Terms of Use

The agreement governing use of the Tenxex trading interface integrated with Binance's API.

Document	TENXEX-LEG-001 – Platform Terms of Use
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Issued by	Tenxex Exchange Corp. (“Tenxex”, “we”, “us”, “our”), registered in the British Virgin Islands, registered office at 2nd Floor, Ritter House, Wickham's Cay II, Tortola, British Virgin Islands
Operating model	Tenxex Exchange Corp. operates a customer-facing trading interface integrated with Binance’s API. Binance provides the underlying trading infrastructure, liquidity, execution, KYC/AML and, where applicable, custody. Tenxex Exchange Corp. receives an agreed commission based on transaction activity generated through the platform
Partner programme	Binance Partner Programme, governed by the partner agreement between Tenxex Exchange Corp. and Binance
Authorisations	Tenxex Exchange Corp. is registered in the British Virgin Islands. Any applicable regulatory licences or registrations should be stated here only where actually obtained
Website	tenxex.com
Document owner	Legal and Compliance, Tenxex Exchange Corp.
Review cycle	Annually, or upon material regulatory or operational change

IMPORTANT. Tenxex Exchange Corp. is not an exchange, broker-dealer counterparty or custodian. It operates a customer-facing trading interface integrated with Binance's API. Binance provides the underlying trading infrastructure, liquidity, execution, KYC/AML and, where applicable, custody. Your trading account, your assets and your verified identity are held with Binance, under Binance's own terms. You must read and accept those terms separately. Crypto-assets are high-risk and you may lose everything you commit.

1. Introduction and Acceptance

1.1 These Terms of Use (the **Terms**) govern access to and use of the websites, applications, dashboards, trading interface and related technology operated under the Tenxex brand (the **Platform**) by Tenxex Exchange Corp. (**Tenxex**, **we**, **us**).

1.2 By registering for a Platform profile, connecting a Binance account, or submitting any Instruction through the Platform, you (the **User**, **you**) confirm that you have read, understood and agree to be bound by the Terms.

1.3 **Dual acceptance.** The Platform cannot be used without an active Binance account. Your trading, account and asset relationship is with Binance and is governed exclusively by Binance's own Terms of Use, privacy notice, fee schedule, listing rules and policies (together, the **Binance Terms**). You must read and accept the Binance Terms directly with Binance. Nothing in these Terms varies, overrides or supplements the Binance Terms, and in the event of any conflict concerning trading, account status, verification, asset custody, deposits or withdrawals, the Binance Terms prevail.

1.4 The following documents form part of the Terms: the Privacy Policy; the Risk Disclosure Statement; the AML, Sanctions and Financial Crime Policy; the Complaints Handling Policy; and the Fee and Remuneration Disclosure.

1.5 If you do not accept the Terms, or the Binance Terms, you must not use the Platform.

2. Definitions

Term	Meaning
API Key	The programmatic credential issued to you by Binance and connected by you to the Platform, together with its permission scope and any restrictions applied to it.
Binance	The Binance entity with which you hold your account and which provides the trading infrastructure, liquidity, execution, verification and, where applicable, custody underlying your activity.
Instruction	Any order, cancellation, amendment or other request submitted by you through the Platform for onward transmission to Binance.
Interface Services	The technology services Tenxex provides: the user interface, order entry and routing to Binance's API, portfolio and analytics displays, notifications, reporting views and user support.
Profile	Your registration on the Platform, which is an interface profile only and is not a trading account, wallet or ledger of assets.
Commission	The remuneration paid to Tenxex by Binance, calculated by reference to transaction activity generated through the Platform, as described in the Fee and Remuneration Disclosure.

3. What Tenxex Does and Does Not Do

3.1 **What Tenxex does.** Tenxex Exchange Corp. operates a customer-facing trading interface integrated with Binance's API. It provides the Platform, order entry and routing, portfolio visualisation, analytics, notifications, reporting views and first-line user support for the interface itself.

