



## TERMS AND CONDITIONS

### USER AGREEMENT

*Last updated on 1/09/2020*

UnitExchange OÜ ("UnitExchange OÜ" or "us" or "we" or "our") is a private limited company incorporated under the laws of Estonia, registered at Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Väike-Ameerika tn 19-110, 10129

**PLEASE READ CAREFULLY THE TERMS & CONDITIONS SET OUT HEREIN BEFORE USING THE SERVICES PROVIDED BY US.**

#### 1. SUBJECT AND ACCEPTANCE

1.1. In these Terms & Conditions, "you", "your" and "Client" means the person who uses the Website [UNITEX.ONE](#), the Platform or the Services.

1.2. In addition to the Terms & Conditions, Client should also read carefully our Privacy Policy, which sets out how we collect and use your personal data.

1.3. By registering with UnitExchange OÜ and/or by using or accessing the Website, Services or Platform, you agree to be bound by the Terms & Conditions. If you do not agree to any of the provisions of the Terms & Conditions, you should immediately cease using the Website, Services and Platform.

1.4 By registering with UnitExchange OÜ, you understand and agree that the final price of cryptocurrency may be either higher or lower than any other rate which was previously available on the Website, in accordance with value fluctuation which may occur, that this may change either in your favour or in ours, and that we have no control whatsoever on such change.

#### 2. AMENDMENTS

2.1 We may amend, modify, update and change any of the provisions of the Terms & Conditions, including without limitation as a result of legal and regulatory changes, security reasons or changes to the Services. We will notify you of any such amendment, modification, update or change by publishing a new version of the Terms & Conditions on the relevant page of the Website, or by notifying you by email, at our sole discretion.

#### 3. VERIFICATION

3.1 We may, on registration of your account with us and at any time thereafter request that you provide us with your personal information, including but not limited to your name, address, telephone number, electronic mail address and date of birth, as well as your source of funds, financial standing and occupation. We may also verify your details, at any time, by requesting



certain documents from you. These documents may include a government issued identity card, proof of address such as a utility bill, and proof of your payment method.

3.2 We may request further information with respect to our anti-money laundering ("AML") and know your client ("KYC") obligations. In addition, we may request that copies of such documents are notarized at your own expense, meaning that the documents are stamped and attested by a public notary.

3.3 We may request that you attend a video call to verify your identity. UnitExchange OÜ may decide, at its sole discretion, to terminate your account and these Terms & Conditions, on the basis that such documents or verification provides a negative or uncertain conclusion or we suspect that you are not aged 18 or over.

3.4 We may perform further verification checks on you and request any relevant documentation from you or from any third party for any reason, and for that purpose you hereby authorise us to, directly or indirectly, make any inquiries we consider necessary to check the relevance and accuracy of the documents and information provided for verification purposes.

#### 4. THE SERVICES PROVIDED AT UNITEX.ONE WEBSITE

4.1 Through the Website, you can receive the services of purchasing from us, or selling to us, virtual currencies available (hereinafter the "Cryptocurrency"), in consideration for either FIAT Currency or other Cryptocurrency, as well as storing your cryptocurrencies in a cryptocurrency wallet offered by us (the "Services").

4.2 Your use of the Services is subject to our KYC process and its completion to our satisfaction and we may save such data on our systems for future use and verification.

4.3 Purchase of Cryptocurrency by you: following your opening of an account with us, you will be able to purchase Cryptocurrency from us, in exchange for USD, GBP, EUR or other government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law as determined by us from time to time (collectively and individually the "**FIAT Currency**"). Following your payment of FIAT Currency being received by UnitExchange OÜ, subject to the provisions of the Terms & Conditions, we shall deliver to your virtual wallet address opened with us, the Cryptocurrency bought by you.

4.4 Sale of Cryptocurrency by you: following your opening of an account with us and after opening a wallet with us, you will be able to sell Cryptocurrency to us, in exchange for FIAT Currency. Following your delivery of Cryptocurrency bought by us being received by UnitExchange OÜ, subject to the provisions of the Terms & Conditions, we shall deliver to your designated bank account provided to us the FIAT Currency. UnitExchange OÜ provides Cryptocurrency purchase, sale and exchange services within the framework of a «Depth of Market», a window that shows the number of open buy and sell orders for a currency at different prices of the cryptocurrency exchange.

4.5 You acknowledge and agree that it is at our sole discretion whether to provide you with the Services; and/or reverse any of your orders and/or transactions. In the event of insufficient liquidity



of a certain Cryptocurrency, UnitExchange OÜ may decline or reverse your order for purchasing such Cryptocurrency.

4.6 We reserve the right to refuse to process, or to cancel or reverse, any purchase of Virtual Currencies from us or sale of Cryptocurrency to us, as the case may be, in our sole discretion.

4.7 We may suspend, modify, remove or add to the Services at any time.

4.8 UnitExchange OÜ has no obligation to check whether users are using the Services in accordance with the Terms & Conditions, as updated from time to time. It is solely responsibility of the Client to ensure that he/she is aware of the correct and current provisions of the Terms & Conditions and of any amendments or updates made thereto.

4.9 You may not use the Services or the Website in a manner prohibited by any laws or regulations which apply to you.

4.10 Without prior notification, we may suspend or block your access to the Services and/or the Platform at any time, including without limitation in the following cases: the emergence of technical failures in the Platform until their elimination; in case we suspect that your account is not being used by you, but by a third party; or in the case of additional verification procedures, as well as analysis of your activity, within the framework of AML.

