

# MCAFEEMAGIC.COM

## Terms of Use

Last updated: **June 1, 2019**

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY. BY CLICKING THE "REGISTER" BUTTON, OR BY ACCESSING, OR USING THE MCAFEEMAGIC.COM'S SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

### **Website Terms of Use**

This website is operated by McAfeeMagic.com (referred to on this site as "the Company", "McAfeeMagic.com", "MM", "we", "us" or "our"). Your use of this site is governed by these Terms of Use. By accessing and browsing this site and any of our applications, including mobile, you agree to be bound by these terms. We make this site available to you in order to provide information about our products and services and enable you to purchase these products and services from us online. These Terms constitute the entire agreement between the parties.

### **1. Conditions of Access – Rights to Use Site**

1.1: You agree to be responsible for, and will ensure that all emails, usernames, passwords, and 2FA information required to access the Website are kept secure and confidential. You will immediately notify us of any unauthorized use of your passwords or any other breach of security, in which case you will reset your password. You agree to accept responsibility for all activities that occur under your account or password.

You understand that no company representative will EVER ask you for your password or 2FA information, and if anyone does, it is likely a fraudulent attempt to gain access to your account. You will not disclose that data, and you will inform a company representative immediately if asked for it.

1.2: When accessing and using the Service, You must:

- a) not attempt to undermine the security or integrity of McAfeeMagic.com's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- b) not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- c) not attempt to gain unauthorized access to the computer system on which the Website is hosted or to any materials other than those to which you have been given express permission to access;
- d) not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation

of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);

- e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.
- f) not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- g) not attempt to use any blog or chat forum (e.g. Telegram, Twitter, etc.) to misrepresent, or fraudulently misrepresent yourself in any way to other Members, or potential Members, or to the Company, for example, but not limited to,
- h) using multiple usernames;
- i) falsely misrepresenting yourself to blog/chat members as a Company Community Support Admin;
- j) approaching said individuals via Private Message (PM) to defraud another, such as offering tokens in a private sale transaction, offering to unlock Company accounts for a fee, asking for a Member's account information, or to engage with another such individual in any activity that would result in a financial loss to them, others, or the Company; Doing so will result in immediate account closure and seizure of all the accounts digital property for restitution.

1.3: Use of the Service may be subject to limitations, including but not limited to transaction volumes, new Site/Bot/IE rules that may affect trading, and the number of calls permitted to be made against McAfeeMagic.com's application programming interface. Any such limitations will be advised. McAfeeMagic.com is not liable for such limitations.

1.4: By registering as a Member you represent and warrant:

- a) that you have accepted the Terms; and
- b) that you are at least 18 years of age and have the capacity to accept the Terms;
- c) that you are the legal owner of the funds you attach to your account with McAfeeMagic.com and that the same funds derive from a legitimate source;
- d) that using the Company's services does not constitute a breach of your home jurisdictions' laws; which include the United States (All states including the states of Colorado, New York and Texas.)
- e) that you are aware of the risks in using the services provided by McAfeeMagic.com. These risks include, but are not limited to, a) under certain market conditions you may find it difficult or impossible to gain profits, b) limit orders may not get filled, c) McAfee Magic bots may perform bad, d) none or few shadow trades may present themselves, resulting in less than expected results, e) Company does not provide guarantees of income

- f) that you will not be involved or initiate any form of market manipulation, including spoofing orders, price manipulation or Bot prices, or otherwise do so with any product offered on the site;
- g) that you will abide by the trading rules posted on the website and specifically in the “Announcement” and “Deposit” tabs;
- h) that you will only own 1 McAfeeMagic.com account unless fully disclosed by you, and expressly permitted by the Company;
- i) that the information or documents you provide as part of any ID verification process are correct, genuine and up-to-date;
- j) that you will not use our Services for, support, or otherwise engage in any illegal activities, fraud, money laundering, terrorist activities, or other illegal activities;
- k) that any withdrawal address you provide is your own and that you have full control over this address;
- l) that you agree to pay McAfeeMagic.com the fees applicable for trading, use of McAfee Magic Bots, and utilizing the Services provided by the Company;
- m) You agree when trading, margin trading or using company provided bots that all profits or loss are of your own accord and cannot be reimbursed or compensated by McAfeeMagic.com.

1.5: McAfeeMagic.com reserves the right at any time to verify your identity for the purposes of complying with international Anti-Money Laundering laws.

1.6: As we implement Customer Due Diligence (CDD) requirements, you agree to cooperate with us in this process. You will provide all documentation/information that we may require to satisfy ourselves of your identity and the purpose of the business relationship.

