

Terms of Use for the DeCoin Website

Decoin is a property of Rt 2008 LTD

**Company & Operational address: 1680 Sofia, Sofia District, Krasno Selo Region, 59 “Sulun: Str.,
Bulgarian Complex, Entr. G, fl. 3, ap. 8.**

Updated on January 16th, 2018

1. Everything written in these Terms of Use is worded in the singular male form but is equally applicable for both genders and for corporations, businesses and other legal entities. Terms of Use may change from time to time without notice and it is your responsibility to keep yourself updated with Terms of Use and make sure that you operate according to the newest format of Terms of Use, as they apply.

2. General

- 2.1. Welcome to the DeCoin website.
- 2.2. The site managers, RT 2008 Ltd, a company registered in Bulgaria, and its representatives (“**Site Managers**”) manage the site under the domain (“**Domain**”) www.decoin.io (the “**Site**”). The Terms of Use, including Privacy Terms, detailed here (“**Terms of Use**”) are a binding contract between you and Site Managers through the Site, and any usage of this Site is governed by them, including but not limited to receiving services from the Site (the “**Services**”).
- 2.3. Please read carefully the Terms of Use before using the Site. Your usage of the Site, including but not limited to using it with/without registration and/or any other activity, legally bounds you to these Terms of Use, in their last format published in the Site. Please remember that the Terms of Use are a viable contract and their terms bound you and Site Managers.
- 2.4. Please note: the area of digital coins (or FIAT coins) is rapidly changing. It is a very dynamic field. Therefore, rules and regulations change fast and may vary from country to country. Please make sure that you are knowledgeable regarding your actions and fully understand what you are doing before entering any purchase

in the field. You are fully, solely and exclusively responsible for your action or lack thereof.

- 2.5. Please note: Terms of Use DO NOT contain all law, rule and regulations applying to you and it is YOUR SOLE RESPONSIBILITY to find out if there is any restriction on using this Site which may apply to YOU and you must act accordingly to all law which may apply at all time. Please note that new rules and/or regulations may apply at any time. Site Managers and/or Site cannot and will not take any responsibility if you are using the Site without permission and/or illegally.
- 2.6. BE WARNED: if you are a citizen of certain countries, using this Site may be illegal for you subject to various laws. Please check the laws and regulations applying to you and make sure you are allowed to use this Site and its Services before starting to use it. Please refrain from using the Site under such conditions. Please use the Site only legally. Site Managers will not take any responsibility for any of your actions or lack thereof. Various authorities may persecute Users who use the Site illegally and/or without permission and you will take total responsibility exclusively and solely if you are such User.
- 2.7. In addition to the above, please note that if you are a citizen of the USA or China you are not allowed to use this Site.
- 2.8. In order to use the Site you must be 18 years of age and above, and legally able. You hereby confirm and declare that you are 18 or above and legally able.
- 2.9. The right of using the Site is personal. You hereby confirm and declare that you shall not transfer the right of use to any third side.
- 2.10. You hereby confirm that if Site Managers supply you with links and/or passwords you are solely responsible to keep these links and/or passwords secret. You hereby acknowledge that Site Managers are the sole owners of the password/s, including all intellectual property and creative rights in these password/s.
- 2.11. Terms of Use of the Site shall be altered and changed from time to time by Site Managers without notice and without need for a notice. It is your responsibility to get informed with these changes on your own by reading the Terms of Use of this Site carefully from time to time.

- 2.12. The Site will change from time to time, including but not only in its design, the way it is used, its contents, hours of activity, equipment needed to use it and/or see it, its characteristics, its specifications. Site Managers may, at any time, discontinue distributing information, change and/or stop any method of distribution of information and change the speed thereof and/or any other of its properties. However, Site Managers will do their best under the circumstances to complete all commitments they have taken on themselves.
- 2.13. Every person using the Site (“Using” meaning also accessing/browsing/surfing it, and/or any other use of the Site) confirms that he is aware of the Terms of Use of the Site and accepts them fully and that he and/or anyone on his behalf shall have any claim and/or submit lawsuit against the Site Managers and/or the site and/or owners of the Site and/or managers among the Site Managers and/or their agents and/or anyone on their behalf, as long as these claims are not regarding Site Managers’ commitments according to these Terms of Use.
- 2.14. In order to use the Site you must be legally able to access it via equipment that may change from time to time, because of various factors, including but not limited to the needs defined by the Site, technological changes and developments (the “**Equipment**”). You have sole responsibility over the Equipment, including but not limited to its existence, functionality, and upgrading. Site Managers shall not, under any circumstances whatsoever, take responsibility over damages and/or total loss to equipment and/or hardware and/or software and/or your data as a result of using the Site and/or for a situation in which your Equipment shall not support using the Site.
- 2.15. You hereby confirm that all activity in which you are involved and which you carry out in connection with/to the Site and Site Managers is legal and according to all law.
- 2.16. It is hereby clarified that Site Managers are not responsible to any damage that may be caused to Equipment and/or computers and/or cellular/mobile equipment and/or any other related machines/sorts of equipment/forms of technology that exist currently or shall be in use in the future, as a result of using the Site.

2.17. By opening an account to use the Services (the "**Account**") you expressly represent and warrant that:

2.17.1. You have accepted these Terms of Use; and

2.17.2. You are at least 18 years of age (or the age of majority and contractual capacity applicable to You – no younger than age 18) and have the full legal capacity to accept these Terms of Use and enter into a Purchase involving Digital Currency.

