

Terms and Conditions

These Terms and Conditions, together with any representations made in the application, form the Services Agreement between Crypterium and yourself ("The Client"). The Terms and Conditions shall apply to the supply of services via our application, website and any chat medium such as telegram and shall prevail over any terms or conditions already contained or referred to in correspondence or implied by the whitepaper, trade practice or course of dealing. Your principal relationship is with CRP Technologies Limited, some services may be provided by Crypterium OU and our affiliate companies.

Definitions and Interpretations

'account' means your Crypterium Account, including all wallets.

'application' means the Crypterium delivered application on your mobile device.

'agreement' means these Terms and Conditions, and any further Terms and Conditions, each as amended from time to time.

'authorised user' means a user that has completed the on-boarding procedure including the submission of the required KYC material.

'business day' means a day other than a Saturday or Sunday not recorded as a working day in the country of reference.

'Crypterium' means CRP Technologies Limited, Crypterium OU or their affiliated companies.

'personal information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

'provider' means a third party providing services to Crypterium users via their own systems, such as bills payments services.

'service' or **'services'** means any and all features functionality and product provided by Crypterium, by any medium, including our application(s), website, and support services via various media channels.

'use' in relation to a **payment** means any sending of a **payment**, and any other operations of any wallets on the system.

'you' means the person addressed as the **account** holder in the application. 'You' includes your successors and assignees.

Amendments

We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or amendments and/or alterations to our website or application. It is your responsibility to check these periodically for changes. If you continue to use and/or access the application following the posting of any changes, this automatically constitutes acceptance of those changes. In the event, you disagree with any amendment and/or alteration and/or update you shall immediately terminate the use of our application.

In particular, we reserve the rights to transfer this agreement to an affiliated entity...

You can review the most current version of the Terms and Conditions at any time in our application. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

Authorised Users

Access to and use of our application is restricted to the person completing the on-boarding procedure and agreeing to these Terms and Conditions. Unauthorised access or use of our services may be subject to prosecution

If you are an authorised user, you may not assign, allow or in any other form give access, or use our services, or those of our providers on behalf of another individual or entity.

Termination

We retain the right at any time to alter and/or amend and/or add and/or modify and/or discontinue and/or terminate the service and/or the access to the site (or any part or content thereof), at any time, without notice and/or prior information.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the service. A breach or violation of any of the Terms and Conditions may result in an immediate termination of services, account and the right of access.

We reserve the right to refuse the use of this service to anyone for any reason at any time.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our services, or when you cease using our Application.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for any and all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

Exclusion of Liability

These 'Exclusion of Liability' provisions should be read carefully as they exclude or limit our legal liability in connection with your use of our application. Nothing in these Terms and Conditions and in particular within the 'Exclusion of Liability' clauses shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

Nothing in these terms and conditions shall exclude or limit or restrict our duties and liabilities to you set under statute in England and Wales (for CRP Technologies Limited) or Estonia Money Laundering and Terrorist Financing Prevention Act 2017 (for Crypterium OU), or any conduct of business rules with which we are bound to comply.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of our application, we exclude any warranties, undertakings or representations (either explicitly stated or implied) to the full extent permitted under applicable law of England and Wales, that the application or (including without limitation) all or any part of the content or materials, functionality, accuracy, availability or completeness of the content of the application or any part of the content or materials are appropriate or available for use in any jurisdiction where we provide our services. If you use this application from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this application (which includes without limitation) any errors or omissions contained in this application or if the application is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- special, incidental, consequential loss or damage,
- suffered or incurred arising out of or in connection with your use of this application and these terms and conditions.

In no case shall any of our employees, directors, officers, shareholders, agents or any other affiliates be liable for any claim or any direct, indirect, consequential, punitive or special damages arising out of any use of our application, services or the services of any provider.

Access to and use of this application is at the user's own risk and we do not warrant that the use of this application or any actions entered into through it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans, and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this application by unauthorised third parties.

To provide increased value to users of this application, we may provide access to other applications and providers or resources (that are not part of Crypterium) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter business with the other provider, we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for (i) the privacy practices of other providers, (ii) the function of other providers, including (without limitation) any advertising, content, products, goods or other materials or services on or available from or through such provider or resources or (iii) the use that others make of these providers or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external providers or resources.

The above limitations or exclusions may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

Warranties

We do not warrant that the quality of services or the functionality of the application will meet your expectations, or that any errors in the service will be corrected.

We do not guarantee, represent or in any other form warrant that the availability of our service or that the service will be available in a timely manner, error-free, or secure.

We do not warrant that any statement current or future shall apply to you without deviations. Specifically, regarding future statements, plans, potential achievements, estimations etc, we do not guarantee, represent or warrant the implementation of such statements.

We do not warrant that the results of services provided by us or by providers will be accurate or reliable

We reserve the right to vary the service, suspend the Service or cancel the service at any time.

