

CRYPTOXCHANGER PLATFORM TERMS AND CONDITIONS

These Terms and Conditions define the rules for using the Cryptoxchanger platform (hereinafter referred to as: **"Platform"**) and services provided by DEC Sp z o.o. (hereinafter referred to as: **"Operator"**, see more in §1 Definitions). Platform is an online blockchain technology-based platform which shall provide to the User opportunities to participate in ICO.

An Initial Coin Offering (hereinafter referred to as: **"ICO"**) is an event in which an organization swaps all or part of an amount of blockchain-based coins for other cryptocurrencies to raise funds. Coin holders are often incentivized through loyalty bonuses based on the coins owned. The potential increase of the currency, due to its usability for various purposes, is also a driving incentive for participants.

In order to use the Platform properly and safety, each User shall familiarize with:

1. these Terms and Conditions and Privacy Policy,
2. separate document which contains a detailed list and description of services provided by the Operator, including ICO and description how Platform works, which is located at: <https://cryptoxchanger.io/EXCC-WhitePaper.pdf> (hereinafter referred to as: **"Whitepaper"**)
3. pop-ups which can be found in the User's panel after creating an Account.

You agree, that using Platform and participating in ICO might carry financial risk. It should be used only as an experimental software utility.

You fully understand, realize and agree with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the Platform and ICO, blockchain technology, blockchain-based software systems and their risks, and understand the risks and implications of purchasing the coins in ICO.

In case of pulling Operator out of ICO, the Operator undertakes to exercise due diligence in returning to individuals all of the investment currencies (cryptocurrency) transferred to participate in ICO.

By using the Platform Users agree to the Terms and Conditions. If Users do not agree to the Terms and Conditions they are not entitled to use the Platform.

TO READ MORE ABOUT WARRANTIES AND EXCLUSION OF LIABILITY LOOK AT §7 OF THESE TERMS AND CONDITIONS.

§1 Definitions

Under the Terms and Conditions, the following terms will apply:

- a) **Terms and Conditions** - this document defining the rules for using the Platform,
- b) **Platform** - the Cryptoxchanger platform available at www.cryptoxchanger.net, through which the Operator will provide Services to the User; Platform is an online blockchain technology-based platform which shall provide to the User opportunities to participate in ICO.
- c) **Operator** – the company operating under the business name DEC sp. z o.o.
- d) **Services** - services provided by the Operator through the Platform, in particular possibility to participate in ICO,
- e) **ICO** - An Initial Coin Offering (ICO) is an event in which an organization swaps all or part of an amount of blockchain-based coins for other cryptocurrencies to raise funds,
- f) **User** - a natural person with unrestricted capacity to perform legal transactions or a limited capacity to perform legal transactions, legal person or an organizational unit without legal personality, who in any way uses the Platform or services provided on the Platform by the Operator and accepted these Terms and Conditions.
- g) **Account** - personal access to services provided by the Operator via the Platform granted to the User through its free registration in the Operator database.

§2 Technical conditions

1. To use the services provided on Platform properly, including the ability to register and log to the Account, the following are required:
 - a) Internet access;
 - b) multimedia devices having Internet access,
 - c) a web browser for displaying hypertext documents linked in the Internet by a web-based web service and operating on JavaScript programming language on the screen, and also accepting cookies,
 - d) in case of registering the Account - having an active email account (e-mail);
2. Within the Platform, it is forbidden for Users to use viruses, bots, worms and other computer codes, files, or software (particularly for automating the processes of scripts and applications or other codes, files, or tools).
3. The Operator informs that it uses cryptographic protection for electronic transfer and digital content by applying appropriate logical, organizational and technical measures, in particular to prevent third-party

access to data, including SSL encryption, passwords access and anti-virus or anti-malware programs software.

4. The Operator informs that despite the application of the securities provided by the Operator referred to in sec. 3 above the use of the Internet and services provided electronically may be at risk of access to the IT system and User equipment, harmful software or access to data on this device by third parties. In order to minimize the mentioned threat, the Operator recommends User to use anti-virus systems or means which protect an identification in the Internet.
5. The Operator uses a "cookie" mechanism which, when Users are using the Platform website are being stored by the Operator's server on the hard disk of the User's terminal. The use of "cookies" is intended to help the Platform to work properly on Users terminals. This mechanism does not destroy the User's terminal and does not cause configuration changes in User's terminals or in software installed on these devices. Each User may turn off the "cookies" mechanism in the web browser of his or her terminal device. The Operator indicates that the exclusion of "cookies" may cause difficulties or may make impossible to use the Platform.

§3 Services provided electronically

1. Acceptance of this Terms and Conditions is tantamount with concluding the agreement of electronically supplied services with Operator in scope of running the Account and other Services described in these Terms and Conditions.
2. If User wants to use the Services he or she is required to register and create an Account on the Platform, according to the §4 of these Terms and Conditions.
3. Account registration on the Platform requires familiarization with the Terms and Conditions and its acceptance. As part of the Services provided on the Platform, the Operator provides Users access to the Platform and undertakes to maintain it without undue interruption or downtime.