1.7: You may use this site only for the purposes for which it is provided. You must not use this site for fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this site. Any violation will result in Company’s immediate termination of your account, banning the account owner from Website, blogs and chats, and seizing all of the account’s digital property at Company’s discretion. Some violations are, but not limited to:

- a) **Multiple accounts** for the purpose of defrauding, price manipulation, circumventing trading rules or bans, soliciting or abusing McAfeeMagic.com’s services.
- b) **Threats** towards McAfeeMagic.com Staff, including chat forum Admins.

1.8: We may freeze any Account in the event that we suspect or have reason to believe you are engaged in suspicious trading or other activity hurtful to the platform, members or have breached any of the herein stated warranties or Terms. We expressly exclude any losses or profits you would have made as a result of us closing your trade positions or you not being able to trade on McAfeeMagic.com, and you agree to indemnify us completely against any third party action resulting from your conduct or us having to close your positions. While your account is frozen, we will conduct an investigation, and may require

you to cooperate with our inquiries. During the account freeze and investigation stages you will not be able to place any trades with McAfeeMagic.com. At the end of the investigation we may, at our own discretion, decide to close your Account for which we are not required to provide you with any reasons for the same.

1.9: We reserve the right at our own discretion to close your Account without notice.

1.10: It is your responsibility entirely to provide us with correct details including your registered wallet address used for deposits. We accept no liability resulting in you not receiving ARB gas or any digital property, deposited or withdrawn, due to you providing incorrect or out-of-date details. You understand that using the incorrect registered wallet address on our site for deposits, or sending to the deposit contract address, results in the tokens/funds being lost. You also understand that each Member account must have its own separate registered wallet address, and that no two Member accounts may share the same external wallet address, or tokens and digital property sent to and from that wallet will be lost. The Company may, at its sole discretion, attempt to recover those lost funds for a fee of up to 10%. It is also your responsibility to ensure transactions sent to us are well-formatted and denominated in the correct currency. McAfeeMagic.com excludes all liability for any incorrect transactions, including trading transactions on the internal exchange.

1.11: It is our responsibility to maintain an orderly market and as such we may at our own discretion halt trading or make changes on the Website/Exchange due to market disruption or other relevant external events. We exclude all liability for any claimed losses or profits lost as a result of halting trading.

## **2. Age Restrictions**

This site contains adult content registration. Participation on the Website is restricted to those individuals over 18 years of age, and who are fully able and competent to enter the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on the Website, you affirm that you are over 18 years of age and have the authority to enter the terms herein. If you are under 18 years of age, do not use the Website.

## **3. Intellectual Property Rights**

3.1: All intellectual property rights relating to all the material used on the Website including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs to McAfeeMagic.com. All rights are reserved.

3.2: You acknowledge that, except as otherwise agreed between the parties in writing, all intellectual property rights of McAfeeMagic.com and the Website shall remain with McAfeeMagic.com.

3.3: By submitting content to any public area of the Website, including blogs, message boards, and forums, you grant McAfeeMagic.com a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

3.4: By submitting any content to the Website you warrant that you are entitled to and have all necessary intellectual property rights over that content.

#### **4. Right to Use Site Content**

You may reproduce, copy and distribute the content of this site provided you only use that content for informational, non-commercial purposes and any reproduction includes a prominent acknowledgment of the Company's rights in the relevant content. You may not reproduce, copy or distribute the content on this site for any other purpose or in any other way without the Company's prior written consent.

#### **5. Privacy Policy**

McAfeeMagic.com may place information concerning you in a database of internal use. We may disclose your personal information to third parties when

- a) we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets in order to continue the services for which you have contracted;
- b) we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce you to apply our Terms and other applicable agreements
- c) we conduct or cooperate in investigations of fraud or other illegal activity or when we receive a lawful subpoena, warrant & court ordered documents.
- d) order, or as otherwise required by law.

The site may use cookies to better the user experience while visiting. If you wish to deny the use or saving of cookies from this Website onto your computer's hard drive you should take necessary steps within your web browser's security settings to block all cookies from this Website.

#### **6. Third Party Websites**

6.1: McAfeeMagic.com links to third party websites that are not affiliated or associated with us (although McAfeeMagic.com branding, advertisements or links may appear on these websites) and McAfeeMagic.com may send e-mail messages to you containing advertisements or promotions including links to third parties. McAfeeMagic.com makes no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your interest and convenience. McAfeeMagic.com does not monitor or investigate such third party websites, and McAfeeMagic.com accepts no responsibility or liability for any loss arising from the content or accuracy of this material. Any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of McAfeeMagic.com.

