** records the collateral amount for contract execution based on the volume set by **the Client**.

**4.11.4.** When **the Client's** request is processed from the queue, the trading server reads the main parameters of the trade operation and executes the operation at the price existing at that moment on **the Company's server**, recording this operation in the server's database. Trade operations are thus processed using the "Market execution" technology.

**4.11.5.** The processing time depends on the quality of the connection between **the Client's trading terminal** and **the Company's trading server**, as well as the market situation with the asset. Under normal market conditions, the processing time of **the Client's** request is usually 0 to 4 seconds. In market conditions different from normal, the processing time of client requests may be increased.

**4.11.6.** When the contract's expiration time occurs, a comparison is made between the entry price into the contract and the closing price. The following algorithm is then applied:

**4.11.6.1.** For "Long" contracts:

If the closing price of the contract exceeds the opening price (strictly,  $P_{\text{opening}} < P_{\text{closing}}$ ), the contract is considered executed. **The Client's trading account** is credited with the previously fixed collateral amount, and a premium is awarded for the execution of this contract in accordance with the amount indicated in **the Client's trading terminal** when they pressed the "Long" button.

If the closing price of the contract is less than the opening price (strictly,  $P_{\text{opening}} < P_{\text{closing}}$ ), the contract is considered not executed. The previously fixed collateral amount is debited from **the Client's trading account**.

#### 4.11.6.2. For "Short" contracts:

If the closing price of the contract is less than the opening price (strictly,  $P_{opening} < P_{closing}$ ), the contract is considered executed. **The Client's** trading account is credited with the previously fixed collateral amount, and a premium is awarded for the execution of this contract in accordance with the amount indicated **in the Client's trading terminal** when they pressed the "Short" button.

If the closing price of the contract is greater than the opening price (strictly,  $P_{opening} < P_{closing}$ ), the contract is considered not executed. The previously fixed collateral amount is debited from **the Client's trading account**.

#### 4.11.7. **The Company** has the right to cancel or review the results of **the Client's trade operation** in the following cases:

- **The trade operation** was executed based on a non-market quote.
- Unauthorized bots or other software were used to perform **trade operations**.
- Software malfunctions were detected on **the trading server**.
- **Synthetic trade operations** (locks) on option contracts may be declared invalid in case of explicit signs of abuse.

**4.12. The Client** is prohibited from abusing trades involving one or more illiquid pairs within a few pips. Such trading behavior will be considered a violation of this **Public Offer Agreement**. In the event of detecting such trading activities, **the Company** reserves the right to annul the results of conducted transactions. In the case of repeated abuses, **the Company** reserves the right to block **the Client's** account without the possibility of recovery.

## 5. Quotations and Information

**5.1.** The price offered in **the Company's trading platform** is used for trade operations. The trading conditions for instruments are specified in the contract specifications. All questions related to determining the current market price levels are within the sole competence of **the Company**, and their values are uniform for all clients of **the Company**.

**5.2.** In case of an unplanned interruption in the quotation flow of the trading server caused by hardware or software failure, **the Company** reserves the right to synchronize the quotation database on the server serving **Clients** with other sources. These sources can be, in priority order:

A. The liquidity provider's quotation database;

B. The quotation database of an information agency.

**5.3.** In the event of a profit calculation failure for a contract/instrument due to incorrect triggering of the trading platform's software and/or hardware, the Company may:

A. Delete a trade operation opened as a result of the error;

B. Adjust an erroneously executed trade operation according to the current values.

**5.4.** The method of adjusting or changing the size, price, and/or quantity of trade operations (and/or the level or size of any order) is determined by **the Company** and is final and binding for **the Client**. **The Company** undertakes to inform **the Client** about any adjustments or similar changes as soon as it becomes possible.

## **6. Relations between the Parties**

**6.1.** **The Client** has no right to request any trading recommendations or other information motivating trade operations from **Company** representatives. **The Company** commits not to provide **the Client** with any recommendations directly motivating **the Client** to conduct any trade operations. This provision does not apply to the issuance of general trading strategy recommendations by **the Company**.

**6.2.** **The Client** guarantees **the Company** protection against any obligations, expenses, claims, damages that may arise directly or indirectly from **the Client's inability** to fulfill its obligations to third parties, both in connection with its activities **in the Company** and outside of it.

**6.3.** **The Company** is not an Internet access service provider and cannot assume responsibility for the performance of any obligations in case of any failures in communication channels or other communications.

**6.4.** **The Client** must provide copies of documents certifying their identity and actual address, as well as comply with any other verification requirements determined by **the Company** upon their request.

**6.5.** **The Client** undertakes not to disseminate any information about **the Company** in any mass media (internet forums, blogs, newspapers, radio, television, including but not limited to) without prior approval of the content from its official representative.

**6.6.** The Company reserves the right to change this Agreement in whole or in part without prior notice to the Client. The current Agreement can be found on the Company's official website, and the revision date is indicated in the corresponding section.

**6.7.** The Company is not liable to the Client for any losses or damages incurred by the Client as a result of using the service provided by the Company. The Company does not compensate for moral damages or lost profits unless otherwise specified in the text of this Agreement or other Company documents.

**6.8.** The main method of communication between the Company and the Client is the support service on the Company's website, which does not release the Company from the obligation to provide necessary support to Clients using other means and methods of communication listed on its official website.

