

## Terms and Conditions

PLEASE READ CAREFULLY

THESE TERMS AND CONDITIONS APPLY TO THE WEBSITE LOCATED AT [HTTP://WWW.WONDER-COINS.COM](http://www.wonder-coins.com) (THE "WEBSITE") AND THE SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE WEBSITE AND SERVICES IMMEDIATELY.

### **1. Acceptance of the Terms and Conditions**

- 1.1. These Terms and Conditions (the "Terms") are a binding agreement between SOLANIT OÜ, a company incorporated under the laws of Estonia, company number 14485024, with a registered office at Viru väljak 2, Kesklinna linnaosa, Tallinn, Harju maakond, 10111, Estonia, license of financial services, providing services of exchanging a virtual currency against a fiat currency number and providing virtual currency wallet services number FVT000131 (the "Company," "us" "our" or "we") and you, the person who uses the services described herein and/or the Website (the "Client," "you" "your" or "yourself").
- 1.2. Please read these Terms carefully. By accessing and using the Website and/or by opening an Account to use our services, you accept and agree to be bound by the Terms. If you do not wish to be bound by these Terms, you should not continue to use or access the Website and/or its associated services.
- 1.3. These Terms, and any additional policies displayed on the Website (the "Policies"), govern your use of the Website and the services offered through the Website (the "Services").
- 1.4. In addition to the Terms, you should also carefully read our Privacy Policy at <http://www.wonder-coins.com/privacy-policy> (the "Privacy Policy"), which sets out how we collect and use your personal information, and is an integral part of these Terms.
- 1.5. The Company reserves the right to revise, amend and/or modify any portion of these Terms and the Policies, from time to time and at its sole discretion, by posting the revised version on the Website, with the date of its latest revision. A current, updated copy of these Terms and the each of the Policies is available at any time by accessing the appropriate link on the Website. It is your responsibility to ensure that you are familiar with the current version of these Terms and the Policies. You are advised to check the appropriate links on a regular basis. By continuing to use or access our Website and/or Services after changes to the Terms and/or Policies have been made and published, you agree to be bound by such changes. If you do not agree with any such changes your sole and exclusive remedy is to terminate your use of the Website and the Services and close your account with us (the "Account").

### **2. Summary of the Services**

- 2.1. Our Services allow you to enter into transactions with the Company for the purchase and sale of Bitcoin, Ether, and any other digital currency that the Company may decide to make

available through the Website from time to time and in its sole discretion (the “**Digital Currency**”). For the purposes of these Terms, such transaction with the Company for the purchase or sale of Digital Currency may be referred to as a “**Transaction**”.

- 2.2. Once your Account has been approved and successfully opened, you may buy or sell, as applicable, Digital Currency from or to us, against certain fiat currencies (e.g. USD, EUR or GBP) as we may decide to accept from time to time and in our sole discretion (the “**Fiat Money**”). You may purchase Digital Currency from us using any of the acceptable payment methods offered by the Company and/or its third-party payment processors as displayed on the Website at the time of your Transaction (the “**valid payment method**”), including, but not limited to, bank wire transfers and/or credit or debit card payments. We cannot and do not guarantee that all such payment methods will always be available to you. The availability of each payment method depends on a number of factors including, for example, where you are located, the identification information you have provided to us and limitations imposed by third-party payment processors, if any.
- 2.3. In Order to buy Digital Currency from us, you will need to send us the Fiat Money payment using one of our valid payment methods, as displayed on the Website at the time of your Transaction. When you sell Digital Currency to us, you will need to provide us with the details of your preferred payment method, under your name, of the valid payment methods displayed on the Website at the time of your Transaction, and we will deliver you the Fiat Money payment through it.
- 2.4. When you buy Digital Currency from us, we will deliver it:
  - a) to your personal digital wallet address, as provided by you upon registration or upon your Transaction order (your “**Wallet Address**”); or -
  - b) subject to our sole discretion, we may also decide to accommodate requests on your part to deliver the Digital Currency to a separate account which you have with a third-party website operator.
- 2.5. You acknowledge that delivery of the Digital Currency purchased by you may be completed separately from the payment process, and that it may take time for the Digital Currency transfer to be processed. You also acknowledge that in rare occasions, we may not be able to fulfil your purchase order and/or deliver to you the Digital Currency or Fiat Money, as applicable and as further explained herein and in our Refund & Cancellation Policy at <https://wonder-coins.com/wr-policy/>, and we may cancel your Transaction. In the event we cancel your order after we have already received the Fiat Payment or Digital Currency from you with regards to such order, we will, subject to applicable law and regulation and subject to our Refund & Cancellation Policy, refund such funds to you.
- 2.6. By providing us with your Wallet Address you represent and warrant that it is owned by you exclusively and is under your sole and full control.