3.2 **What Binance does.** Binance provides the underlying trading infrastructure, liquidity, order matching and execution, customer identification and verification (KYC), anti-money-laundering and sanctions compliance in respect of your account and transactions, and, where applicable, custody of your fiat and crypto-assets.

3.3 **What Tenxex does not do.** Tenxex does not: operate an order book or matching engine; act as counterparty, market maker or dealer to your transactions; provide liquidity; hold, control, transmit or safeguard your fiat funds or crypto-assets; hold your private keys; open or close your trading account; verify your identity or determine your account limits; process deposits or withdrawals; or guarantee any execution, price or outcome.

3.4 **Remuneration.** Tenxex receives an agreed commission based on transaction activity generated through the Platform, being 30% of eligible Binance trading fees attributable to that activity, subject to the applicable terms of the Binance partner agreement. Unless a charge is expressly displayed to you before you confirm an Instruction, Tenxex does not levy a separate fee on you; the Commission is paid to Tenxex by Binance out of fees Binance has already charged, and does not increase what you pay. See the Fee and Remuneration Disclosure, including the conflicts of interest arising from volume-based remuneration.

3.5 **No advice.** Tenxex does not provide investment, legal or tax advice, does not assess suitability or appropriateness, and does not make personal recommendations. Data, analytics, watchlists, rankings and educational content are provided for information only.

3.6 **No affiliation.** Tenxex is an independent company. It is not an agent, employee, subsidiary or joint venture of Binance, and it has no authority to make any representation or commitment on Binance's behalf. Binance does not endorse the Platform. Binance names and marks are used solely to identify the infrastructure with which the Platform is integrated.

4. Eligibility and Restricted Users

4.1 To use the Platform you must be at least 18 years of age, have full legal capacity, hold an active and verified Binance account in your own name, and act on your own behalf.

4.2 You must not use the Platform if you are resident, domiciled or located in a jurisdiction on our Restricted Jurisdictions list published on the Platform, if you are subject to sanctions administered by the United Nations, European Union, United States Office of Foreign Assets Control, United Kingdom or any other applicable authority, or if Binance restricts your access to its services.

4.3 Access may be geo-restricted, and we may block access from IP addresses, devices or locations associated with restricted jurisdictions. Circumvention, including by VPN, proxy, false declaration or use of a third party's account, is a material breach.

4.4 Eligibility for the Platform does not create eligibility for Binance's services. Binance applies its own eligibility, verification and jurisdictional rules, over which we have no control.

5. Profile Registration and Your Binance Account

5.1 Registering a Profile creates access to the Interface Services only. It does not create a trading account, wallet, balance or entitlement to any asset.

5.2 You are responsible for opening and maintaining your Binance account, completing Binance's verification requirements, and complying with the Binance Terms. We cannot open, verify, restrict, unlock, fund or close your Binance account, and we cannot influence Binance's decisions in respect of it.

5.3 Information displayed on the Platform, including balances, positions, valuations, order status and history, is derived from data supplied by Binance's API and is provided for convenience only. Binance's own records are definitive. Where the two differ, you must rely on Binance's records.

5.4 You must keep your Profile credentials confidential, enable available security features, and notify us immediately at security@tenxex.com of any suspected compromise.

6. API Keys and Scope of Authority

6.1 To transmit Instructions, you connect an API Key issued to you by Binance. By connecting an API Key you authorise Tenxex to use it solely to submit, amend and cancel Instructions on your behalf and to read account and market data required to operate the Interface Services.

6.2 **Permission scope.** API Keys must be created with trading and read permissions only. You must not enable withdrawal or transfer permissions on any API Key connected to the Platform. We will refuse, and may automatically reject, any API Key that carries withdrawal permissions. Tenxex does not request, require or accept the ability to move your assets.