3. Services Provided in this Site

3.1. The Services provided in this Site allow buyers (the "**Buyers**") to buy the digital currency DeCoin supported by this Site (the "**Digital Currency**"), in the form of tokens only (the "**Tokens**"). **Please note that you are NOT receiving the actual Digital Coin but Tokens only** (the "**Purchase**") and that these Token shall be held for You until the decoin will be launch

3.2. Please note that Site Managers plan to make 70,000,000 Digital Currency units (the "**Units**") available for purchase. Once these Units are purchased, they will no longer be available for purchase by others. Therefore, please note that it is not guaranteed that there will be any Units available for purchase, or any quantity at all. Please note that every owner of Digital Currency is guaranteed for 6.2% annual interest for any time period in which their computer is active (the "**Annual Interest**"). Annual Interest shall be computed solely, exclusively and finally by Site Managers. Annual Interest shall be paid in Digital Currency. Site Managers estimate that within 15-20 years there will be approximately 140,000,000 (one hundred and forty million Units) which will be comprised of purchased Units and Units which are paid as Annual Interest.

3.3. Payment for the Purchase shall be made in various currencies, as available differently in various places and times and for different Buyers. Please check the availability of your paying methods prior to making your Purchase to make sure the availability is acceptable to you. Please note that because we do not tolerate money laundering and following the guidelines against money laundering, we do NOT accept certain methods payment, including but not limited to: cash, cash

equivalents, money orders, third party transactions, Western Union Transfers, and/or other assets.

- 3.4. Payment shall be made in the Site/by other providers. Methods of payment shall be altered from time to time.
- 3.5. After the Purchase, Buyers will receive an email message confirming their Purchase, including number of Tokens they received in the Purchase. Tokens shall be held for you until Digital Currency is issued. After the issuance Tokens shall be made available to withdraw into your digital wallet. Please note that the wallet shall only be available for use AFTER Digital Coins are issued in the bourse. You will be allowed to use various digital currencies and other currencies in your wallet. Please note that after the Digital Currency is issued in the bourse, you will **only** be able to purchase Units by using the wallet in the Site.
- 3.6. After the Digital Coin is issued in the bourse, which is approximated to take place in May 2018, but may be delayed to an unknown future time (the "**Issuance**"), the Tokens shall be transferred into actual Digital Coins in your digital wallet by request.
- 3.7. After the Issuance, Purchased Tokens will become Digital Coins, which Buyers will be allowed to sell only in the public bourse, where applicable, exclusively according to public conditions of demand and supply.
- 3.8. Please note that Tokens cannot be sold.**
- 3.9. Please note that Digital Coins will be available for selling ONLY IN THE PUBLIC BOURSE, WHERE APPLICABLE.**
- 3.10. For the purpose of executing any Purchase, as needed, you guarantee to use and provide the wallet address owned by you exclusively and which is under your sole and full control to which the Digital Currency purchased by you will be transferred.
- 3.11. Site Managers reserve the right to deny processing any pending Purchase if required to do so by law, regulations, competent court order or other competent authority or in the event any Digital Currency Purchase is in violation of any provision of these Terms of Use or puts Site Managers' operation, good name or reputation at risk. In addition, Site Managers may take any additional actions as

available to it under any laws or regulations and these Terms of Use with respect to such Purchase.

- 3.12. You acknowledge that Site Managers will not be liable for any error with respect to your instructions as provided.
- 3.13. All Purchases are pending confirmation process. Pending Purchases are considered not completed Purchases and may remain unconfirmed for the duration necessary for the confirmation of such Purchase.
- 3.14. If you do not provide Site Managers with an address then it will not be possible to deliver your Purchase and Site Managers shall retain your Purchase until you provide an address. Notwithstanding any other term of these Terms of Use, if you do not provide an address then Site Managers shall attempt to refund you the consideration paid for your Purchase and it shall be cancelled. If Site Managers are unable to refund you due to non-communication, or any other reason, then the consideration paid shall be retained by Site Managers.
- 3.15. If you do not pay for your Purchase within two hours of ordering then Site Managers reserve the right to cancel your Purchase.
- 3.16. There may be laws that apply to your activity in the Site, including but not limited to your Purchase by your jurisdiction. You shall be solely responsible for compliance with local law and shall indemnify Site Managers against any liability (including but not limited to the costs of defending against claimed liability) incurred as a result of your non-compliance.

4. RISKS

- 4.1. Any trading involves significant risks. Prices can fluctuate on any given day and you may experience increase or lose value in your assets at any given moment. Any currency, virtual or not, may be subject to large shifts in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

- 4.2. Digital Currency trading in particular has special risks. It is not backed by governments or other legal entities, or by commodities, Digital Currency is a unique kind of currency, backed by technology and trust. **Please note that Digital Currency is not backed by a central bank that can take corrective measures to protect the value of the Digital Currency in a crisis or issue more currency.**
- 4.3. Digital Currency is an autonomous and largely unregulated. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.
- 4.4. Moreover, Digital Currency trading is probably susceptible to various factors, **including, but not limited to**, irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply; Confidence in Digital Currency might collapse as a result of unexpected changes imposed by software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral; Confidence might also collapse because of technical problems, for example, if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent Purchases from settling.
- 4.5. You should carefully assess whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency.
- 4.6. Site Managers use banking providers in order to receive your funds and to make payments.
- 4.7. Our banking providers do not transfer Digital Currency, exchange Digital Currency, or provide any services in connection with Digital Currency.
- 4.8. With the exemption of 6.2% annual interest on purchased Digital Currency which Site Managers guarantee, WE DO NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE SITE. IN LIGHT OF THE RISKS ABOVE MENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.**