### 3. Registration and Your Account

- 3.1. In order to use our Services and initiate any Transaction, you understand that you must open an Account through our Website and undergo our registration process, including without limitation, for the purposes of KYC, as shall be further described herein. You will be prompted to create a username and password to open your Account on the Website (your “**Log-In**”) and to proceed with registration. During the registration process, you shall provide us with requested information, which may include, without limitation, your name, identification number, birthdate, e-mail address, postal address, telephone number, and/or credit card information details, as applicable (“**Registration Details**”). You will use your Log-In to access your Account and Registration Details, as well as to access any other information that may be made available through your Account from time to time, such as transactional activity once you have been approved to use our Services.
- 3.2. You warrant and represent that all Registration Details that you provide to us are true, accurate and complete, and that you shall promptly update your Registration Details upon any changes to this information. You understand and agree that the name you provide for the Account and the name on the credit/debit card(s), bank details, and/or other payment accounts (e.g. personal virtual wallet) which you provide to us must match.
- 3.3. You further acknowledge and represent to us the following:
- a) you are at least 18 years of age and of the legal age to enter into a binding agreement in your location;
  - b) you are of sound mind and capable of taking responsibility of your own actions with the full legal capacity to accept these Terms;
  - c) the purpose of your Account is for your own personal use;
  - d) you shall only open one Account with the Website;
  - e) you shall not assist others in obtaining unauthorized access to the Website, Services and/or your Account and/or any other activity on the Website that has been strictly authorized to you;
  - f) you shall not access the Account of any other person through the Website;
  - g) you shall be fully responsible for any activities undertaken by you on the Website and during the registration process; and –
  - h) you shall not knowingly or recklessly use and/or take advantage of a technical or technological error, loophole, or glitch on the Company's Website and/or while using the Services.
- 3.4. You also acknowledge that certain restrictions may apply to the purchase and sale of Digital Currency based on the laws and regulations that are applicable in your jurisdiction, that such restrictions may prevent us from entering into certain Transactions with you and that, as such, we retain the right not to enter into a Transaction with you.

- 3.5. You understand that you are responsible for maintaining the confidentiality of your Log-In, Account and Registration Details, and the safeguarding of your information. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your Account to unauthorized access by a third party, which may also result in loss of confidential information, loss or theft of your funds on your Account as well as any other account that is linked to your Account (such as your linked bank accounts and credit cards).
- 3.6. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your Log-In is “hacked” from your computer or other device from which you access the Website, due to any viruses or malware, the Company shall have no liability and you shall maintain responsibility. You shall immediately notify the Company (in accordance with paragraph 3.7 below) should you suspect that any hacks, hacking attempts or security breach have occurred from your computer terminal (or any device which may be otherwise linked to your Account either directly or indirectly).
- 3.7. In the event you have any knowledge of: (a) a third party gaining access to your Log-In and/or Account or other breach of security related to your Log-In and/or Account; (b) compromise of your personal information;; and/or - (c) any other unauthorized use of your Registered Details on the Website, you should notify us immediately by sending an email, to [support@wonder-coins.com](mailto:support@wonder-coins.com) including all relevant details.
- 3.8. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website as we deem appropriate, as well as suspend or terminate any pending orders or Transactions. We also reserve the right to seek any other remedy to which the Company may be entitled for such violation, and may take further actions against you.
- 3.9. The Company does not guarantee to provide you with security alerts or any other alert, and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of your Log-In, Registration Details, or other Account information becoming compromised, other than pursuant to an act of gross negligence on the part of the Company.
- 3.10. You hereby represent and warrant that your use of the Website and the Services, including your opening of an Account and any use thereof are in compliance with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or the Services are absolutely prohibited. You affirm and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location and to always disclose your accurate and true location.

