

## TERMS OF USE

Effective Date: March 2019

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING THE "SIGN UP" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

These Terms of Use shall apply to your use of the services provided by CRYPTAGIO OÜ (the **"Company"**, and such services, the **"Services"**), the company is registered in Estonia (company registration number 14477639) located at Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 6-219, 13619. By accepting these Terms of Use or otherwise using the service, you agree to the terms and conditions in these Terms of Use, whether or not You are a registered as a user on our Web-site.

These Terms of Use constitute a legal agreement between the Company (**"we"**, **"us"**, **"our"**) and users, clients, visitors and others, who access the Web-site or use the Services (**"User"** **"You"**, **"Your"**), that enables You to access our Web-site and Services.

You shall not claim to void or rescind this Terms of Use, as a legal agreement between You and the Company, on the ground that you did not read it or you did not receive any respond from the Company to your consultation. You hereby promise to accept and observe this Terms of Use. If You disagree with these Terms of Use or Privacy Policy, please stop registration and do not use Services.

The Company reserves the right to update and change these Terms of Use from time to time without notice. Any changes will be effective from the day of posting of the revised Terms of use on the Website. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to these Terms of Use. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of these Terms of Use at <https://codex.one/> HYPERLINK "<https://codex.one/>".

The Company may at any time change (temporary or permanently) the Website or any of provided Services at its sole discretion with or without notice and you agree that the Company shall not be liable to you for such changes.

Your personal information providing to the Company via the Service or arising in connection with the Service is protected according to the Privacy Policy.

In some cases, reference to this Terms of Use includes reference to the Privacy Policy, Terms of Wallet Use, Cookies Policy, AML/KYC Policy and other accompanying documents and rules.

The Company does not transact business with individuals, companies and countries that are on prescribed Sanctions list. The Company will therefore screen against United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) Sanctions list in all jurisdictions in which we operate.

Please note that our Services are not available for the following countries and for citizens of the following countries: Afghanistan, Algeria, Bangladesh, Bolivia, Democratic People's Republic of Korea (North Korea), Ecuador, Ethiopia, Iceland, Iran, Kyrgyzstan, Macedonia, Morocco, Nepal, Pakistan, Qatar, Saudi Arabia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, Vanuatu, Vietnam, Yemen, Japan (the **"Prohibited Countries"**).

Please note that our Services are not available for the following countries and for citizens of the following countries to make fiat deposit/withdrawal: Angola, Belarus, Benin, Bosnia and

Herzegovina, Burkina Faso, Burma (Myanmar), Burundi, Cambodia, Cameroon, Central African Republic, Chad, Colombia, Cote d'Ivoire, Cuba, Democratic Republic of the Congo, Egypt, Eritrea, Gambia, Guinea, Guinea-Bissau, Haiti, India, Indonesia, Iraq, Israel, Kenya, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Mozambique, Niger, Nigeria, Palestinian Territory, Panama, Paraguay, Philippines, Republic of Maldives, Republic of Mali, Sao Tome and Principe, Sierra Leone, Somalia, South Sudan, Sudan (North), Tajikistan, Tanzania, Turkey, Uganda, Venezuela, Zambia, Zimbabwe, China, South Korea, Hong Kong, Singapore, Australia (the **"Limited Countries"**).

Please note that our Services are not available for the following countries and for citizens of the following countries to make fiat deposit/withdrawal; and digital asset deposit/withdrawal is permitted only after passing the KYC Procedure: the USA and Canada (the **"Special Countries"**).

## **THE SERVICES**

The Company provides you with a simple and convenient way to trade one type of digital asset for another type of digital asset or fiat currency (if any). You may also use our Services to purchase and sell digital assets directly from and to us. Our services do not provide users with the ability to trade one form of legal tender for another form of legal tender.

The Company provides you with a platform that matches your trades with open orders from other users of our Services at your direction. Users are not able to predetermine a trade with a particular user or with a particular account. Additionally, an order may be partially filled or may be filled by multiple matching orders.

The Company provides you with wallet services. The Wallet is a secure digital wallet used to store, send, and receive cryptocurrency, like Bitcoin, Ethereum, Litecoin, etc. In fact, cryptocurrency itself is not actually "stored" in a wallet. Instead a private key (secured digital code linked to your wallet) is stored and

shows the ownership of linked to it (and hence to the wallet) public keys (a public digital code connected to a certain amount of currency). So, your wallet allows you to send and receive coins, and also acts as a personal ledger of transactions. Private key (private secure digital code linked to your public keys and hence to your wallet) will be safely stored with the highest level of security. The detailed Terms of Wallet Use is available at the Web-Site. Access to the Wallet is available via the User's Account.