5. RULES FOR MAINTAINING YOUR ACCOUNT

- 5.1. The Site is for your own personal and non-commercial use only. When registering to the Site, you agree to provide with current, accurate, and complete information about you as prompted by the registration process and the verification process, and to keep such information updated at all times. You further agree that you will not use any account other than yours for your own use, or access the account of any other Buyer at any time, or assist others in obtaining unauthorized access.
- 5.2. The creation or use of an Account without obtaining our prior express permission will result in the immediate suspension of all said accounts, as well as all pending Purchase requests.
- 5.3. Please note: Any attempt to act without accordance to the Terms of Use or to assist others, or the distribution of instructions, software or tools for that purpose, will result in the termination of your Account, without derogating from any other remedy Site Managers may be entitled for and Site Managers may take further actions against you.
- 5.4. You may only open one Account. You are responsible for maintaining the confidentiality of Your Account information, including Your password, safeguarding Your own Digital Currency, and for all activity and Purchases that are posted to Your Account. Site Managers may request additional information as necessary, including in the event of any suspicious activity related to Your Account, including authenticating documents, and may freeze any Purchases pending our review. You are obligated to comply with these security requests, or accept termination of Your Account.
- 5.5. You are required to notify us immediately of any unauthorized use of your Account or password, or any other breach of security by email addressed to support@decoin.io.
- 5.6. Action in the Site of any user or Buyer who violates Terms of Use may be terminated, and thereafter such Buyer or User may held liable for losses incurred by Site Managers or any other user of the Site and its Services or any third party.

5.7. You hereby give your permission to receive emails from us. Such emails will be cancelled upon your request using the "unsubscribe" option presented in any such email, when applicable.

5.8. You agree that you will not use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. In addition, you warrant not to use methods to conceal the location from which you access the Site and that you will disclose to the Site Managers your accurate and true location.

Prohibited Acts. The License granted to You as defined below (the "**License**") for the use of the Services on the Site is subject to your obligation not to engage in any prohibited activity. You acknowledge that Site Managers reserve the right to review, monitor, record and/or disclose any information as may be necessary to comply with any applicable laws, regulations, legal process or governmental request. Should Site Managers determine, in its sole discretion, that the activity on your account is suspicious or related to any prohibited activity or illegitimate operation, Site Managers may cancel or suspend your account, block any outstanding Purchases and deny any new Purchases.

5.9. Third Party Access The Account is for Your own personal use. If you grant access or connect to Your Site Managers Account , You are fully responsible for all acts or omissions of any such third party with respect to the acts or omissions of such third party using Your Account. In addition, You will hold Site Managers harmless and will indemnify and defend the Site Managers from any liability arising out of or related to any act or omission of any third party with access to Your Account.

5.10. To comply with international AML policies (Anti Money Laundering) you are asked to submit a valid proof of identification, and you acknowledge and agree that we shall keep records of your proof of identification in order to verify your identity. We closely follow our users' money transactions and report to the authorities. Please see attached at the end of these Terms of Use a copy of one of our providers

6. ACCOUNT ESTABLISHMENT

- 6.1. Use of the Site and the Services is subject to completing the initial registration process by providing accurate information and documentation, including without limitations, your name, e-mail address, password, and affirming your acceptance of these Terms of Use. The aforementioned notwithstanding, Site Managers may, in its sole discretion, deny you the option to establish the Account, or limit the Accounts that any user may establish and maintain at any time.
- 6.2. You acknowledge that in addition to the above, certain features of Services require that you provide additional personal information and/or documentation, which may include without limitations, your address, telephone number, ID number, birthdate, taxpayer identification number and information regarding your personal bank account details.
- 6.3. You warrant that any and all of the personal information submitted as may be required, is accurate and authentic. Furthermore, you warrant to update the the Site with respect to any changes in or of the information submitted in the Site. Site Managers may use or transfer your information to third party service providers for the purpose of providing you with the Services in the Site or the improvement thereof.
- 6.4. You acknowledge and agree that Site Managers perform inquiries to verify your personal information, whether directly or through the assistance of third party service providers in its attempt to prevent misidentification, fraud, suspicious activity or money laundering or any other forbidden activity and may take actions with respect to the outcome of such inquiries as it deems necessary. You hereby provide Site Managers with your authorization for such inquiries as aforementioned, including with respect to a query of your account information.

7. PROVISIONS OF THE SERVICES

- 7.1. License. The Site Managers grant you with a limited, non-transferable, non-exclusive license to access and use the Site and obtain the Services, subject to the Terms of Use and exclusively for your personal use as permitted by the Site

Managers and as may be further amended by the Site Managers from time to time. You warrant not to, directly or indirectly, copy, modify, create derivative works, reverse engineer, disassemble, distribute, sell or license any of the Site content or any part therein to any third party.

- 7.2. Site Managers cannot and do not guarantee the availability of the Services at all times. You acknowledge that in order to protect the Site and its operation, the Site Managers reserve the right at all times, to delay or deny any Purchase if it perceives a risk of misconduct, fraud or illegal activity, subject to Site Managers' sole, exclusive and final discretion.
- 7.3. Purchases Limits. You acknowledge that certain limits may apply to the Purchase volume in any given period in accordance with Site Managers' policies and other rules and regulations made by various states and authorities as may apply and as may be amended from time to time.
- 7.4. Payment Declined. Site Managers may terminate any Purchase if payment is declined for any reason. If possible, in the event of termination of any Purchase, Site Managers will provide you with notification.
- 7.5. Refund in the Event of Cancellation of Purchase: Refund in the event of Purchase cancelation by the Buyer can only be done until launch of Digital Currency in the bourse in May 2018. In this event the Buyer who cancels his Purchase shall be fully refunded to the credit card account from which he made his Purchase. After the launch, refund will not be available anymore and owners of Tokens (which after the launch will become Coins), will be able to sell them to the public of exchangers.
- 7.6. Refund in the Event of Termination of an Account/Wallet: If an Account, or Wallet, is terminated, while it contains Digital Currency or other currency, the owner of the Account and/or Wallet shall be refunded fully with the exact amount appearing in the Site files. The exact refunded amount shall be determined solely, exclusively and finally by Site Managers.