#### 4. Know Your Customer (“KYC”), AML Policy, and Compliance

- 4.1. You understand and accept that we may require you to provide certain information and documentation as part of our KYC procedure to verify your Registration Details and confirm your identity and eligibility to use the Services. During this verification process, we may require and request certain documents from you, which may include, without limitation, proof of address, such as a utility bill, proof of your payment method, and a copy of a government issued identity card. We reserve the right to require certified or notarized copies at your expense. You understand and accept that we shall be under no obligation to accept any documents as valid. In addition to documentation, we may also choose to verify your identity through a video and/or audio call conference (collectively, the “**KYC process**”).
- 4.2. Along with the KYC process, we have implemented certain anti-money laundering and counter terrorist financing policies and procedures (the “**AML policy**”). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though such proceeds came from legitimate sources of income. In order to prevent any criminals from laundering or attempting to launder criminal proceeds through our Website or Services, the Company has set forth the AML policy, available at <http://www.wonder-coins.com/anti-money-laundering>. The AML policy provides information on the procedures that we may adopt from time to time in order to help us identify and mitigate the risks of financial crimes, including money laundering and financing of terrorism.
- 4.3. You acknowledge that in order to conduct such verification process and/or background checks, in accordance with our KYC procedure and AML policy, we may perform inquiries, directly or indirectly through third-party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. We reserve the right to take any action we deem necessary with respect to the outcome of such inquiries. You acknowledge the Company’s global transfer, if necessary, of your information as required for its legitimate business purposes, including but not limited to for the completion of any KYC process or AML policy. The Company will retain your information to conduct such KYC/AML checks for the period necessary to perform the KYC/AML reviews, and as required to comply with the Company’s legal obligations.
- 4.4. In the event that you fail our internal compliance and KYC/AML reviews for any reason, you may be prevented from using all or part of the Services and/or accessing the Website. You understand that the outcome of such KYC/AML reviews, including a decision to revoke your ability to use our Services, is within the Company’s sole and absolute discretion, and that we are under no obligation to provide you with feedback on the exact nature of our findings nor the exact reason behind our decision.
- 4.5. You acknowledge that the Company may provide certain information and/or documentation about you to its third-party service providers, including payment processors and agents, as shall be required to complete a Transaction with you, including for the purpose of

conducting any KYC/AML procedures, and/or pursuant to an inquiry or investigation for KYC/AML purposes.

## **5. Suspension or Termination of Your Account**

- 5.1. In the event the Company determines, in its sole discretion, that any activity you perform through our Website is suspicious or related to any prohibited activity, the Company may cancel or suspend your Account and/or access to the Website, block any outstanding Transactions, deny any new Transactions, and/or freeze any funds that may be available to you through our Services. You understand that you shall be held liable for losses incurred by the Company or by any third party due to your non-compliance and/or violation of any of the terms herein or any applicable law. The Company shall be entitled to inform the relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity, and may also engage in collection services to recover payments. You further acknowledge and understand that the Company retains the right to suspend or terminate your access and use of the Website and/or Services for any other reason.
- 5.2. You may terminate your Account at any time by submitting your request to terminate your Account at [support@wonder-coins.com](mailto:support@wonder-coins.com). You will be responsible for fulfilling any outstanding payment obligations to the Company existing as of the effective date of termination, to settle any pending Transactions, and to pay any applicable fees or charges. The Company reserves the right to suspend any pending Transactions at the time of your termination.

## **6. Taxes**

- 6.1. You acknowledge that you are solely responsible for any applicable taxes arising out of or in connection with your use of the Website and/or the Services. The Company does not and at no point shall be expected to provide any tax advice concerning the exchange of Digital Currency or any other Transaction through the Website and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).
- 6.2. Unless otherwise agreed, any amount payable by you under these Terms are exclusive of taxes and mandatory payments. You must pay any such taxes and mandatory payments to the relevant government agency, or other relevant body, and you shall be responsible to fully indemnify us for any such payments we may be required to make on your behalf. You hereby agree and represent that we may debit your Account in the amount of any such payments we are required to make on your behalf.