The Company is entitled to provide the Users with additional Services related to ones mentioned above.

Some of these Services may be available for all Users, in particular Website and Mobile Application tools for communications (including "Submit a Request" functionality). Therefore, these Terms of Use shall expressly apply to such use of Services. Please note that the Services are not available in the Prohibited Countries at all. In the Limited Countries, the User is prohibited to make a fiat deposit/withdrawal at all. In the Special Countries, the User is able to make a digital asset deposit/withdrawal only subject to KYC procedures irrespective of the amount or type of a digital asset.

## **ELIGIBILITY AND ACCEPTABLE USE**

You hereby confirm that you are an individual with full capacity for civil rights and civil conducts when you complete the registration or actually use the Company's Service in any other way allowed by the Company. If you do not have the said capacity, you and your guardian shall undertake all the consequences resulted therefrom, or you are a citizen of the Prohibited Countries, or you provide us with false statement as for your citizenships or location, the Company shall have the right to cancel or permanently freeze your account, and claims against you and your guardian for compensation.

## **USER ACCOUNT**

For the purpose of proper use of the Website and access to the Services, You should register on the Website and create an Account with Your respective login and password. We reserve the right to refuse to register a new user without indicating the reasons. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate.

The information that You provide at the time of Account opening must be accurate and complete and You must inform us in a proper time of any changes to such information. You also confirm that all the documents submitted by you are correct and valid. We may require additional information from You to help verify Your identity and assess Your business risk, such as Your date of birth, tax identification number, government-issued identification, etc. If You do not provide us with accurate, complete, and satisfactory information, we will empower to refuse or postpone verification procedure or cancel or permanently freeze your account.

You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify us of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You hereby agree not to use a password for your Account that you have already used for other services. You are solely responsible for not keeping Your password secret and secure, providing the access to Your Account to third parties, any other deliberate or negligent behavior that resulted in loss of the Account and any loss or damage You or the Company may suffer as a result of Your failure to keep Your password safe. If you share Your Credentials with the third party, You agree that You will liable for all transactions using the Services and for all costs, losses or damages incurred by the Company by this reason.

Please note, in case the deposit is lost by the fault of the User, the Company will not be responsible and not guarantee to give back a lost amount of the deposit. However, the Company may make an effort to find it and return to the User subject to the User passes the KYC Procedures and; if successful, pays a fee as will be negotiated by the parties. For the avoidance of doubt, the Company is not obliged to find it, and the final decision shall be taken at its own discretion.

You are solely responsible for any errors or omissions that you or any third party with access to your Account make in connection with any transaction via the Services.

You may deactivate Your registration with the Website at any time by withdrawing Your Account balances and contacting us at: support@codex.one. Termination of the Account will include denial of access to the Services. We retain the information provided by you during the verification process for anti-money laundering purposes for five (5) years from the date of the Account closure. The information will be treated as confidential unless disclosure is required to comply with the applicable law.

We reserve the right to temporary suspend the provision of services at our sole discretion in the following cases:

- we have reasonable suspicions that you violate these the Terms of Use;
- You're a citizen of the Prohibited Countries;
- Your account is being used in a fraudulent manner;
- we have any security concerns regarding Your Wallet;
- additional verification procedures are required for AML purposes or within the Know Your Customer Procedure;
- You fail to pay for Services.

- other cases if it is required by the applicable law.

You will get the access to the Services as soon as the indicated above reasons or suspicions cease to exist.

We may terminate Your use of and registration with the Website or freeze any transactions on Platform at any time if You violate these Terms of Use or any other accompanying documents, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

Where we find suspicious information that indicates possible money laundering, terrorist financing or other suspicious activity, we will report that activity in accordance with applicable laws and regulations.

The Services may include certain communications from us, such as service announcements, administrative messages and newsletters. They may be posted on the Web-site, sent by e-mail or sent as an SMS-message. You agree, that these communications are part of the Services use. You may opt out from receiving newsletters, however, You will not be able to opt-out from receiving service announcements and administrative messages. You are solely responsible for the acquaintance with the announcements and administrative messages and for the updating of the communication credentials (e-mail address and phone number). You understand and agree that if we send You a message but You do not receive it because of not updating Your e-mail address or phone number by You, the Company will be deemed to have provided the message to You.

## **KNOW YOUR CUSTOMER REQUIREMENTS**

All registered Users shall be complied with the Know Your Customer Procedure. Know Your Customer Procedure is identification and verifications procedure to be passed by the User in order to get access to the Services or its part or prolong using the Services (the “Know Your Customer Procedure”). Within the Know Your Customer Procedure the User shall submit via the Web-Site the following documents:

Proof of the identity:

- a high resolution scanned copy or photo of pages of an internal / travel passport; or
- a high resolution scanned copy or photo of pages driving license or any other national ID; and
- a personal photo with a document proofing the identity.