8. SECURITY

- 8.1. Your login information and password must be kept in strict confidence at all times. Compromise of Your login information may expose you to various risks, including but not limited to theft and/or loss. Site Managers shall not held responsible for any damages or losses which you may sustain as a result of compromise of your account login credentials whatsoever. Any suspected compromise of your login information should be immediately reported to Site Managers at support@decoin.io.
- 8.2. Security and Viruses. Any use of the internet may be subject to virus attack and communication failure. Site Managers 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.
- 8.3. Site Managers recommend that you use a reputable and available virus screening and prevention software at all times. You should also apply caution when reviewing information and/or messages purporting to originate from Site Managers as they are also vulnerable to phishing and spoofing and additional viruses.

9. Site Content Accuracy.

- 9.1. You acknowledge that the Site and any content therein, may contain errors from time to time and may not be accurate or current at all time. In addition, the Site may suffer technical errors. We take reasonable measures to provide you with accurate information as possible, and information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and Services.
- 9.2. You should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and Site Managers shall have no liability for such decisions.
- 9.3. The Site may include links to third party materials which may be provided as a convenience but are not endorsed by Site Managers. You acknowledge and agree

that Site Managers are not responsible for the content or services promoted by any third party or on any third-party sites accessible through or linked to the Site.

10. Payment Service Providers

10.1. You acknowledge that Site Managers may, subject to Site Managers' sole discretion, use third-party payment processing service providers to process any local currency payment between you and Site Managers, including but not limited to payments in relation to your use of the Services and any Purchase executed by you. In such cases, You confirm that Site Managers will provide certain information and/or documentation about you, including but not limited with respect to a Purchase executed by you as needed to complete the Purchase or as required under any inquiry or in the event of detection of fraud or suspicion of such.

11. THE PRICE

11.1. The price as displayed on the Site, will be applicable to each Purchase you execute using the Services (the "**Price**").

11.2. The applicable Price of all Tokens purchased, will be displayed prior to completing each Purchase. Site Managers reserve the right to make adjustments to its Prices at any time as appearing on each Purchase independently.

11.3. Depending on your jurisdiction, you may be eligible to buy from Site Managers through the Site Services subject to the rate assigned to any given Purchase. The Price quoted on the Site for each Purchase may be dependent on the Services you choose to use. Differences may vary.

11.4. Site Managers plan to offer the Digital Currency in the public bourse for the approximate price of US\$0.9. This Price is not final and may change.

11.5. Tokens shall be available for purchase in the Site for lower prices per the following details:

11.5.1. Purchases which shall be made until March 1st 2018: Price US\$ 0.6 per unit

11.5.2. Purchases between March 2nd and April 1st: Price US\$ 0.7 per unit.

11.5.3. Purchases between April 2nd and April 30th: Price US\$ 0.8 per unit.

- 11.6. Bonuses shall be available for Buyers as follows:
- 11.6.1. If You buy Digital Currency in the quantity of up to 500 units there shall be no bonus.
 - 11.6.2. For a Purchase of 501 to 1000 units you will receive a bonus of 2.5% of the Purchase for no additional cost.
 - 11.6.3. For a Purchase of 1001 to 5000 units you will receive a bonus of 5% of the Purchase.
 - 11.6.4. For a Purchase of 5001 units and/more, you will receive a bonus of 10% of the Purchase.
- 11.7. Please note that changes in prices, reduced prices and/or bonuses may occur and vary.

12. PURCHASING DIGITAL CURRENCY

13. Following successfully establishing your Account, including certain verification process as required by the Site Managers, you may begin purchasing Digital Currency on a per Purchase basis.
14. The Site Managers cannot and do not guarantee that all payment methods will be available to you. The availability of each payment method depends on a number of factors, including but not limited to your location, the identification information You have provided the Site Managers, and certain limitations imposed by third party payment processors.
15. Site Managers will use reasonable efforts to deliver the Purchased Tokens of Digital Currency to you at the earliest possibility following the debit issued from your payment method. However, you acknowledge that delivery of the Digital Currency Tokens purchased by you may be completed separately from the actual debit from your payment method, and may take time for the Digital Currency Tokens transfer to be processed. You also acknowledge that on certain occasions, Site Managers may not be able to fulfill your Purchase order.
- 16. Please note: This Site only provides you with the opportunity to buy Digital Currency in the form of Tokens. Using the purchasing Services on the Site does not provide you with a guarantee that you will be able to sell the**

Purchased Digital Currency to the Site Managers or any third party at a later time and at no event will Site Managers be obligated to purchase from you any Digital Currency.

17. COMPLIANCE

17.1. Your use of the Service must be in compliance with all laws, regulations, Anti Money laundering (AML) provisions and Know Your Customer (KYC) regulations applicable to you based on your applicable jurisdiction. It is your exclusive responsibility to ensure that your use of the Site and Services is compliant with the applicable laws and regulations. A full description of AML and KYC policies as provided from one of your providers may be available from time to time at the end of these Terms of Use and a part of them.

17.2. In order to comply the KYC policy, when depositing funds you must submit copies of the following documents:

17.2.1. Valid passport with signature page.

17.2.2. Your credit card with which you make the deposit (front side with only the 4 last digits visible, back side with CVV covered).