## 5. LEGAL AGE AND RESTRICTED TERRITORIES

5.1 The Services are only available to individuals who are at least 18 years old (and at least the legal age in their jurisdiction). UnitExchange OÜ reserves the right to ask for proof of age from you and your account with UnitExchange OÜ may be suspended until satisfactory proof of age is provided.

5.2 You may not use the Services, Platform and/or the Website if you are located or are a resident of a geographic area in which access to or use of the Services, the Website and/or the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act., including without limitation the following territories: Kuwait, Qatar, Saudi Arabia. Serbia, Turkey, United Arab Emirates, Bahrain, Bangladesh, Egypt, Ethiopia, Jordan, Lebanon, Libya, Mali, Mauritius, Morocco, Oman, Somalia, Sri Lanka, Trinidad & Tobago, Tunisia, Afghanistan, Algeria, Indonesia, Malaysia, Nigeria, Democratic Republic of Korea (North Korea), South Sudan, Sudan, Yemen, Iran, Iraq, Occupied Palestinian Territories, Pakistan, Syria, Vanuato. The Restricted Territories list may change from time to time for reasons which include but are not limited to licensing requirements and any other legal and regulatory changes.

5.3 You shall not use the Services where it is prohibited by law or regulation.

## 6. INTELLECTUAL PROPERTY

6.1 Except as expressly set out in these Terms & Conditions, you are not entitled, for any purpose, to any of our intellectual property rights. We will at all times retain ownership, including all rights, title and interests in and to our intellectual property rights.



6.2 Without limiting the generality of clause 6.1., we retain all intellectual property rights over the source code and other technical information relating to UnitExchange OÜ and the provided Services.

6.3 You will not acquire or otherwise be entitled to any of our intellectual property rights; make a claim in respect of any our intellectual property rights or any other equivalent rights; or use, attempt to use, copy, imitate or modify (whether in whole or in part) any of our intellectual property rights, except with our prior written consent.

## 7. GOVERNING LAW AND DISPUTES

7.1 The Terms & Conditions and the relationship between you and us shall be governed by, and interpreted in accordance with, the laws of Estonia. You irrevocably agree for your and our benefit that the courts of Estonia shall have jurisdiction to settle any suit, action or other proceedings relating to the Terms & Conditions ("Proceedings") and irrevocably submit to the jurisdiction of such courts (provided that this shall not prevent UnitExchange OÜ from bringing an action in the courts of any other jurisdiction), and you irrevocably waive any objection which you may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

7.2 You understand and agree that UnitExchange OÜ records shall be the final authority in determining your use of the Services and you shall have no right to dispute UnitExchange OÜ decisions in regard to such matters.

7.3 UnitExchange OÜ customer service department will review your claim and provide you with its decision within 10 (ten) business days of submission of your claim or dispute.

7.4 If you do not agree with UnitExchange OÜ decision, you should contact our customer service manager to appeal UnitExchange OÜ decision and promptly provide UnitExchange OÜ with all the relevant evidence in relation to your appeal.

## 8. RISKS

8.1 UnitExchange OÜ shall not be responsible for any damage or loss incurred by you as a result of the Services. By accepting the Terms & Conditions, you acknowledge and confirm that you understand and agree that the risks associated with the Services are acceptable by you, taking into account your objectives and financial capabilities.

8.2 You acknowledge that purchasing or selling Cryptocurrency carry significant risk. Prices can fluctuate on any given day. Because of such fluctuations, Cryptocurrency may gain or lose value at any time. UnitExchange OÜ is not liable for any price fluctuations in Cryptocurrency.

8.3 You acknowledge and agree that UnitExchange OÜ does not provide investment advice services, and any communication between you and UnitExchange OÜ cannot be considered as an investment advice. You accepting to use of UnitExchange OÜ services, you confirm and acknowledge that you have sufficient knowledge, market sophistication and experience to make



your own evaluation of the merits and risks of any transaction and that you received professional advice thereon.

## 9. LIMITATIONS OF LIABILITY

9.1 IN NO EVENT SHALL UNITEXCHANGE OÜ, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (II) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY CLIENT CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/ OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE CLIENT 'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT UNITEXCHANGE OÜ IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE CLIENT SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL UNITEXCHANGE OÜ'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE CLIENT 'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## 10. INDEMNIFICATION



10.1 The Client agrees to protect, defend, indemnify and hold harmless UnitExchange OÜ and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature

(including, without limitation, reasonable attorneys' fees) imposed upon or incurred by UnitExchange OÜ directly or indirectly arising from (i) the Client's use of and access to this Site or the Services found at this Site; (ii) the Client's violation of any provision of the Terms & Conditions or the policies or agreements which are incorporated herein; and/or (iii) the Client's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms & Conditions or the Client's use of this Site or the Services found on this Site

## 11. MISCELLANEOUS

11.1 The Terms & Conditions contains the entire agreement between UnitExchange OÜ and you relating to your use of the Website, Platform and the Services and supersedes any and all prior agreements between UnitExchange OÜ and you in relation to the subject matter hereof.

11.2 UnitExchange OÜ may outsource any or all of the Services it provides under the Terms & Conditions to third parties.

11.3 If any of the provisions of the Terms & Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by law.

11.4 The rights and remedies provided under the Terms & Conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise, or delay by us in exercising, any of our rights under the Terms & Conditions or otherwise, nor failure by us to insist upon strict performance of any of your obligations shall operate as a waiver of those or any other rights or remedies or relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.5 We reserve the right to transfer, assign, sublicense or pledge the Terms & Conditions, in whole or in part, to any person without notice to you. You may not assign, sublicense, pledge or otherwise transfer in any manner whatsoever any of your rights or obligations under the Terms & Conditions.

11.6 The Terms & Conditions has been drafted in the English language. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.