Proof of the place of residence (if any):

- A copy of a utility bill (fixed-line phone, water, electricity) issued within the

last 3 months; or

- A copy of a tax or rates bill from a local authority; or
- A copy of a bank statement (for a current account, deposit account or credit card account); or
- A copy of a bank reference letter.

Proof of identity documents shall indicate first and last name, date and place of birth, document number, issue and expiry dates, country of issue and User's signature.

In order to make a digital assets or fiat deposit or withdrawal you shall be comply as follows:

#### Digital assets.

- *Deposit.* The User is entitled to make a deposit in digital assets without limitation. The citizens of the Special Countries or any User form the Limited Countries has to pass Know Your Customer Procedure on the Web-Site prior to deposit.
- *Withdrawal.* The User is entitled to make withdrawal in the amount not exceeding equivalent to 2 000 USD per day. If the amount of withdrawal exceeds 2 000 USD per day, the User shall pass the Know Your Customer Procedure.

#### Fiat.

- *Deposit and Withdrawal.* The User is entitled to make a deposit and/or withdrawal in fiat currency irrespective of the amount only after passing the Know Your Customer Procedure.

Please note, if your deposit total amount within 1 year in any digital asset or your withdrawal total amount within 1 year in any digital asset, which one is higher, is equal to or more than equivalent of 15 000 USD (United States Dollar), You are required to pass KYC procedure within 2 week period in order to continue using the Services. If you do not provide required information within allowed period, the Company shall have the right to freeze your account until all the requirements are met.

Please note, if your deposit total amount within 1 year in any digital asset or your withdrawal total amount within 1 year in any digital asset, which one is higher, is equal to or more than equivalent of 100 000 USD (United States Dollar), You are required to pass AML procedure within 2 week period in order to continue using the Services. If you do not provide required information within allowed period, the Company shall have the right to freeze your account until all the requirements are met.

In some cases, in our sole discretion, additional information/documentation

will be required. This information/documentation can be related to business activity of the User, its relations and affiliation with politically exposed persons, local politically exposed persons or their family members, source of funds, and other information as it is required by the current legislation and international practice. In case the documents or information is not provided upon our request, the Company shall have the right to freeze your account.

## **TRADING RISK**

You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading digital asset pairs and/or legal tender pairs can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources

## **FEES**

You agree to pay the Company the fees for trades completed via our Services as made available via the Fee Schedule, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.

In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External Account provider.

## **INTELLECTUAL PROPERTY RIGHTS**

The Company exclusively owns all rights, title, and interest in the “CRYPTAGIO OÜ” name, “CODEX” logo, the names of individual Services and their logos, patents, copyrights (including rights in derivative works), trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained on the Web-site and relating Web-pages, documentation etc.

You shall never use any CODEX logos or marks for commercial and public use without our express permission, unless otherwise explicitly indicated by the Company. You shall not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or otherwise use any of the Company logos or marks. You also shall not make any public statement or issue any press release related to the Company services without our

express permission. There are no implied licenses under these Terms of Use and all accompanying documents, and any rights not expressly granted to

You hereunder are reserved by the Company. Under these Terms of Use You are entitled to use any logos or marks for Your personal, non-commercial purposes exclusively.

## **LICENSE GRANTED TO YOU**

The Company grants you a revocable, non-transferrable, non-exclusive license to download, install and use its mobile and web apps or for your own purposes. Any web and mobile app license is subject to any limitations or restrictions on the permitted use of the web and mobile app contained in the Online Store Terms where you downloaded the app. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. You acknowledge that all rights, title and interest to the Company's software are owned by the Company.

## **SECURITY**

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and other information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and other information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **SERVICE LIMITATION**

The Company is not a bank and the Services are virtual currency exchange processing services rather than banking services. The Company is not acting as a trustee, fiduciary.

## **RESTRICTED ACTIVITIES**

In connection with your use of the Service, or in the course of your interactions with the Company, You will not:

- Breach this Terms of Use or any other Private Policy and similar policies approved by the Company and agreed by You.
- Violate any law, statute, ordinance, or regulation.
- Infringe the Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Act in a manner that is defamatory, trade libellous, threatening or harassing to our employees, agents or other Users.