## 7. Transactions and Payments

- 7.1. You fully understand and accept that all Digital Currency is purchased and sold in accordance with the rate as displayed on the Website (the “**Rate**”), where such Rate is accurate for the moment alone in which it's displayed on the Website and may not reflect the final rate applicable to your transaction. You acknowledge and agree that such Rates do not reflect any rate or price quoted by any third party. The Rate is determined by us in such a way to include a certain margin between the ‘Buy’ and ‘Sell’ Rates, which constitutes our profit from each Transaction.
- 7.2. The final Rate of your transaction (the “**Final Rate**”) will be the Rate which appears on the Website upon the Payment Confirmation. The “**Payment Confirmation**” shall mean:
- a) for your purchase of Digital Currency from us using bank transfer – the actual receipt of funds in our bank account;
  - b) for your purchase of Digital Currency from us using credit or debit card – the confirmation from your card company of the payment;
  - c) for your purchase of Digital Currency from us using alternative payment methods - the actual crediting of our account with such payment provider;
  - d) for your sale of Digital Currency to us - our receipt of delivery of the Digital Currency into our digital wallet address.

You understand and agree that the Final Rate may be either higher or lower than any other rate which may have been previously displayed on the Website.

- 7.3. We shall execute your order at the Final Price (the “**Execution**”), as soon as reasonably practicable thereafter, and subject to the completion of our registration, AML and KYC processes to our satisfaction. Until Execution, any order by you shall be considered as pending and not completed, and shall not be binding on us whatsoever.
- 7.4. As soon as reasonably practicable after the Execution of your order:
- a) in the case of your purchase of Digital Currency from us, the relevant Digital Currency shall be delivered by us to you, in accordance with the delivery target provided by you. While we will attempt to transfer the Digital Currency as soon as we can, please note that the transfer may take some time to be processed;
  - b) in the case of your sale of Digital Currency to us, we shall deliver Fiat Money to you, using your choice of payment method options of those available on the Website at that time; and
  - c) we shall provide you, either on the Website, via email, or otherwise, a transaction confirmation, detailing the Final Price and other particulars about the purchase and the Execution (the “**Transaction Confirmation**”).
- 7.5. Any payment or delivery by us to you of Fiat Money or Digital Currency, as applicable, shall be made after deduction of any applicable fees, including:
- exchange fee at a rate of 5%; and

- processing fee of any Transaction (Wire transfer, Credit Card or any Alternative Payment Method) made (buy or sell) as determined by us according to the market at the time of the Transaction.

Without derogating from the above it should be noted that such fee will be disclosed to you before proceeding with the Transaction and will be subjected to your approval.

- 7.6. In the event we transfer to you, for any reason whatsoever, any excess Digital Currency or any Fiat Money, you agree that you will repay any excess amount to us and/or we may deduct such amount from any Fiat Money and/or Digital Currency which we owe you.
- 7.7. You acknowledge that you may not cancel your Digital Currency purchase or sales order or cancel any pending transactions. The Company reserves the right to deny processing any order, or cancel any pending transaction for any reason including, but not limited to, the following: (i) if required to do so by law, regulation, competent court order, or other competent authority (ii) the Company considers any such order or transaction as violating any provision of these Terms or applicable law or regulation; or (ii) any such transaction which places the Company's operation, good name, or reputation at risk. In addition, the Company may take any additional actions available to it under these Terms or other applicable laws and regulations with respect to such a Transaction.
- 7.8. You also agree that the Company may, at any time, set off any amount owed by us to you against any amount owed by you to us.
- 7.9. If you have any questions, feedbacks or complaints, you may contact the Company via the Company's customer support at support@wonder-coins.com. The Company shall response within 4 (four) working days and a resolution will be given to you within up to 14 (fourteen) days according to the specific circumstances of your request/complaint. Please provide identifying information such as your name, address, and any other information that the Company may need to identify you, your Account, and/or the transaction on which you have feedback, questions, or complaints. For service quality assurance, calls made by you to the customer service department may be recorded.

## 8. Intellectual Property; Website Technology

- 8.1. The brand names relating to the Website and other trademarks, service marks and/or trade names used by us either on our own behalf, or on behalf of our licensors, affiliates and partners (collectively, our "**Partners**"), are owned by us, or by our Partners (the "**Trademarks**"). In addition to the Intellectual Property Rights ("**IPR**") in the Trademarks, we and/or our Partners own the IPR in all other content that is available on the Website (the "**Content**"). Using the Website and/or the Services does not grant you any right over the Trademarks, the Content nor any IPR. Any use of the Trademarks, the Content and any IPR by you shall be made in accordance with the Terms.