6.3 **Security measures.** Where Binance supports it, you should apply IP whitelisting to the API Key. API Keys are stored encrypted and are used only for the purposes in clause 6.1.

6.4 **Revocation.** You may disconnect an API Key from the Platform, or revoke it directly in your Binance account, at any time and without notice to us. Revocation takes effect immediately and will prevent further Instructions being transmitted; it does not cancel Instructions already transmitted to Binance or affect executed transactions.

6.5 You are responsible for all activity conducted through your API Key, including activity by any other application or third party to which you have disclosed it.

7. Instructions, Transmission and Execution

7.1 When you submit an Instruction, Tenxex transmits it to Binance for execution. Execution, matching, pricing, sequencing and settlement are performed entirely by Binance and are governed by the Binance Terms and Binance's trading rules.

7.2 We do not guarantee that an Instruction will be received, accepted, transmitted, executed in whole or in part, or executed at any particular price or time. Instructions may be rejected, delayed, throttled, partially filled or cancelled by Binance, including for reasons of risk limits, market conditions, account status, listing changes, API rate limits or maintenance.

7.3 **Price and slippage.** Prices shown on the Platform are indicative and sourced from Binance. The executed price may differ materially from the price displayed when you submitted the Instruction.

7.4 **Finality.** Executed transactions are final. Tenxex cannot cancel, reverse, amend or reprice a transaction, cannot recall an executed order, and cannot compel Binance to do so.

7.5 **Order types and features.** Available markets, order types, assets and features are determined by Binance and by the scope of the API integration, and may change or be withdrawn at any time without notice.

7.6 **Automation.** Where the Platform offers scheduled, recurring or rule-based Instructions, they continue to transmit until cancelled by you and may execute at unfavourable prices during volatility or data outages. You remain responsible for monitoring them.

8. No Custody, No Client Money

8.1 Tenxex does not receive, hold, control or safeguard User fiat funds or crypto-assets at any time. All assets remain in your Binance account and, where applicable, in custody arrangements provided by Binance under the Binance Terms.

8.2 Deposits, withdrawals, transfers and conversions are performed by you directly with Binance. We cannot initiate, expedite, block, reverse or recover them.

8.3 No payment of any kind should be made to Tenxex in connection with trading. Any communication purporting to request a transfer of funds or crypto-assets to Tenxex or to a member of its staff is fraudulent and should be reported to security@tenxex.com.

9. Identity Verification, AML and Sanctions

9.1 Customer identification and verification, ongoing customer due diligence, transaction monitoring, travel-rule information transmission and suspicious activity reporting in respect of your account and transactions are performed by Binance as the regulated venue, under its own programme.

9.2 Tenxex operates its own sanctions screening, geographic access controls and financial crime controls in respect of Platform access, as described in the AML, Sanctions and Financial Crime Policy. We may restrict or terminate Platform access on that basis.

9.3 You must provide any information we reasonably request for these purposes, and must comply with any information request made by Binance. Failure to do so may result in loss of Platform access and, separately, in action by Binance in respect of your account.

9.4 We may be prohibited by law from telling you that information has been reported to a competent authority.

10. Fees and Our Remuneration

10.1 Trading fees, funding fees, deposit and withdrawal charges and network costs are set and charged by Binance under Binance's own fee schedule. Tenxex has no control over them.

10.2 Tenxex receives an agreed commission from Binance calculated by reference to transaction activity generated through the Platform, being 30% of eligible Binance trading fees attributable to that activity, subject to the applicable terms of the Binance partner agreement. This remuneration is disclosed in full in the Fee and Remuneration Disclosure.

10.3 Where Tenxex charges you a separate subscription, feature or platform fee, that charge is displayed clearly before you incur it and is described in the Fee and Remuneration Disclosure.

10.4 Because our remuneration increases with transaction volume, we have a potential conflict of interest. We manage it by providing execution and information services only, by not advising or recommending, and by not designing the Platform to induce unnecessary trading. You should trade only on your own judgement.