- Provide false, inaccurate or misleading Information.
- Engage in potentially fraudulent or suspicious activity and/or transactions.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Control an account that is linked to or belong to another User.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Write misleading information about the Company and its product in public, spoil or try to spoil reputation of the Company's Services.
- Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission.
- Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Service.

The User shall ensure that they do not use the Services for the transactions relating to:

- money laundering, terrorist financing, proliferation of weapons of mass destruction;
- human trafficking;
- any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
- any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;
- archaeological findings;
- drugs, narcotics or hallucinogens;
- weapons of any kind;

- illegal gambling services;
- Ponzi, pyramid or any other “get rich quick” schemes;
- goods that are subject to any trade embargo;
- media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
- body parts or human remains;
- protected animals or protected plants;
- weapons or explosive materials; or
- any other illegal goods, services or transactions.

### **THIRD PARTY CONTENT**

You may be offered services, products provided by third parties, links to third parties’ web-sites, web-pages and applications. We recommend You to read the terms of use of the respective third-party Web-sites, if You decide to use these third-party services.

You hereby consent, that You use such third-party services at Your own risk and You are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for performance and provision of the third-party services.

### **REPRESENTATIONS AND WARRANTIES**

To use the Services, You shall comply with the following eligibility criteria and restrictions. Thus, by registering an Account, You expressly covenant, represent and warrant, that:

- You are at least 18 years old, comply with all other eligibility and residency criteria.
- You have full capacity and legal competence to use the Web-site and the Services and to contract, under the Applicable Law and law of the country of Your residence, with the Company and in doing so will not violate any other agreement, which You are a party to.
- You are aware with cryptographic tokens, cryptocurrency and Blockchain-based systems, their storage and transmission mechanisms, full framework and functionality, and You solely take responsibility for any risks, assumptions and decisions involved.
- You fully understand all merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrency and Blockchain-based systems, and You are solely responsible for any evaluations based on such knowledge.

- If You are representing a corporation, governmental organization or other legal entity, You have the legal right, power and authority, confirmed by respective documents to enter into this agreement on behalf of such legal entity and bind them to these terms.
- You will not use the Services for any illegal activity and You have never conceivably been, engaged in any fraudulent, deceptive and illegal activity, including but not limited to: money laundering and the financing of terrorism.
- You will not perform acts aimed at a breach of the normal functioning of the Service or the Web-site both by means of software and through Your direct acts within the Service/Web-site.
- You will not disseminate, launch or use viruses, Trojan horses, and other malware within the Service or the Web-site; and You will not use automated programs and scripts in particular, for the collection of the information on the other Users or the Service.
- You will not perform any acts having the nature of threats, endangering, harassment, discrimination, abuse, deceit, or some other unlawful influence on the other Users; breaching the rights and legal interests of the other Users.
- You will not place any materials (content, files) anywhere within the Service, which: propagandize war, violence, discrimination by ethnicity, race, religion, gender or any other reason; propagandize criminal activities; mislead the other Users; contain any other prohibited, abusive, fraudulent or any other illegal information.
- You will be liable for all costs, losses and expenses incurred by us by reason of an unauthorized use of your Account as a result of Your acting fraudulently or failing to comply with these Terms of use. Thus You confirm You will reimburse all such costs, losses and expenses to the Company during 5 (five) banking days from the date of our first demand.

If You breach any of the covenants, representations and warranties under the Terms of Use or the applicable laws, We may terminate Your Account and take legal actions under the Applicable Law and these Terms.

## **INDEMNIFICATIONS**

You hereby agree to indemnify the Company, any of its officers, directors, employees and agents and its affiliated and related entities from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind arising out of, relating to, or incurred in connection with any claim, complaint, audit, inquiry, or other proceeding, that arises or relates to: (a) any actual or alleged breach of Your representations,

warranties, or obligations set forth in these Terms of Use;

- a. Your wrongful or improper use of the Services; (c) any other party's access or use of the Services with Your Account information; (d) arising out of a breach of any warranty, representation, or obligation hereunder.

You shall not have any claim of any nature whatsoever against the Company for any failure to carry out any of our obligations under these Terms of Use as a result of Force Majeure - causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, in securing any permit, consent or approval required by the Company, for the supply of products, delay by any sub-contractor or supplier of ours accidents of any kind, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **DISCLAIMERS**

The Company works with Blockchain-based technologies, Bitcoin, Ethereum, Litecoin and other associated and related technologies which are not exclusively controlled by us and technological, regulatory, market or other changes may affect the work of the Services, which relate to Blockchain technologies. Therefore, by registering an Account with the Company, You accept that the Company shall not be deemed liable, and we disclaim any and all our responsibility for Your unavailability or restrictions to use the Services due to: (a) regulatory changes, including but not limited to changes in intellectual property law or Applicable Law or local law of the country of Your residence; (b) technological advancements, decreases or any other changes, which may cause Bitcoin, Ethereum, Litecoin and other Blockchain-based technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments; (c) market changes, which may result in the fluctuations of market values, including, but not limited to Bitcoin, Ethereum, Litecoin etc; (d) any other social, political reforms, possible changes and risks, which may somehow affect Blockchain-based technologies, are out of our direct or absolute control, and, consequently, partly or absolutely restrict You from accessing and/or using the Services.