17.2.3. A recent utility bill in your name and address.

17.2.4. A signed consent form.

17.3. Please note: we will not be able to finalize your Purchase without these forms and/or documents.

17.4. Applicable Sanctions. You warrant that you will comply with all applicable international economic and export sanctions and any requirement therein. Without limiting the generality of the aforementioned, you will not use the Services available on the Site if any of the following applies to You:

17.4.1. You are a national or resident of Iran, North Korea, Cuba, Syria or Sudan or any other country included in the United States embargo, UN sanctions, HM Treasury's financial sanctions regime (the “**Restricted Territories**”) or You intend to distribute or provide the acquired Digital Currency or the Services to the Restricted Territories; or

17.4.2. Your name appears on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime (the “**Restricted Persons**”) or You intend to distribute or provide the Services to any person of the Restricted Persons.

17.4.3. You are on prescribed Sanctions lists. We will, therefore, screen against United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which we operate.

17.4.4. You are a Politically Exposed Person (PEP).

18. LIMITED ANTI-MONEY LAUNDERING (“AML”) AND COUNTER TERRORIST FINANCING (“CTF”) POLICY

18.1. Various legal systems may define Money Laundering in various terms. You are subject to the legal standards applicable to you.

18.2. In general, money laundering is generally defined as the process where the identity of the proceeds of illegal action and/or crime are so disguised so that as to give the appearance of legitimate income. Criminals specifically target financial services firms through which they attempt to launder criminal proceeds without the firm’s knowledge or suspicions.

18.3. Regardless of the applicability of AML and/or CTF to the Stie, the Site Managers' have implemented systems and procedures that strive to meet the AML legislation. This decision reflects the Site Managers desire to prevent money laundering and not to allow the abuse of the Site and the Services by criminals to launder proceeds of crimes.

19. Applicable Taxes.

19.1. You are exclusively responsible to inquire with respect to the taxes applicable to your Purchase and/or Purchases on the Site. Site Managers are not and will at no event be deemed as providing any tax advice or consultation.

19.2. It is your sole responsibility to report and remit the taxes payable to the appropriate tax authorities.

20. SUSPENSION, TERMINATION, AND CANCELLATION

20.1. You acknowledges that, at any time, Site Managers, subject to their sole and final discretion, will be entitled to terminate your access to the Site and to your Account, including without limitation, to: (a) refuse processing, to cancel or to reverse any Purchase of Digital Currency, regardless if corresponding funds have been debited from your payment method; or (b) suspend, restrict, or terminate your Account; or (c) prohibit access to the Site and its content, tools, delay or remove hosted content and take technical and legal measures to keep users off the Site due to any reason subject to Site Managers' sole, exclusive and finale discretion, including without limitation as a result of: (i) Violation of these Terms of Use, including without limitations, failure to pay for any Purchase; or (ii) Attempts to gain unauthorized access to the Site or another person's account or providing assistance to others' attempting to do so; or (iii) Site Managers have reasonable suspicion that a Purchase involves illegal activity, including without limitations, money laundering, terrorist financing, fraud, or any other crime; or (iv) Site Managers reasonably suspect that your Account or any Purchase is related to prohibited use or is non-compliant with any applicable laws or regulations; or (v) Site Managers are requested to do so by a court order, law enforcement or other government or regulatory order or if your Account is subject to litigation or investigation; or (vi) subject to Site Managers' discretion, you abuse the Services provided in the Site, including but not limited to opening multiple accounts and/or taking advantages of promotions in bad faith; or (vii) Any of Site Managers' third party providers denies providing you the Services; or (viii) if Site Managers believe you or other users are creating problems or possible legal liabilities; or (ix) force majeure events, including operational and technical errors.

20.2. The abovementioned notwithstanding, Site Managers may, subject to their sole, exclusive and final discretion terminate Services or refuse to open an account for anybody and/or terminate your use of the Site.

20.3. Upon any suspension, termination or cancellation of a Purchase, Site Managers are under no obligation to allow you to reinstate such Purchase and may not provide you the same price or same terms as any canceled Purchase.

20.4. In the event your account is terminated by Site Managers, they may provide you with notice of termination. In addition, you acknowledge that Site Managers are not obligated to disclose any findings and information acquired by Site Managers' security and risk management procedures.

21. Termination by You.

21.1. You may terminate your Account at any time by submitting your request to terminate your Account at support@decoin.io. No termination fee shall apply, except that you will be responsible for fulfilling any outstanding payment obligations existing as of the effective date of termination and to settle any pending Purchases. Site Managers reserve the right to suspend any pending Purchases at the time of cancellation.

21.2. We retain information for as long as we have a business or tax need or as required under applicable laws, regulations and/or government orders from time to time. Following termination of the Account, the Site Managers endeavors to erase and discard of your data subject to the limitations and requirements under the applicable laws and regulations.

22. LIMITATIONS OF LIABILITY; RELEASE; INDEMNIFICATIONS

22.1. THE SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SITE MANAGERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SITE MANAGERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO THE SITE, THE SERVICES, OR ANY PART OR MATERIALS MADE

AVAILABLE THEREIN, WILL BE ERROR FREE, CONTINUOUS, UNINTERRUPTED OR ACCURATE.

22.2. IN NO EVENT WILL SITE MANAGERS, THEIR AFFILIATES OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO YOU OR ANYONE ON YOUR BEHALF, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS, LOSS OF REVENUES OR DATA, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SITE MANAGERS SITE OR SERVICES OR THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

22.3. Site Managers specifically make no warranties, representations or guarantees regarding the time required to complete processing any request provided by you, including electronic debit or credit using credit cards, bank accounts or checks, which are dependent upon many factors outside of Site Managers' span of control. Without derogating from the aforementioned, we make efforts to process your requests in a timely manner.