Responsibility

While we take all reasonable care to ensure that this application is kept up to date, we make no warranty or representation that data represented is accurate or reliable, or that this application will always be available, or that any problems will be

corrected, or that it is free of viruses and the like. We may change the content of this application at any time without notice and without any liability. We make no representation or warranty in relation to any third-party products and services including those provided by partners that you may buy through our application. So far as permitted by law, we will not be liable for any direct, indirect, incidental or consequential loss or damage that may arise out of your access, use or inability to use this application or our providers.

Prohibitions

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using our application, website or their content:

- a. for any unlawful purpose
- b. to solicit others to perform or participate in any unlawful acts
- c. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others
- e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability
- f. to submit false or misleading information
- g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet
- h. to collect or track the personal information of others
- i. to spam, phish, pharm, pretext, spider, crawl, or scrape
- j. to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet
- k. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by us
- l. to launder money, support money laundering activities, or in any form take action to hide, fail to disclose or protect the source of funds

The above referred listed prohibitions is a non-exhaustive list of prohibitions and we reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses listed and/or not listed above

Know your customer (KYC) / Anti-money laundering (AML)

You are required to provide adequate information to complete a KYC check to become an authorised user and to be able to access Crypterium services including partner services. Crypterium reserves the right to perform an AML check on each deposit of crypto or fiat into the system.

Some countries, particularly the US, have extraterritorial provisions for their citizens including those considered normally resident in some states. If you, by nature of residence, visa or nationality, are restricted in your activities, it is your duty to bring this to our attention during the on-boarding process. Any failure to disclose this will lead to us terminating the provision of our services. We reserve the right to require and regularly examine location data to determine if this agrees with submitted KYC information.

We will pass KYC/AML or personal data to a third-party KYC/AML provider as part of the onboarding process. This will be used to verify your identity and the source of funds. This data may also be passed to a third-party AML provider at the point of deposit of crypto funds into a Crypterium wallet to verify the source of funds are not from restricted parties including those on sanction lists (countries and individuals), and where the funds are from criminal/terrorist sources, or in certain places gambling.

We reserve the right to share this data with the appropriate competent authorities when we are requested to do so.

Partners

In addition to the functionality provided in this application, there may be links to third-party providers, the content of which is beyond the control of Crypterium. We provide these services to you as a convenience only. The inclusion of such service is not an endorsement by us in favour of any company offering any products or services or any other linked provider. It is your responsibility to exercise your own skill and care with respect to any material on those external providers, including an understanding of rates and terms. We will not be liable for any loss or damage that may arise from or relating to a linked third-party provider.

If you use partners, and explicitly give permission, then we will send your KYC/AML data to the partner to allow them to verify that you are legally able to use their service, we will do so periodically whilst you continue to use this partner to enable that service. You will be explicitly required to agree to the Terms and Conditions of that partner and acknowledge that Crypterium maintains no liability for any use or misuse of your personal data by the partner after your explicit permission has been given for it to be transmitted to them.

Indemnification

You agree to indemnify, defend and hold harmless Crypterium, and all our subsidiaries, officers, directors, shareholders, employees, agents, subcontractors and other affiliates against any claim from any third party or demand including legal fees arising out of your breach of the Terms and Conditions and any documents the incorporate, for any violation of applicable law or the rights of a third party whether knowingly made or not.

Privacy

Our overriding objective is to handle all data fairly, securely and legally. Any information you give us about yourself will be stored on Crypterium's systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our [Privacy Policy](#).

Security

You must keep secret any personal identification numbers or other security codes and keys that we may give you for access to the Crypterium services and comply with all reasonable instructions that Crypterium may issue in relation to keeping such personal details safe. You should also make sure that any payment transaction you make is done in a secure environment.

Rights (IP)

Crypterium holds the intellectual property rights in the contents of this application and all rights are reserved. This includes all patent, copyright, logo, design, database, know-how, trade secret or any other commercial or industrial intellectual property rights capable of being restricted. Excluding any images or photography on the website & application, you may download, store in cache, display and print the material and information in an unaltered form for your own personal purposes only provided that this notice appears with all copies. You must not systematically retrieve data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database or directory, or copy, re-transmit, distribute or commercialise any material or information on this website, without Crypterium's prior written permission. Our intellectual property rights in our own material survive termination.

Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Regulatory Information

CRP Technologies is not a regulated company at the present time but operates within the statutes of England and Wales.

Crypterium OU's regulatory requirements for its operations are detailed by the Money Laundering and Terrorist Financing Prevention Act passed on 26.10.2017 in the Republic of Estonia and implemented pursuant to Directive (EU) 2015/849 of the European Parliament of the Council on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing; as amended, supplemented, or superseded by the legislation by which it has been implemented.