Le contrat, véritable protection du client

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L'essentiel de ce que le client d'une plateforme crypto singapourienne peut attendre est écrit dans les conditions d'utilisation de la plateforme. L'analyse de la qualification de bien au chapitre I indique au client que des jetons peuvent faire l'objet d'une propriété. L'analyse du trust au chapitre II lui indique si la plateforme les détient pour son compte. Tout le reste relève du contrat, du prix auquel un ordre est exécuté jusqu'aux circonstances dans lesquelles la plateforme peut geler un compte, annuler une opération ou clôturer une position. Le droit singapourien des contrats est le droit anglais des contrats, assorti de modifications législatives locales. La seule décision d'appel qui l'applique à une plateforme d'échange crypto, *Quoine v B2C2*, mérite une étude attentive, car elle montre comment un tribunal aborde des conditions standard lorsque les montants sont élevés et la technologie peu familière.

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