23. Release.

23.1. Any disputes between you and any other user of the Site shall be exclusively resolved between you and such user, and you release the Site Managers, their affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

24. Indemnifications.

24.1. You agree to defend, indemnify and hold Site Managers, their affiliates, employees, directors, representatives and Service Providers, and each of their or their respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including but not limited to attorneys' fees, damages, costs, fines, fees or penalties suffered by the Site Managers, arising out of or related to (i) Breach by You of the Terms of Use; or (ii) Your use of the Site or Services; or (iii) any violation by You of any law, rule, regulation, or the rights of any third party.)

25. MODIFICATION AND TERMINATION OF SERVICES

25.1. Site Managers may suspend or terminate, with immediate effect, the operation of the Site or the provision of any part of the Services offered therein should such become illegal or subject to demand by any competent authority or is under any risk or exposure to any claims should it fail to do so, or any other reason, all subject to Site Managers' sole, exclusive and final discretion and you will have no complaints or demands with that respect.

25.2. In addition, although in principle the duration of this Site is undetermined, Site Managers reserve the right to modify, suspend or terminate the provision of any Service or content, in whole or in part, at any time and without notice to users.

25.3. Site Managers may also change the Terms of Use of the Site or the Services offered at any time, including but not limited to:

25.3.1. Change the prices without prior notice.

25.3.2. Deny sale to users accessing the Services using anonymity tools, IP hiding and all those that hide identification and/or origin or fail to provide any documentations.

25.3.3. Deny sale to users who do not demonstrate minimum trust requirements, including without limitations, trust based in implementing algorithms on the data provided by them.

25.3.4. Close the sale and/or Site temporarily or permanently without notice.

25.3.5. Your use of the Services following any amendment to the Terms of Use constitutes your acceptance of such amendments.

25.3.6. You are responsible to follow changes in Terms of Use and act according to the newest format.

26. AVAILABILITY

26.1. All Services are provided without warranty of any kind, either express or implied. Site Managers do not represent that this Site will be available at all time and/or at all to meet your needs.

26.2. Site Managers will strive to provide you with the Services as soon as practicably possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

26.3. Site Managers will use commercially reasonable endeavors to ensure that the Site is accessible to you in accordance with these Terms of Use.

26.4. Site Managers may suspend use of the Site for maintenance and will make reasonable efforts to give you notice, however, you acknowledge that this may not be possible in certain events, including but not limited to events of emergency.

27. NO FINANCIAL ADVICE

27.1. For the avoidance of doubt, and only for the sake of clarity, Site Managers do not provide any financial and/or investment advice in connection with the Services contemplated by these Terms of Use.

27.2. We may provide information on the price, range, volatility of Digital Currency and events that have affected the price of Digital Currency but this is not considered financial and/or investment advice and should not be construed as such.

27.3. Any decision to Purchase Digital Currency is your exclusive decision at your own risk and Site Managers will not be liable for any loss and/or damage you and/or other persons suffer.

28. FINANCIAL REGULATION

- 28.1. Our business model, and our Service, consists of facilitating the buying of Digital Currency from the Site Managers subject to Site Managers' sole, exclusive and final discretion, in an unregulated, international, open payment system.
- 28.2. Despite the aforementioned, certain jurisdictions apply regulations and/or may apply such regulations at a later time, in which case the provision of the Services will be amended accordingly or terminated to the extent such amendments are not possible.

29. Privacy

- 29.1. Site Managers do everything under their control to keep all details that you provide to the Site and/or details that the Site collects while you use the Site as private as possible. Site Managers shall not transfer this information to any third party, unless they are under obligation to do so as detailed above and below, due to the nature of payment for Services or due to other reasons, under the sole, exclusive and final decision of Site Managers.
- 29.2. If payment for Digital Currency is made through a provider which is not Site Manager, it is agreed and acknowledged that all responsibility for user's data that is provided in the process of payment is under the sole responsibility of payment provider and Site Managers shall not be held responsible for such data in any way shape or form.
- 29.3. However, because of reasons that are beyond the control of Site Managers such details maybe collected through software/s and/or applications and/or other internet activity that is/are unknown to Site Managers and function through the internet without their knowledge and/or awareness. You hereby confirm and declare that you shall not hold Site Managers responsible in any way for such breach of your privacy.

30. Creative Rights

- 30.1. Full creative rights and Intellectual Property (“**IP**”) in the Site, including but not limited to all content in any form, including designed products, names of products, texts, pictures, videos, drawings and any information whatsoever regarding the Site Managers and/or information they have and/or any other information in the Site, inclusive in the Site, in every shape or form, whether in source code and/or destination code (“**Site Content**”) are the property of Site Managers and/or its suppliers and/or business partners.
- 30.2. Site Managers retain their full rights regarding Site Content, including but not limited to creative rights, patents, design patents, trademarks, and all other rights that they may have now and/or in the future. You hereby declare and confirm that you shall not infringe on the right/s of the Site Managers, including but not limited to changing the contents, using them elsewhere and so on. You declare and confirm that you are aware that this includes photographs that appear on the Site and all rights in the photographs are the exclusive property of Site Managers.
- 30.3. You confirm and declare that you shall not infringe on Site Managers rights, including but not limited to copy, and/or distribute, and/or show in public, and/or give to a third party and/or sell and/or rent any part or all of the Site Contents without receiving a written approval in advance from Site Managers. Terms of Use shall not be construed in any way to be understood as if you are receiving any right/s, including creative rights of any form.
- 30.4. You declare that you shall not in any way change Site Content and/or use Site Content, including but not limited to contents that are meant for downloading, for any goal but the goals defined in Terms of Use, including but not limited to using the Site Contents in any other site and/or another computer system. You declare that you are aware that such usage is strictly forbidden and shall be conceived as infringement of Site Managers including all legal and other possible outcomes.
- 30.5. In this Terms of Use, Site Contents shall also include all information in the Site including designs, drawings, photographs, texts, video and/or audio that shall be available to the Site users through equipment existing now and/or in the future,

whether it is or isn't under the control and/or ownership of Site Managers or a third party that is allowing or shall allow Site Managers to use it.