10.5 You are solely responsible for any tax arising from your activity and for any required reporting.

11. Your Obligations and Prohibited Conduct

11.1 You must not use the Platform to:

- breach the Binance Terms, or assist any person to do so;
- engage in or facilitate money laundering, terrorist financing, sanctions evasion, fraud, tax evasion or any other financial crime;
- engage in market abuse, including insider dealing, unlawful disclosure of inside information, wash trading, spoofing, layering, ramping or other manipulative conduct;
- trade on behalf of an undisclosed third party, share access to your Profile, or use another person's Binance account or API Key;
- operate an unlicensed brokerage, money service business or nested-access arrangement through the Platform;
- circumvent geographic restrictions, rate limits, security controls or monitoring;
- scrape, reverse-engineer, stress-test or attack the Platform, or use automated systems other than through any official Tenxex interface and in accordance with its documentation;
- misrepresent your relationship with Tenxex or with Binance.

11.2 You warrant on a continuing basis that you are the sole beneficial owner of the connected Binance account and that your activity is lawful where you are located.

12. Availability and Dependency on the Binance API

12.1 The Platform depends entirely on the availability, performance and continuation of Binance's API and of the partner arrangement between Tenxex and Binance.

12.2 The Platform may be unavailable or degraded because of maintenance, upgrades, capacity limits, rate limiting, API changes, Binance outages or maintenance windows, connectivity failure, or force majeure. During such periods you may be unable to submit, amend or cancel Instructions through the Platform.

12.3 You should retain the ability to access your Binance account directly, and should do so where the Platform is unavailable and you need to act on your positions. We strongly recommend that you keep your Binance credentials and recovery methods current for that purpose.

12.4 If the partner arrangement between Tenxex and Binance is amended, suspended or terminated, some or all Interface Services may cease. Your Binance account and your assets are unaffected by that event and remain accessible directly through Binance.

13. Suspension and Termination

13.1 We may suspend or terminate your access to the Platform immediately where: required by law, a competent authority or Binance; we suspect fraud, market abuse, sanctions exposure or financial crime; you breach the Terms; you are or become a restricted person; there is a security or technical incident; or the partner arrangement with Binance ends.

13.2 You may stop using the Platform at any time by disconnecting your API Key and deleting your Profile.

13.3 Termination of Platform access does not affect your Binance account, your assets, your open orders or your executed transactions, all of which remain governed by the Binance Terms and accessible directly through Binance.

13.4 Clauses that by their nature survive termination, including clauses 8, 15, 17, 18, 22 and 23, remain in force.

14. Risk Acknowledgement

14.1 You confirm that you have read and understood the Risk Disclosure Statement, and that you accept the risks described, including total loss.

14.2 You acknowledge specifically that Tenxex holds none of your assets, cannot recover them, cannot reverse transactions, and that your protections in respect of your assets are those provided by Binance under the Binance Terms and applicable law, and not by Tenxex.

15. Intellectual Property

15.1 All intellectual property in the Platform, including software, interfaces, designs, databases, trade marks and content, is owned by or licensed to Tenxex.

15.2 We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Platform for your own personal, non-commercial purposes in accordance with the Terms.

15.3 You must not copy, modify, reverse-engineer, decompile, resell or create derivative works from any part of the Platform. Binance names, marks and data are the property of their respective owners and are used under the terms of the applicable partner arrangement.

15.4 Market data displayed through the Platform originates from Binance and third-party sources and may be subject to their own usage restrictions. It must not be redistributed.

16. Data Protection

16.1 We process personal data as described in the Privacy Policy. Binance processes your identity, verification, account and transaction data as an independent controller under its own privacy notice, which you should read.

16.2 You consent to our transmitting to Binance the data necessary to operate the integration, and to our receiving from Binance the account and transaction data necessary to display your activity.