We or our affiliates make no representations or warranties and assume no liability for the proper performance of any Services and/or the information, images or audio contained or related to the Website. You use all of the mentioned at Your own risk. We will take reasonable steps to exclude any viruses or defects from the Website, but cannot guarantee or warrant the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties, defects will be corrected and accordingly no liability is accepted for defects and viruses. You agree that the content of the Website may not be entirely accurate, complete and current and you should verify all the information before relying on it. You are solely responsible for all the decisions You make based on the information contained on the Website. To provide You with accurate, complete and current information we may change the information on the Website from time to time

as need be.

The Company is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, as well as we do not act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by the Company is for general comprehension.

## **LIMITATION OF LIABILITY**

THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, WE OR OUR AFFILIATES DO NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE AND THE SERVICES OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THE WEBSITE, AND THAT YOU SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED UNDER YOUR TAX RESIDENCY REGULATIONS.

IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN; FOR PRODUCTS NOT BEING AVAILABLE FOR USE; FOR IMPROPER FUNCTIONALITY, TECHNICAL FAULTS AND DOWNTIME OF THE TECHNICAL INFRASTRUCTURE.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES AND YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE MAY BE INTERFERRED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

## **APPLICABLE LAW AND DISPUTES RESOLUTION**

These Terms of Use and other relationships between You and the Company shall be governed by the law of Estonia.

All disputes and disagreements that might arise from these Terms of Use shall be resolved by means of negotiations. You agree that for the purposes of the settlement of disputes between You and the Company, an e-mail correspondence with the authorized persons of the Company at: support@codex.one shall be the effective and binding method of communication.

If the Parties cannot agree on the subject of the dispute within thirty (30) days, the dispute shall be referred to and finally resolved by the relevant court.

To the extent allowed by the applicable law, You agree that you will bring any claim arising from or connected with these Terms of use within one (1) year from the date of which such claim arose. Otherwise such claims will be irrevocably waived.

## **MISCELLANEOUS**

*Severability.* These Terms of Use shall supersede any other arrangements between the Parties as well as all prior versions thereof. Should any provision of these Terms of Use (a clause or a statement within a clause) be void, unenforceable or legally invalid otherwise, it shall not affect any other provision hereof, or these Terms of Use as a whole.

*Waivers.* Our failure to assert any right or provision in these Terms of Use shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

*Taxes.* You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection Your use of our software and services. You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority.

*Amendments.* We are entitled to make amendments or additions to these Terms of Use unilaterally at any time without any special notice by placing a new version hereof on the website. The new version of the Terms shall come into force at the moment it is placed on the Website, unless otherwise provided by the new version thereof.

*Assignment.* You may not assign any rights and/or licenses granted under these Terms of use. We reserve the right to assign our rights without restrictions to any party we may deem fit.

*Termination.* These Terms of Use shall be valid till replaced by a new one or terminated by the Company. Notwithstanding anything contained herein, we reserve the right, without notice and at our sole discretion, to terminate these Terms of Use or suspend Your right to access the Website, including (but not limited to) in case of Your breach of these Terms of Use or if the Company

believes You have committed fraud, negligence or other misconduct. You are solely responsible for properly cancelling your Account. You can cancel your Account at any time by sending a request to support@codex.one considering the requirements hereof. All information or other data located in your account will be immediately deleted from the active and passive instances of the Service upon cancellation, otherwise defined hereof.

*Headings.* Headings of the Sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

*Feedback.* You represent and warrant that You own all intellectual property rights to provide Your Feedback. If you provide any feedback to the Company concerning the functionality and performance of the Service (including identifying potential errors and improvements), whether by e-mail, posting through our Services or otherwise, you hereby assign to the Company all rights, title, and interest in and to the feedback, and the Company is free to use the feedback without payment or restriction. Any Feedback you submit is non-confidential and shall become the sole property of the Company. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

*Force Majeure Events.* The Company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond the Company's reasonable control.

*Contact.* Should You have any questions regarding the use of the Website or regarding these Terms of Use, please send us an e-mail at support@codex.one