- 8.2. For the purposes of these Terms, “Intellectual Property Rights” or “IPR” shall mean pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
- 8.3. You hereby undertake not to: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute or lease the Software; (c) make the Software available to any third party through a computer network or otherwise; or (d) use the Website or any related software in a manner prohibited by any laws or regulations which apply to the use of the Website; or (e) interfere with the security of the Website or the safe use of the Website by others (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users) (collectively, and individually, the “**Prohibited Actions**”).
- 8.4. You shall be held liable for any loss, including direct and indirect damages, costs or expenses, we may suffer as a result of your Prohibited Actions. You agree to immediately notify us if you commit any Prohibited Actions or if you have knowledge of any third party committing any Prohibited Actions. You agree to provide us with reasonable assistance with any inquiry or investigation we may conduct as a result of the information provided by you in regards to the Prohibited Actions set out above.
- 8.5. You understand and bear the risk that any use of the internet may be subject to a virus attack and/or communication failure. You should use a reputable and available virus screening and prevention software at all times. The Company shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to be aware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company advises you to always provide your Log In through the Website only and avoid using unauthentic communications advising you of other options to provide your Log In (or other Registration Details) to gain access to the Services offered through the Website.

## 9. External Websites

The Company makes no representations, and takes no responsibility whatsoever regarding any third party websites, services, or content which you may access through this Website.

The Website may present links or other forms of reference to other websites (the “**External Websites**”) or resources over which Company has no control. You acknowledge that the Company may present such links or references to you only as a convenience and that Company does not endorse any of the External Website services or offerings made to you or any content provided therein. The Company is not responsible for the availability of, and content provided on External Websites. You are requested to review the policies posted by the External Websites regarding privacy and other topics before use. The Company is not responsible for third party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and you shall bear all risks associated with the use of such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. If you access any such External Websites you agree that you do so at your own risk and you agree that we will have no liability arising from your use of or access to any External Websites.

## **10. No Warranty**

CLIENT HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY, (A) THE USE OF THE SERVICES AND THE WEBSITE IS ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE SERVICES AND WEBSITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE WEBSITE ARE RELIABLE, CURRENT OR ERROR-FREE, THAT THEY MEET CLIENT’S REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES, SOFTWARE OR WEBSITE WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND THE CLIENT ACKNOWLEDGES THAT THE USE OF THE SERVICES AND THE WEBSITE ARE AT THE SOLE RISK OF THE CLIENT.

## **11. Limitation of Liability**

CLIENT ACKNOWLEDGES AND AGREES THAT TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO THE USE OF, THE SERVICES AND THE WEBSITE, UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES,

INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF THE SERVICES OR THE WEBSITE.

WITHOUT DEROGATING FROM ANY OTHER PROVISION IN THE TERMS, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED, IN THE AGGREGATE, THE AMOUNT RECEIVED BY US FROM YOU.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, service providers and any of their respective employees, officers, directors, agents, joint ventures, and representatives, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered by the Company and arising out of or related to (i) breach by you of the Terms; (ii) your use of the Website or Services or use by any other person accessing the Services using your user identification whether or not with your authorization; or (iii) any violation by you of any law, rule, regulation, or the rights of any third party.

## **13. Risk Factors**

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before using any of the Services.

- 13.1. You may increase or lose value in your assets at any time due to price volatility, especially in the crypto-currency market, and the potential loss in trading or holding Digital Currencies can be substantial. We do not guarantee that any Digital Currency will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Currency to the Company, or to any third party.
- 13.2. Digital Currency is based on blockchain technologies, a digital, decentralized and partially anonymous system which relies on peer-to-peer networking and cryptography to maintain its integrity. Such a system, which has been the subject of scrutiny by various regulatory bodies around the world, may be at risk to collapse at any time.
- 13.3. Most countries do not currently regulate the market, and at any time, regulations may be implemented and regulatory changes could have a negative and material impact that may result in the Digital Currency having little or no value whatsoever. Regulatory inquiries or actions, including, without limitation, the licensing of or restrictions on the use, sale, or possession of digital tokens like the Tokens, could impede, limit or end the Services or your ability to trade the Digital Currency at any point.