17. Liability

17.1 Nothing in the Terms excludes liability for fraud, wilful default, gross negligence, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded.

17.2 Subject to clause 17.1, Tenxex is not liable for: (a) any act, omission, decision, delay, restriction, insolvency, security failure or discontinuation on the part of Binance, including execution quality, order rejection, account freezing, verification outcomes, delisting, withdrawal suspension or loss of assets held with Binance; (b) market losses or price movements; (c) the unavailability, degradation or delay of the Platform, the Binance API or any network; (d) losses arising from your Instructions, your errors, or compromise of your credentials or API Key; (e) inaccuracy of data supplied by Binance or by third-party data providers; (f) blockchain network events; or (g) loss of profit, opportunity or goodwill, or indirect or consequential loss.

17.3 Subject to clause 17.1, our aggregate liability in any twelve (12) month period is limited to the greater of the total charges you actually paid to Tenxex in that period and USD 500.

17.4 The Platform is provided on an *as is* and *as available* basis and, to the maximum extent permitted by law, all implied warranties are excluded.

17.5 Where you are a consumer, statutory rights that cannot be excluded are unaffected.

18. Indemnity

You will indemnify Tenxex and its officers, employees, agents and service providers against all claims, losses, liabilities, fines and reasonable costs arising from your breach of the Terms or of the Binance Terms, your breach of applicable law, or your infringement of third-party rights.

19. Force Majeure

We are not liable for any failure or delay caused by events beyond our reasonable control, including failure, suspension, restriction or withdrawal of the Binance API or of Binance's services, network or power failure, cyber attack, blockchain failure, regulatory action, war, civil unrest or natural disaster.

20. Complaints

20.1 Complaints about the Platform, the interface, our communications or our conduct should be sent to complaints@tenxex.com and are handled under the Complaints Handling Policy.

20.2 Complaints about execution, pricing, account verification, restrictions, deposits, withdrawals, custody or asset access must be raised directly with Binance through its own complaints channels, because those matters are outside our control. We will help you identify the correct route.

21. Amendments

21.1 We may amend the Terms on not less than thirty (30) calendar days' notice by email or Platform notification. Changes required by law, by a competent authority, by Binance or for security reasons may take effect immediately.

21.2 Continued use after the effective date constitutes acceptance. If you do not accept an amendment, stop using the Platform and disconnect your API Key.

22. General

22.1 **Assignment.** You may not assign your rights. We may assign or transfer ours to an affiliate or successor on notice to you.

22.2 **Severability.** If any provision is invalid, the remainder continues in force.

22.3 **No waiver.** Delay in exercising a right is not a waiver of it.

22.4 **Entire agreement.** The Terms and the documents listed in clause 1.4 are the entire agreement between you and Tenxex in respect of the Platform, and are separate from and additional to the Binance Terms.

22.5 **Relationship.** Nothing creates a partnership, agency, fiduciary or employment relationship between you and Tenxex, or between Tenxex and Binance.

22.6 **Language.** English governs; translations are for convenience only.

23. Governing Law and Jurisdiction

23.1 The Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the British Virgin Islands.

23.2 The courts of the British Virgin Islands have exclusive jurisdiction to settle any dispute arising out of or in connection with the Terms, save that a consumer retains the right to bring proceedings where they are resident and the benefit of mandatory local consumer protection law.

24. Contact

Purpose	Contact
Platform and interface support	support@tenxex.com
Compliance and sanctions	compliance@tenxex.com
Data protection	privacy@tenxex.com
Complaints about Tenxex	complaints@tenxex.com
Security incidents and suspected fraud	security@tenxex.com
Trading, account, verification, deposits and withdrawals	Binance, through its own support and complaints channels
Registered office	Tenxex Exchange Corp., 2nd Floor, Ritter House, Wickham's Cay II, Tortola, British Virgin Islands
Website	tenxex.com

End of Terms of Use.