

TERMS AND CONDITIONS

1. Agreement

These Terms and Conditions are deemed a binding agreement between the client and Vertamon Sp. z o.o. The company registered Legal address at ul. PIOTRKOWSKA, nr 116, lok. 52, ŁÓDZ, 90-006, Poland, and operation address ul. PIOTRKOWSKA, nr 116, lok. 52, ŁÓDZ, 90-006, Poland. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms and Conditions where that option is made available, client agrees for eligibility for use of the Services and that client has read, understood, and accepted these Terms and Conditions.

2. Eligibility

Client is allowed to use the Services if he/she are eligible in accordance with the law of their residence and/or domicile. The Company has no obligation or capability to verify whether client is eligible to use the Software and bears no responsibility for your use of the Software.

3. Services:

3.1 The Company exclusively provides services of buying virtual currency.

3.2 The Company does not provide services for virtual currency storage (wallet creation), also does not provide brokerage services to Company's Clients.

3.3 The Company transfers an amount of the virtual currency / fiat funds at the course fixed at the time of receipt of fiat funds / virtual currency.

4. Waiver

4.1 The Company does not define, suggest and execute any control over price or exchange rates of cryptocurrencies. The Company is not a counterparty to any deal concluded.

4.2 Any dispute client has concerning a transaction with cryptocurrencies client shall resolve with such third party directly without involving the Company.

4.3 The Company does not organize or participate in the trade of cryptocurrency.

4.4 The Company does not regulate services of third parties and has no opportunity to affect the process of providing these services and its results.

5. Indemnification

- 5.1 Client agrees to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from client's use of the services of third parties and client's violation of these Terms and Conditions.
- 5.2 The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by client and, in such case, client agrees to cooperate with the Company in the defense of such matter.

6. Third-Party Websites and Content

- 6.1 The Platform may contain links to websites owned or operated by parties other than the Company. Such links are provided for client's reference only.
- 6.2 The Company does not monitor or control resources outside the Software and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material in the Software or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that the Company is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website.
- 6.3 The Company does not control the third-party content or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arisen in connection with client's access or use of the third-party content.

7. Risk warning

By accepting these Terms and Conditions, client also acknowledge that client have been warned of the following risks:

7.1 Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of cryptocurrencies.

7.2 The Company is not responsible for such loss of value of cryptocurrencies
no responsibility for any loss incurred by client while using the Software or in any direct or indirect connection to the Software.

Unfavorable regulatory environment. Cryptocurrencies, Blockchain technologies have been the

7.3 subject of scrutiny by various regulatory bodies around the world. The functioning of the Software could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.

- 7.4 Risk of theft and hacking. Hackers or other groups or organizations may attempt to steal your data and password in any number of ways.
- 7.5 Risk of mining attacks is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks can affect access to the Software and Services. Mining attacks, as described above, may also target other blockchain networks, which the Software interacts with, and consequently affect the Software performance and your access to the Services.
- 7.6 The client is warned that the funds are non-refundable and non-redeemable, also the company does not guarantee profit and warns the client about possible risks and loss of funds by the client

8. Warranties and Representations

By entering these Terms and Conditions client warrants and represents that:

- 8.1 Client has full capacity to contract under applicable law;
- 8.2 Client will only be transacting via the Platform with legally-obtained funds that belong to client;
- 8.3 Client will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Software;
- 8.4 Client will not use the Software for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- 8.5 Client will not use the Software for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- 8.6 Client will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

9. Warranties; Exclusion of Liability; Indemnification

- 9.1 Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular

purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

9.2 Client's use of the Software is at own risk.

9.3 The Company makes no representation that Services can be received are applicable or appropriate for use in all jurisdictions.

10. Taxes

The Company bears no liability for determining whether taxes apply to any of client's transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.

11. Assignment

11.1 Client may not transfer or assign these Terms and Conditions or any rights or obligations he/she has under these Terms and Conditions without our prior written consent.

11.2 If client objects to such transfer or assignment, client may stop using the Platform and terminate these Terms and Conditions by contacting the Company.

12. Jurisdiction and Applicable Law

12.1 The Terms and conditions and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the laws of Poland.

12.2 The Parties settle all their disputes arising out of or in connection with the Terms and conditions in accordance with the laws of Poland.

13. Dispute Settlement

13.1 The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions.

14. Miscellaneous

14.1 All communications and documents to be made or given pursuant to these Terms and Conditions must be in the English language.

14.2 These Terms and Conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.

14.3 If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor

the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

- 14.4 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

15. Registration Process

15.1 Signup + Email Verification

15.2 Personal Information

15.3 Identity Verification (KYC documents e.g. Passport Copy and Updated Utility bill not older than 3 months)

15.4 Check-in Time

The period of registration and verification of the client can take from one minute to 48 hours