- 30.6. Site Managers are bound to protect the rights of IP owners according to all law. Please notify Site Managers regarding any infringement in relation to the Site and Site Managers shall deal with every notification seriously and in due time according to all law.

31. Waiver

- 31.1. The Site, its content, the services and products presented in it are offered for use in an "as is" condition, subject to Terms of Use, and Site Managers shall have no commitment and/or obligation and/or responsibility in any shape or form, formally and/or informally, directly and/or indirectly, according to any law, including but not limited to regarding the technical details and workability of the Site, infringement of any rights and/or accessibility of certain people and/or for any goals.
- 31.2. Site Managers are not responsible and/or do not guarantee and/or do not promise anything with regard to using the Site and/or the results of using it, including the accuracy of the contents, their credibility, reliability, truthfulness, or anything else regarding the contents. You are hereby declare that you shall take any measures to protect yourself against any claim, damage and/or loss which may be caused to you and/or to others as a result from using the Site and/or relying on it and/or contents in it.

32. Access to People with Disabilities

- 32.1. Site Managers do everything in their power in order to make the Site accessible to people with disabilities. If you and/or someone you know have any problem with Site accessibility, or if you recognize a problem of this sort in the Site, please turn to Site Managers and they will do everything reasonable in the power to solve any such problem.

33. Compensation

33.1. You hereby confirm and declare that if you are in breach of any or the terms in these Terms of Use and/or infringe on any right of a third party and/or break any law and/or act not according to any legal regulations while using this Site (the "**Infringement**") and this Infringement shall cause damage and/or loss and/or payment and/or expense to Site Managers and/or Site workers and/or people who are acting on behalf of it and/or someone else in relation to the Site ("**Site Managers and Workers**") including but not limited to legal fees, expert fees, legal process fees and the like, you shall compensate Site Managers and Workers for any and all Infringement and all expenses that shall be caused to Site Managers and Workers.

34. Warranty Limitation

34.1. Site Managers and Workers are not responsible and shall not be responsible, under any circumstances, for using the Site and/or delay in using it and/or inability to use it and/or loss of products and/or data and/or loss of revenues resulting from delay and/or inability to use and/or from using the Site and/or its contents and/or products and/or with relation to the Site, because of mistakes and/or inaccuracies, and/or fault, problem, security hole and/or any other fault in the Site. Site Managers and Workers shall not be claimed to pay you for any direct and/or indirect and/or special and/or resulting and or any damages whatsoever.

35. Links to other Web Sites

35.1. Site Managers cannot and do not commit that links to other sites, as long as such links exist on the Site, shall be reliable and will lead to an operating internet site. The existence of a link to a certain web site in the Site (the "**Linked Site**") shall not be construed as if the Linked Site is reliable and/or up to date and/or full and Site Managers shall not be responsible in any way shape or form regarding the Linked Site.

35.2. In addition, and without derogating from the above, Site Managers are not responsible in any way shape or form to any direct and/or indirect damages caused to you and/or your property and/or your rights and/or to third parties as a result

from using and/or relying on certain information and/or content appearing in Linked Sites and/or because of using and/or relying on certain data appearing in Linked Sites. In addition, all content in Linked Sites, including any and all opinions, offerings, proclamations and/or any other data presented by third parties (the "**Opinions**") are the Opinions of those third parties and do not in any way reflect the opinions of Site Managers.

35.3. You declare and confirm that if you wish to create a link to a Linked Site you will not present it as if the Site Managers have anything to do in any way shape or form to the Linked Site and/or to the legal entity which is behind it and/or its products and/or services and/or any other activity in which the legal entity is involved in any way. Linked Site shall not damage Site and/or Site Managers in any way or derogate from their good name and reputation. Site Managers retain the right to cancel their consent to have a link to a Linked Site on the Site and delete any link, subject solely to their final exclusive opinion without appeal or objection.

35.4. You are requested to review the policies posted by Linked Sites regarding privacy and other topics before use. Site Managers are not responsible for third party content accessible through the Site, 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.

36. No Persuasion / Advertising Activity

36.1. Publication of data in the Site, which is not related to Site Managers and/or their products and/or their services and/or other processes of Site Managers, does not and shall not be construed as a recommendation, support or encouragement from Site Managers regarding said message and does not create sponsorship.

37. Withholding Service

37.1. Site Managers retain their right to stop the activity of any user in the Site, at any time, without notice, according to Site Managers sole exclusive and final consideration if user does not comply with Terms of Use and/or any law and/or regulations, including but not limited to blocking IP number and/or technical difficulties in operation of the Site.

37.2. If user breaches these Terms of Use and/or any law and/or regulations Site Managers will have the right to expose user name and other details known to them according to their final, exclusive, sole consideration without a court order and you hereby waive any claim against Site Managers and/or their workers in relation to exposing your name and other details.