- 13.4. The Company is not responsible or liable for any Digital Currency once it is transferred from Company's Website to another site, device, platform or user. It is important for you to take precautions when transferring and storing your Digital Currency. We take no responsibility for misappropriation or theft of your Digital Currency. You should familiarize yourself with the security measures available when using a wallet service or other device for storage.
- 13.5. You maintain the responsibility to safeguard the private key unique to your Wallet Address to access your Digital Currency. The theft, loss or destructions of such a private key required to access your Digital Currency is irreversible, and because the Company does not have access to those private keys, such private keys cannot be restored by the Company. The Company will not be responsible for any loss of access to your Wallet Address.
- 13.6. Due to the nature of Digital Currency, any technological difficulties experienced by the Company could potentially prevent the access or use of your Digital Currency.
- 13.7. You are aware that additional risks of trading Digital Currency may exist that have not been set forth in these Terms, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency. You understand that the Company does not provide any investment, legal, or tax advice. At no point will the Company consider your financial situation, investment or trading objectives or other personal circumstances, and it is your responsibility to seek independent, professional advice prior to using the Services and the Website.
- 13.8. The Company may use banks payment agents and other third party service providers to accept your Fiat Money and any required payments, or to send payments to you, as applicable.
- 13.9. Certain regulators in certain jurisdictions may view certain types of Digital Currency as securities, and as such, Clients in these jurisdictions may not have the ability to trade their Digital Currency because trading of Digital Currency that is deemed as securities, may be restricted, partially or completely in some jurisdictions. It is your responsibility to ensure your compliance with the applicable laws of your jurisdiction.
- 13.10. The Company accepts no responsibility for the accurate maintenance of the Website information, calculation, or valuation. You bear the entire risk of loss, including, but not limited, for data, calculation, and valuation of Digital Currency and their related transactions.
- 13.11. THE PURCHASE AND SALE OF DIGITAL CURRENCY IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DIGITAL CURRENCY HAVE VARYING DEGREES OF LIQUIDITY. SOME ARE QUITE LIQUID WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE WEBSITE. IN LIGHT OF THE RISKS ABOVEMENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING OR TRADING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING

ON YOUR FINANCIAL CIRCUMSTANCES. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION, AND RISK.

## 14. Miscellaneous

- 14.1. Entire Agreement. These Terms comprise the entire understanding and agreements between you and the Company as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), and every nature between you and the Company.
- 14.2. Status of Parties.
- 14.2.1. Both you and the Company are independent parties, and nothing in these Terms shall be deemed to create between you and the Company any other form of relationship, and the parties shall not be deemed to be partners, joint ventures or agents. You are not authorized to make any obligations on behalf of the Company.
- 14.2.2. No trustee relationship exists between you and the Company at any time and the Company does not hold any funds deposited by you on trust.
- 14.3. Assignment. You may not assign any rights granted under these Terms, including without limitation, the right to use the Account which is exclusively for your personal use. The Company reserves the right to assign our rights without restriction, including without limitation, to any of the Company's affiliates or subsidiaries, or to any successor in interest of any business associated with the Company's Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 14.4. Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.
- 14.5. Survival. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, Company Account cancellation, debts owed to the Company, general use of the Company Website, disputes with Company, and general provisions shall survive any expiration or termination of the Terms.
- 14.6. Force Majeure. The Company shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or

other labour dispute, fire, pandemic or epidemic, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

- 14.7. English Language Controls. Any translation of the Terms, if provided, is provided for your convenience alone. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
- 14.8. Confidentiality. If any confidential information of the Company is disclosed to you, in any form, during your use of the Company's Services, you are obligated to keep such confidential information in strict confidence and you may only use such confidential information for the purposes set out herein. You may not disclose such confidential information without the Company's prior written consent. Upon termination of the Terms, or upon request, you are obligated to immediately return to the Company or destroy any such confidential information that you received from the Company. Confidential information shall include matters related to any arbitration or related judicial proceedings, if any, to the greatest extent practicable.
- 14.9. Governing Law. The Parties irrevocably agree that any suit, action or proceeding (including claims for set off and counterclaims) against the Company its directors, officers, employees, Affiliates, agents Services Providers and any other third parties, which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Terms or otherwise arising in connection with the Terms between the parties shall be governed by, and interpreted in accordance with, the laws of Estonia and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Estonia.

**V2-02.11.2020**