

CRYPTOXCHANGER PLATFORM TERMS AND CONDITIONS

These Terms and Conditions define the rules for using the Cryptoxchanger platform (hereinafter referred to as “The Platform”) and services provided by DEC sp z o.o. (limited liability company) sp. K. (limited partnership) (hereinafter referred to as “Operator,”) see more definitions in (1) Definitions. Platform functions based on an online blockchain technology which shall provide to the Users, opportunities to exchange the cryptocurrencies.

In view of achieving a satisfactory and safe use of the Platform, each User shall be familiarized with these Terms and Conditions and the Privacy Policy.

By using this platform, you hereby agree and acknowledge that blockchain and the exchange of cryptocurrency may be associated with financial risks. And it should be used only as an experimental software utility.

You fully understand, realize and agree with the information regarding the functionality, usage, storage, transmission mechanisms and other material features of the Platform, blockchain technology, and blockchain based software systems and their risks, and you understand the risks and implications of exchanging cryptocurrency.

By using the Platform, you represent and warrant that you are:

- At least 18 years old and have full capacity to contract under applicable law;
- Only transacting on Platform with legally-obtained funds that belong to you;

- Not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or your use of the Platform; and,
- Comporting with and obeying all applicable laws.

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 KNOW MORE ABOUT:

WARRANTIES AND EXCLUSION OF LIABILITY LOOK AT §7, RULES OF EXCHANGING CRYPTOCURRENCIES, LOOK AT §5 OF THESE TERMS AND CONDITIONS.

§1 Definitions

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

1. Terms and Conditions - this document defining the rules for using the Platform,
2. 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 Exchange the cryptocurrency.
3. Operator - the company operating under the business name DEC sp. z o.o. (limited liability Company) sp.k. (Limited partnership).

4. Services - services provided by the Operator through the Platform, in particular, an opportunity to Exchange the cryptocurrency.
5. Exchange - Service to exchange indicated type and value of cryptocurrency to another cryptocurrency on the terms specified in these Terms and Conditions.
6. User - a human being with the unrestricted capacity to perform legal transactions or limited capacity to perform legal transactions, legal personality or an organizational unit without legal personality, who in any way uses the Platform or services provided on the Platform by the Operator after accepting these Terms and Conditions.
7. Account – personal access to services provided by the Operator via the Platform granted to the User through its free registration process in the Operator database.

§2 Technical conditions

1. To use the services provided on The Platform properly, including registration and login to the Account, the following are required:
 - a. Internet access;
 - b. multimedia devices having Internet access,
 - c. a web browser that displays hypertext documents linked on the Internet by a web-based web service and operating on JavaScript programming language on the screen, and also accepting cookies,
 - d. Regarding account registration - having an active email account (e-mail);
2. On the Platform, it is forbidden for Users to deploy 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 hereby declares 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 declares that despite the application of the securities provided by the Operator referred to in section 3 above the use of the Internet and services provided electronically may be at risk of unauthorized access to the IT system and User equipment, harmful software or unauthorized access to data on this device by third parties. In order to minimize the mentioned threat, the Operator recommends Users to implement anti-virus systems or means which offer identity protection on the Internet.
5. Any and all names, geographical indications, visual and verbal marks, and other distinguishing marks placed on the platform are unless otherwise identified, considered as trademarks or other marks subject to legal protection. Operator and other companies authorized by the operator and the relevant authors shall be the only parties authorized to make use of such marks. Using the marks indicated above shall be strictly forbidden unless it is permitted under this terms and conditions.

§3 Services provided electronically

1. Acceptance of this Terms and Conditions is tantamount to agreeing to electronically supplied services with Operator in the scope of running the Account and other Services described in these Terms and Conditions.
2. If Users wish 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 Users Account registration

In order to use the Account Services and to attain the status of a User, each person should (while acknowledging that account sharing is prohibited):

a) Create an Account by entering the following correct and complete information 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 including additional fields, which may be voluntarily completed.

d) Upon submitting the registration form, the agreement regarding service provision is concluded, and Operator starts to provide Services. The operator will inform the User of the account registration details by sending a message to the User's e-mail address provided in the form.

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

f) In the case of doubts regarding 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 Rules of Exchange

1. The Operator processes Exchange for a fee. The Operator charges a fixed exchange fee for each Exchange in the amount of 0.5%.
2. Users that bought the EXCC cryptocurrency during the ICO organized by the Operator have an opportunity to Exchange one cryptocurrency for another cryptocurrency free of charge (without the commission) till 1st June 2018.
3. Users that bought EXCC cryptocurrency outwith the ICO organized by the Operator who wishes to transfer it to the Platform's wallet will have an opportunity to use lower exchange fee (0.25%) for each Exchange on different cryptocurrency transactions. In order to benefit from the lower commission, Users should hold their EXCC in the Platform's wallet. Transfer of EXCC will result in losing the possibility to use the lower exchange fee. The minimum required amount of EXCC needed to qualify for the discount is 200 EXCC coins.
4. The Operator has the right to add or delete pairs of cryptocurrencies within which Exchange is possible.