38. Governing Law

38.1. Bulgarian law exclusively governs this Site and Terms of Use and everything regarding them. Any legal claims, conflicts and/or controversies regarding Site and/or Terms of Use and/or using the Site and/or Site contents and/or everything regarding the Site will be brought to the appropriate court in Sofia which shall deal with all of the above exclusively according to Bulgarian law. Foreign law and foreign and/or international tribunals and/or courts are hereby explicitly excluded from being applied and/or being appropriate to deal with anything and everything regarding the Site.

38.2. If a term of the Terms of Use or parts of such term is ruled to be inappropriate and/or illegal and/or not valid by an appropriate court of law and is canceled, none of the other terms and/or terms in the Terms of Use and/or parts of any term and/or terms shall be canceled. Cancellation of a term of the Terms of Use or part of such term shall be isolated only to that term or part of it and shall not apply to other terms.

38.3. Arbitration Clause: In some cases, decided solely, exclusively and finally by Site Managers, Site Managers may agree to solve a dispute arising with respect to these Terms of Use by arbitration. In these cases the dispute will be exclusively submitted to confidential arbitrations by sole arbitrator agreed upon by the parties (and if not agreed upon, one will be appointed by the Bulgarian chamber of

commerce) whose ruling will be provided within thirty (30) days and shall be deemed final and binding. The arbitration will be performed in the English language (unless otherwise agreed by the parties), and each party will be equally responsible for the costs of arbitration.

39. Miscellaneous

- 39.1. These Terms of Use contain the full contract between you and Site Managers. Terms of Use can only be modified by updating them by Site Managers and cannot be modified otherwise. Site Managers retain all of their rights, including the right to transfer all of their rights and/or commitments, partially or fully, freely and without any limitation, solely and exclusively according to their consideration.
- 39.2. If Site Managers decide according to their sole exclusive and final consideration to waive any of their rights regarding a certain breach in the Terms of Use, such waiver shall not be construed in any shape or form as a waiver of another terms in Terms of Use, similar or different. Site Managers shall update the Terms of Use occasionally in the Site without notice and you are responsible to keep yourself updated with these changes.
- 39.3. Site Managers hereby announce that they do not commit that the Site does not close and/or that the activity in it shall not be halted temporarily or constantly and they retain their right to close the Site and/or its activity at any time according to their sole, final, exclusive consideration. You hereby confirm and declare that usage of the internet sometimes involves interferences that are beyond the control of Site Managers and/or Site and neither of them shall be considered responsible in any way, shape or form to any obstruction and/or loss of data while transferring data to the internet and/or in any other time. It is also possible that the Site shall be unavailable and/or inaccessible from time to time due to various reasons, including but not limited to maintenance of the Site. Access to the Site may be stopped at times, from various reasons, and/or obstructed and/or halted, temporarily or terminally. You hereby confirm and declare that you exempt Site Managers and/or

Site from any responsibility due to any or all damage and/or payment and/or loss that you shall suffer as a result from the above and you shall not hold Site and/or Site Managers responsible for any of the above damages that you may suffer and shall have no claim against them. However, Site Managers shall do everything under their considerable capabilities to carry out their commitments before permanently shutting the Site, if such occasion happens.

- 39.4. Entire Agreement. These Terms of Use in their most recent form, as well as the format that was applicable for users when they used the Site in the past, all according to Site Managers' exclusive, sole and final decision, comprise the entire understanding and agreements between you and Site Managers 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 Terms of Use, if not applicable), and every nature between and among you and Site Managers.
- 39.5. Section headings are for convenience only, and shall not govern the meaning or interpretation of any provision of Terms of Use.
- 39.6. Relationship of the Parties. Both you and the Site Managers are independent contractors, and nothing in these Terms of Use shall be deemed to create between you and the Site Managers any other form of relationship, and the parties shall not be deemed to be partners, joint ventures or agents, in any way, shape or form. You are not authorized to make any obligations on behalf of the Site Managers.
- 39.7. Amendments. Site Managers may amend or modify the Terms of Use by posting on the Site Managers Site the revised Terms of Use, and the revised Terms of Use shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that Site Managers shall not be liable to you or any third party for any modification or termination of the Site Services, and/or suspension and/or termination of your access to the Site Services, except to the extent otherwise expressly set forth herein.
- 39.8. Assignment. You may not assign any rights and/or licenses granted under these Terms of Use, the right to use the account is exclusively yours for personal

use. Site Managers reserve the right to assign rights without restriction, including without limitation to any Site Managers affiliates or subsidiaries, or to any successor in interest of any business associated with the Site Managers Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

- 39.9. Severability. If any provision of these Terms of Use 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 of Use shall not be affected.
- 39.10. Change of Control. In the event that Site Managers are acquired by or merged with a third party entity, Site Managers reserve the right, in any of these circumstances, to transfer or assign the information Site Managers has collected from you as part of such merger, acquisition, sale, or other change of control.
- 39.11. Survival. All provisions of these Terms of Use which by their nature extend beyond the expiration or termination of these Terms of Use, including, without limitation, sections pertaining to suspension or termination, Site Managers Account cancellation, debts owed to Site Managers, general use of the Site Managers Site, disputes with Site Managers, and general provisions, shall survive such developments.
- 39.12. Force Majeure. Site Managers 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 labor dispute, fire, 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 Site Managers' reasonable control and shall not affect the validity and enforceability of any remaining provisions.

39.13. English Language Controls. Notwithstanding any other provision of these Terms of Use, any translation of the Terms of Use, if provided, is provided for your convenience. 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.

40. Site Managers wish good luck to all users and a pleasant and fruitful experience in the Site.

41. Site Managers can be reached through support@decoin.io