6.2: Under no circumstances are you to create a hyperlink to any of the pages on our Website, unless McAfeeMagic.com provides you with its prior consent to do so. If you do create a link to any of the pages on the Website, you acknowledge that you are responsible for all direct or indirect consequences of the link, and you indemnify McAfeeMagic.com for all loss, liability, costs or expense arising from or in connection with the link.

We may change the content, rules or conditions on this site at any time without prior notice.

## **7. Warranties and Representations**

7.1: You acknowledge that:

- a) You are authorized to access and use the Website. In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize McAfeeMagic.com's services;
- b) If you are using the Website on behalf of or for the benefit of any organization, then it is assumed that you have the right to do so. That organization will be liable for your actions including any breach of these Terms, not McAfeeMagic.com;
- c) Your use of the Website and the Service is at your own risk. You agree that McAfeeMagic.com is not liable for any damage or harm arising out of your use of the Website and Service;
- d) The information provided on the Website is for general information purposes only and is given in good faith. However, the information is selective and McAfeeMagic.com may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further inquiry. The information should not be construed as a recommendation to trade or engage the Service provided by McAfeeMagic.com in a particular manner; and
- e) McAfeeMagic.com does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. McAfeeMagic.com is not in any way responsible for any such interference that prevents your access or use of the Website and the Service.

7.2: McAfeeMagic.com gives no warranty about the Website. Without limiting the foregoing, our Company does not warrant that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded so far as is permitted by law including, without limitation, warranties of merchant ability, fitness for purpose, title and non-infringement.

7.3: You warrant and represent that you are acquiring the right to access and use the Website and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website or these Terms.

## **8. Service performance**

8.1: McAfeeMagic.com denies all liability for the timely operation of the Website when used within an Internet environment, where you or a third party is providing the computer equipment upon which the product is depending upon for any part of its functionality.

8.2: By using this service you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of McAfeeMagic.com. You accept that our Company is not liable for any perceived slow operation of the Website.

8.3: By using this service you accept that all trade executions and BOT transactions resulting gains or losses are final and irreversible.

8.4: By using this service you accept that McAfeeMagic.com reserves the right to cancel any trades at any time regardless of the profit or loss position.

8.5: McAfeeMagic.com does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site.

## **9. Indemnification**

You agree to indemnify and hold harmless McAfeeMagic.com, its contractors, and its licensors, and their respective directors, officers, employees, forum administrators, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site.

## **10. Limitation of Liability**

To the extent permitted by law:

10.1: All warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limitation, suitability, fitness for purpose, accuracy or completeness of this site or the content on or accessed through it; and

10.2: McAfeeMagic.com, its suppliers or licensors will not be liable for any damages, losses or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this site or the content on or accessed through it.

## **11. Calculations**

All calculations performed by the McAfeeMagic.com algorithms and trading engine and as verified by McAfeeMagic.com are final. As noted in clause 6.1, McAfeeMagic.com does not warrant that the use of the Website will be uninterrupted or error free.

## **12. Termination & Remedies for Breach of these Terms by You**

12.1: McAfeeMagic.com reserves the right to seek all remedies available at law and in equity for violations of these Terms, including without limitation, the right to restrict, suspend or terminate your account or deny you access to the Website and forum chats without notice; and

12.2: McAfeeMagic.com shall be entitled to disclose your user identity and personal details if required or requested by a court of law, governmental agency or any other law enforcement authority in such circumstances as MMITraing.co in its sole discretion considers reasonably necessary or appropriate.

### **13. Absence of Waiver**

Any failure or delay by McAfeeMagic.com to enforce any of the Terms or to exercise any right under the Terms will not be construed as a waiver to any extent of our rights.

### **14. Force Majeure**

We will not be responsible for any delay or failure to comply with our obligations under these Terms of Service if the delay or failure arises from any cause which was beyond our reasonable control including acts of public unrest, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority. This does not affect any of your statutory rights.

### **15. Feedback**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding McAfeeMagic.com or our Services that you provide, whether by email, posting through our Services, blog, chats, or otherwise. Any Feedback you submit is non-confidential and shall become the sole property of McAfeeMagic.com. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website, blog or chat, if, in our opinion, your post does not comply with the content standards set out in this section.

### **16. Survival**

Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by McAfeeMagic.com of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law.

### **17. Governing Law, Language, and Translations**

the Terms are governed by and construed in accordance with English common law. These terms of use and any matters or disputes connected with this site will be governed by Singapore laws and will be dealt with in Singapore courts. Reproduction of the images and text on this site for any other purposes is prohibited. All images and textual content on this website is copyright © McAfeeMagic.com. You agree that these Terms, our Privacy Policy, and other notices posted through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any

conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

#### **18. Amendments**

We may amend these Terms of use from time to time, so you should check and read these Terms of Use regularly. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended terms of use.