[Referral Program]

1. Only registered Users are eligible to participate in the Referral Program.
2. Referral is a person who used User's referral link during registration.
3. The referral commission is paid only for completed exchanges done by the User's referrals.
4. After a successful exchange done by User's referral, the User who recommended our Platform will receive 50% of the exchange fee we collect. The commission will not be paid if the referral had a fees-free exchange.

[Refund Policy]

1. Cryptocurrency rate is not a fixed rate. The Operator's conversion service attempts to provide accurate price and exchange rate information, which is volatile and subject to quick irregular fluctuation even without the knowledge of the User. Due to the rate fluctuations of cryptocurrencies, the difference can be 5% to 10% depending on the chosen pair of cryptocurrencies earmarked for Exchange. In the event of the Exchange exceeding the values mentioned above, 5%-10% means will be returned to the User's wallet.
2. In case of blockchain-network breakdown or if there is a problem with the exchange of cryptocurrency, the Operator shall apply due diligence to reimburse (refund) the value of cryptocurrencies that have been deputed to Exchange by the User. The Operator has the right to demand the so-called miner fee for transmission.
3. Deposits under 1 EUR are too small to be refunded due to the mining fee and administrative costs. The operator shall not refund any cryptocurrencies that are worth less than 1 EUR or equivalent value. Users are advised not to use the Platform for orders under this value.

4. Users have a maximum of 90 days to reclaim any assets that are held in the Platform system due to an error made by you or The Platform. Refund requests submitted after the 90 day period will not be refunded. All decisions by Operator with respect to refunds in these circumstances are final.

§6 Personal data

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

§7 Maintenance and errors

1. The Operator will carry out maintenance and updates in a manner which is least onerous to the quality and continuity of Service provision.
2. The Operator is not liable for any disruption in the proper functioning of the Platform, as well as a 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, through all possible means, inform Users in advance of any interruption in its operation, in particular regarding maintenance interruptions and technical interruptions.
3. The Users should report any failure and errors to the e-mail address: support@cryptoxchanger.net. The failure report should include the most accurate description of the issue. The Operator will remove the faults for which it is responsible as soon as possible.

§8 NO WARRANTIES; EXCLUSION OF LIABILITY

1. ALL PURCHASES OR EXCHANGE ARE NON-REFUNDABLE. CRYPTOCURRENCIES, TOKENS, AND DIGITAL ASSETS ARE, BY THEIR NATURE, GENERALLY IRREVERSIBLE, AND THEIR EXCHANGE RATES ARE HIGHLY VOLATILE AND TRANSITORY. WE WILL NOT BE RESPONSIBLE FOR ANY RISKS DURING THE USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO EXCHANGE RATE RISK AND MARKET RISK. ALL PURCHASES OR EXCHANGE OF COIN, TOKEN OR CRYPTOCURRENCY ARE FINAL. BY PURCHASING OR EXCHANGE COIN, TOKEN OR CRYPTOCURRENCY, THE USER ACKNOWLEDGES THAT NEITHER THE OPERATOR NOR ANY OTHER OF THE COMPANY PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY COIN, TOKEN OR CRYPTOCURRENCY THAT IS NOT USED OR REMAINS UNUSED.
2. THE OPERATOR IS NOT RESPONSIBLE FOR ERRONEOUS TRANSFER OF CRYPTOCURRENCY, I.E., PROVIDING A WRONG WALLET ADDRESS. IN SUCH CASE, MEANS TRANSFERRED TO EXCHANGE ARE NOT ENTITLED TO REFUND.
3. THE OPERATOR IS NOT RESPONSIBLE FOR ANY ACTIONS AND OMISSIONS OF THE BLOCKCHAIN NETWORK, WHICH IS INDEPENDENT OF THE OPERATOR NETWORK AND TECHNOLOGY. THE OPERATOR WILL ONLY MAKE EFFORTS TO ENSURE THAT THE OPERATIONS ARE OPTIMAL AND PROVIDE THE BEST FUNCTIONING PLATFORM.