§4 User's Account registration

In order to use the Account Service and to obtain status of a User, each person should (under the pain of not being able to share the Account):

a) create an Account by providing the following correct and complete data in the registration form:

- e-mail address,
- password,

b) accept the Terms and Conditions

c) The operator reserves the right to extend the registration form by additional fields, which fulfilling will be voluntary.

d) Immediately after submitting the registration form, the agreement for providing Services is concluded and Operator starts to provide Services. Operator will inform the User about registering the Account by sending message to the User's e-mail address provided in the form.

e) The Operator may refuse to register the Account and give the status of the User if the data provided at time of establishment of the Account are incomplete, untrue, or potential User was not entitled to provide them.

f) If there is any doubt as to the completeness or truthfulness of the provided data, the Operator may make the registration of the Account conditional upon submission by the potential User of appropriate confirming documents.

§5 Personal data

For the purpose of informing Users about the way, purpose and other relevant elements of personal data processing Operator establishes a separate document - the Privacy Policy, located on the website <https://cryptoxchanger.net/pages/privacy>

§6 Maintenance and errors

1. Operator will carry out maintenance and updates in a way which is least onerous to the quality and continuity of the provision of the Services.
2. The Operator is not liable for any disruption in the proper functioning of the Platform, as well as loss resulting from force majeure, unauthorized acts of third parties, or as a result of the Operator's efforts to improve the functionality of the Platform. The Operator will, as far as possible, inform in advance of any interruption in its operation, in particular about maintenance interruptions and technical interruptions.
3. The User should report any failure and errors to <https://cryptoxchanger.net/support/notLoggedIn> The failure report should include the most accurate description of the failure. Operator will remove the failures for which it is responsible as soon as possible.

§7 NO WARRANTIES; EXCLUSION OF LIABILITY

1. AND THE RELEVANT AUTHORS SHALL BE THE ONLY PARTIES AUTHORISED TO MAKE USE OF SUCH MARKS. USING THE MARKS INDICATED ABOVE SHALL BE STRICTLY FORBIDDEN UNLESS IT IS PERMITTED UNDER THIS TERMS AND CONDITIONS.

2. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO USER, THE LIMITATIONS WILL APPLY TO USER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

§8 Complaints

1. Users have the right to file complaints about the Platform and Services activities.
2. The User can address his or her complaints to the Operator address or to <https://cryptoxchanger.net/support/notLoggedIn> The complaint should identify the User and describe the event being the subject of the complaint, and in particular should include the number assigned to the User, to which complaint refers (if he or she has such number).
3. Operator will respond to the received complaint within 30 days. User will be informed about how his or her complaint will be handled by email and if User has made a complaint in writing, either by email or in writing.
4. The provisions of this paragraph shall not apply to Non-Consumer Users to which Operator's liability under the warranty is excluded.

§9 Deletion of profile, agreement termination and termination by notice

1. User acknowledges that the Operator Services, by their very nature and character, are in principle provided promptly upon their request by the User. According to art. 38 of the Act on Consumer Rights of 30 May 2014, the right to withdraw from a distance agreement does not apply to the User which is a consumer with reference to service agreement if the entrepreneur had performed the full service on the express consent of the consumer who was informed prior to the commencement of the service that, after fulfilment of the services by the entrepreneur, consumer will lose his right to withdraw from the agreement. Consequently, User does not have the right to withdraw from the agreement within the statutory term (14 days).
2. Agreement for providing Account services concluded by and between Operator and User shall be terminated upon deletion of his or her own Account by the User or in case indicated in point 3 below.
3. Operator may terminate the agreement with User and delete his or her Account if her or she infringed the provisions of these Terms and Conditions or infringed the provisions of law in force in relation to his/her use of the Platform and fail to cease such infringements in spite of having been urged to do so.
4. The relevant User shall be notified of agreement termination and Account deletion in line with the provisions of point 3 above via e-mail to the address indicated in the Account registration form.
5. Removal of the Account is tantamount with making a statement of termination of the agreement concluded by and between User and Operator.

6. Removal of the Account does not release the User from fulfilling any obligation to Operator, another User or any third party arising out of, or in connection with the use of the Platform.
7. In case of termination of the agreement for Services, User shall immediately cease using Services.
8. Any content stored and transmitted by the User under the Services will be removed by Operator within 14 days from the moment when Services became terminated.

§10 Final provisions

1. Operator reserves the right to introduce changes to the Terms and Conditions. Any and all changes of the Terms and Conditions shall be announced on the Platform at least 14 days before they become effective. Users shall be notified of changes regarding the Terms and Conditions also via e-mail to the address indicated in the Account registration form at least 14 days in advance. Within 7 days from the effective date of the amended Terms and Conditions, Users shall have the right to make a declaration expressing their lack of consent to being subject to such amended Terms and Conditions. Such declaration shall amount to termination by the User of the agreement for providing Service by Operator.
2. An online dispute resolution between consumers and entrepreneurs at the EU level (ODR platform) platform is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a service contract.
3. If any provision of these Terms and Conditions proves to be ineffective or invalid in whole or in part, it does not affect the validity and enforceability of the remaining provisions of the Terms and Conditions.
4. This Agreement will be governed by and interpreted in accordance with the laws of the Republic of Poland. The User and the Operator both submit to the authority of the courts in The Republic of Poland.
5. This version of Terms and Conditions shall enter into force on 02.12.2017.
6. The current version of the Terms and Conditions is available for download also in PDF format at: <https://cryptoxchanger.net/TermsOfService.pdf>