**6.9.** The Company provides the following procedure for settlements with Clients:

**6.9.1.** Replenishment of clients' trading accounts with funds for trading is mainly carried out automatically, without the involvement of the Company's personnel. In exceptional cases, when failures occur in the software of intermediaries involved in crediting funds, the Company at its discretion may manually credit funds to clients' trading accounts. When requesting manual funds crediting to the trading account, the Client must provide the date and time of the funds transfer, the name of the payment method, the transaction identification number, and the sender and recipient wallet numbers.

**6.9.2.** Withdrawal of funds from clients' trading accounts is only carried out manually after the Client fills out the corresponding form in the Client's Cabinet. The Client cannot withdraw an amount exceeding the available balance in their trading account. When the Client submits a withdrawal request, the withdrawn amount is debited from the free funds in the Client's trading account. The actual fund transfer is executed within a period not exceeding three business days. If necessary, the Company reserves the right to extend the processing time of a withdrawal request to 14 business days, notifying the Client in advance.

## 7. Risk Disclosure

**7.1. The Client** acknowledges the following types of risks:

**7.1.1.** General risks associated with investments, including the potential loss of invested funds due to trading operations. Such risks are not subject to government insurance and are not protected by any legislative acts.

**7.1.2.** Risks related to the provision of **trading operations** in the "online" mode. **The Client** understands that their operations are facilitated through an electronic trading system and are not directly related to any existing global trading platforms. All communications are conducted through communication channels.

**7.1.3.** Risks associated with the use of blockchain systems and the erroneous sending of funds to the wrong network.

**7.2. The Client** acknowledges that they cannot invest in their trading account funds, the loss of which would significantly worsen their quality of life or create problems with third parties.

## 8. Personal Data Processing

**8.1. The Company** processes **Clients' personal data** in accordance with practices generally accepted in the world.

**8.2. The Company** ensures the security of **Clients' personal data** as entered by **the Client** in the registration forms on **the Company's official website** and inside **the Client's Profile**. **The Company** keeps this data on a secure server and does not disclose it to anyone, except in cases of official requests from competent government authorities.

**8.3. The Client** has the right to change personal data in their **Client Profile**, except for personal data that can only be changed upon **the Client's personal request** to **the Company's support service** after identification.

**8.4. The Company** uses "cookies" technology to collect statistical information when working with **the Company's website**.

**8.5. The Company** has an affiliate program but does not provide partners with any personal data about referred clients (referrals).

## 9. Claims and Disputes Resolution Procedure

**9.1.** All disputes between **the Company** and **the Client** are resolved through negotiations and correspondence.

**9.2.** **Client** claims arising from the performance of **this Agreement** are accepted for consideration by **the Company** within a period not exceeding five business days from the date of the dispute, only in written form via email [support@byfal.io](mailto:support@byfal.io).

**9.3.** **The Company** must consider **the Client's** claim within a period not exceeding 14 business days from the date of receiving a written claim from **the Client**, and notify **the Client** of the results of the claim consideration by email.

**9.4.** In the event of a positive resolution of **the Client's claim**, **the Company** does not compensate **the Client** for lost profits or moral damages. **The Company** makes a compensatory payment to **the Client's Trading** account or cancels the result of the contested **Trading operation**, restoring the balance of **the Client's Trading** account to the state that would have been if the contested **Trading operation** had not been conducted. This does not affect the results of **other Trading** operations on **the Client's Trading** account.

**9.5.** The compensatory payment is credited to **the Client's Trading** account within one business day after a positive resolution of **the Client's claim**.

**9.6.** In the event of a dispute not covered by **this Agreement**, **the Company**, when making a final decision, follows the norms of generally accepted international practices and principles of fair dispute resolution.

## 10. Term and Termination of this Agreement

**10.1.** **This Agreement** comes into force from the moment **the Client** first accesses their profile at <https://byfal.io/register> (**Client Profile registration**) and remains valid indefinitely.

**10.2.** Either **Party** may unilaterally terminate **this Agreement**:

**10.2.1. The Agreement** is considered terminated at the initiative of **the Client** within seven business days from the moment of closing **the Client Profile** in the **Client Cabinet** or from the receipt of written notification from **the Client** to **the Company** containing a statement of termination of the Agreement, provided that **the Client** has no outstanding obligations under **this Agreement**. The notification of Agreement termination should be sent by **the Client** to the email address [support@byfal.io](mailto:support@byfal.io).

**10.2.2. The Company** has the right to unilaterally terminate **the Agreement** with **the Client** without explaining the reasons. In this case, **the Company** undertakes to fulfill financial obligations to **the Client** within 30 business days, existing at the time of termination of **the Agreement**, provided that **the Client** has no outstanding obligations under **this Agreement**.

**10.2.3. The Company** has the right to unilaterally terminate the Agreement without prior notice to **the Client** in case **the Client** violates one or more conditions of **this Agreement**.

**10.3.** The effect of **this Agreement** is considered terminated for **the Parties** from the moment of full performance by **the Client** and **the Company** of mutual obligations for previously conducted **Non-trading operations** and the settlement of all debts of each **Party** to **the Agreement**, provided that **the Client** has no outstanding obligations under **this Agreement**.

In the event of early termination of **the Agreement by the Company**, the results of **Trading Operations** will be accounted for and executed at the discretion of **the Company**.