4. THE OPERATOR MAKES NO REPRESENTATIONS CONCERNING THE TAX IMPLICATIONS OF THE SALE OF COIN, TOKEN OR CRYPTOCURRENCY OR THE POSSESSION OR USE OF COIN, TOKEN OR CRYPTOCURRENCY. THE USER BEARS SOLE RESPONSIBILITY TO DETERMINE IF THE PURCHASE OF COIN, TOKEN OR CRYPTOCURRENCY WITH BTC, ETH OR ANY FIAT CURRENCIES OR THE POTENTIAL APPRECIATION OR DEPRECIATION IN THE VALUE OF COIN, TOKEN OR CRYPTOCURRENCY OVER TIME HAS TAX IMPLICATIONS FOR THE USER IN THE PURCHASER'S RESIDENCE JURISDICTION. PURCHASING COIN, TOKEN OR CRYPTOCURRENCY, TO THE EXTENT PERMITTED BY LAW, THE USER AGREES NOT TO HOLD ANY OF THE OPERATOR PARTIES LIABLE FOR ANY TAX LIABILITY ASSOCIATED WITH OR ARISING FROM THE PURCHASE OF COIN, TOKEN OR CRYPTOCURRENCY.
5. USERS UNDERTAKE AVOIDING THE USE OF THE PLATFORMS SERVICES UNDER AND IN SUPPORT ANY CRIMINAL ACTIVITY (IN CONTRAVENTION OF CRIMINAL AND INTERNATIONAL LAW), ILLEGAL ACTIVITIES OR ACTS CONTRARY TO PRINCIPLES OF MORALITY.
6. USER IS SOLELY ENTITLED TO ENGAGE THE PROVIDED CONTENT (INFORMATION, DATA, MATERIALS, ETC.) STORED AND TRANSMITTED THROUGH THE SERVICES. USER ALSO HAS SOLE RESPONSIBILITY FOR THIS CONTENT, IN PARTICULAR FOR NOT VIOLATING THE RIGHTS OF THIRD PARTIES AND THE LAW. OPERATOR DOES NOT CONTROL OR ANALYZE THE CONTENT THAT IS STORED AND TRANSMITTED THROUGH THE SERVICES BY USER, HOWEVER< UPON RECEIPT OF RELIABLE INFORMATION THAT CERTAIN USERS CONTENT IS INFRINGING THE LAW OR THIRD

PARTY RIGHTS, THE OPERATOR WILL BE ENTITLED TO REMOVE OR BLOCK ACCESS TO SUCH CONTENT WITHOUT PRIOR NOTICE.

7. USER IS OBLIGED TO REFRAIN FROM ANY ACTION THAT MAY IMPEDE ACCESS TO THE PLATFORM BY OTHER USERS AND NOT TO INTERFERE WITH OR DISRUPT THE OPERATION OF THE PLATFORM AND ITS SERVICES AND CONTRACTS CONCLUDED BY ANY ELECTRONIC MEANS.
8. THE OPERATOR IS NOT LIABLE FOR USER'S AND THIRD PARTIES' ACTIONS THAT ARE CONTRARY TO THE GENERALLY APPLICABLE LAW OR TO THE TERMS AND CONDITIONS OF USING MATERIALS PLACED ON THE PLATFORM.
9. USER EXPRESSLY AGREES THAT HE OR SHE USES THE PLATFORM AT HIS OR HER SOLE RISK. THE OPERATOR, ITS OTHER AFFILIATES NOR ANY OF THEIR EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, THIRD PARTY SERVICE PROVIDERS OR LICENSORS DO NOT WARRANT THAT USE OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE. THEY DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE PLATFORM.
10. THE PLATFORM AND THE CRYPTOCURRENCY EXCHANGE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS AND CONDITIONS.

11. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE OPERATOR, OR ITS FUTURE PARENT OR AFFILIATED COMPANIES, BE LIABLE TO USERS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OR ACTION ARISING FROM THE USE OF THE WEBSITES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITES. USER AGREES THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE RELATED TO A BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED REGARDLESS OF WHETHER THE OPERATOR OR FUTURE PARENT OR AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USERS ALSO SPECIFICALLY ACKNOWLEDGES THAT THE OPERATOR OR FUTURE PARENT OR AFFILIATED COMPANIES ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE WEBSITES OR ANY OTHER THIRD PARTIES.

12. THE OPERATOR HEREBY DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF USER'S PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE PLATFORM, USERS ACKNOWLEDGE AND AGREES TO THIS DISCLAIMER OF ANY SUCH LIABILITY. IF THE USERS DO NOT AGREE, HE OR SHE SHOULD NOT ACCESS OR USE THE PLATFORM. 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.

§9 Complaints

1. Users have the right to file complaints about the Platform and Services being rendered.
2. The User can address his or her complaints to the Operator address or the email address: support@cryptochanger.net. The complaint should include the User's identity and a description of 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. The operator will respond to the received complaint within 30 days. Users will be informed about the process through which his or her complaint will be handled by email and if the 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 warranty is excluded.

§10 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 (Poland), 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 fulfillment 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 Account by the User or in the case indicated in point 3 below.
3. Operator may terminate the agreement with User and delete his or her Account for any reason, including but not limited to a breach of these Terms and Conditions or infringed the provisions of law in force in relation to his/her use of the Platform and failure to cease such infringements in spite of having been urged to do so.
4. The identified 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 on the Account registration form.
5. Removal of the Account is tantamount to 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 the outstanding 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 the Platforms Services.
8. Any content stored and transmitted by the User while using the Services will be removed by Operator within 14 days from the moment the agreement terminated.

§11 Final provisions

1. Operator reserves the right to change and modify the Terms and Conditions. Any and all changes made to 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 to use the services provided by the 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. These Terms and Conditions 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 6th March 2018.
6. The current version of the Terms and Conditions is available for download also in PDF format at <https://cryptochanger.net/terms.pdf>.