

## **Crypterium Terms of Use**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE.

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between you Crypterium AS of Harju maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114, registration number 14352837, a public limited company creating and existing under the laws of the Republic of Estonia ("Company", "we" or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of [www.crypterium.com](http://www.crypterium.com), [www.instachange.net](http://www.instachange.net) (each, a "Website" and together, the "Websites"), including any associated mobile applications ("Applications") and your access to and use of any media, analytics, content, functionality and services offered on or through any of the Websites and Applications, and your access to and use of all and any related sites and services. The Websites, the Applications, and all and any other media, analytics, content, functionality, products and services offered by us or through us, are referred to as the "Product".

Please read the Terms of Use carefully before you start to use a Website and any Product. By using the Website or any Product or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use in addition to

- our [Privacy Policy](#), incorporated herein by reference;
- our [Cookie Policy](#), incorporated herein by reference; and
- our [KYC/AML Policy](#), incorporated herein by reference; and
- our [Anti-fraud Policy](#), incorporated herein by reference.

If you do not to agree to these Terms of Use, the Privacy Policy, KYC/AML Policy, ANTI-FRAUD Policy, you must not access or use the Website and any Products or any Application or access or use any Product.

### **Who May Use the Website**

The Websites are offered and available to users who are of legal age (i) in Estonia (18 years or older) and (ii) in the users' jurisdiction or place of residence.

By using a Website and any Products, you represent and warrant that you (i) are 18 years of age or older, (ii) are of legal age in your jurisdiction or place of residence, (iii) not barred to use the Website and any Products under any applicable law, order, directive, regulation, or sanction list and (iii) are using the Website and any Products only for a lawful purpose. If you do not meet these requirements, you must not access or use the Website and any Products.

### **Content and its intended use**

We may change the format and content of the Websites and the Products from time to time without noticing you. You agree that your use of the Websites and the Products is on an 'as is' and 'as available' basis and is at your sole risk.

Whilst we try to make sure that all information contained in the Websites and any Products (other than any user-generated content) is correct, it is not, and it is not intended to be, any authority or advice on which any reliance should be placed.

### **Reliance on Information Posted**

The information presented on or through the Websites and any Products is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

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The Websites and the Products are not in any manner or in any form or part intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction.

We do not accept any liability (regardless of how it might arise) for any claim or loss arising

from:

- any advice given;
- any investment or other decision made; or
- • any transaction made or effected;

in reliance on, or based on, any information on the Websites or in any of the Products, nor do we accept any liability arising from any other use of, or reliance on, the Products.

We do not enter into any terms or make any representations as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Websites and the Products and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Websites and the Product or relying on any of its content.

We cannot and do not guarantee that any content of any Website and any Product will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including antivirus and other security checks) to satisfy your requirements as to the safety and reliability of content.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Websites and any Products following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

### **Accessing the Websites**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Websites and any Products, in our sole discretion without notice. We do not guarantee that our Website or any content on it will always be available or will not be interrupted. We will not be liable if for any reason all or any part of the Websites and any Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites and any Products, or an entire Website, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites and any Products.
- Ensuring that all persons who access the Websites and any Products through your internet connection are aware of these Terms of Use and comply with them.

To access a Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register using a Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You should use caution when inputting personal information on to the Websites on a public or shared computer so that others are not able to view or record your personal information.

### **Apple Applications**

If the Product that you access and use is an Apple Application:

1. the Apple Application may be accessed and used only on a device owned or controlled by you and using the Apple iPhone OS;
2. you acknowledge and agree that:
  - Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Application, please contact us, not Apple, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered between us and you (and not Apple), Apple, as a third-party beneficiary under these Terms of Use, will have the right to enforce these Terms of Use against you;
  - except as otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Apple Application are between you and us (and not between you, or anyone else, and Apple); and
  - in the event of any claim by a third party that your possession or use (in

accordance with these Terms of Use) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;

3. you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been determined by the US Government as a "terrorist supporting" country; and
- you are not listed on any US Government list of prohibited or restricted parties; and
- if the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may then refund the purchase price of the Apple Application to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

## **Android Applications**

If the Product that you access, and use is an Android Application:

1. the Android Application may be accessed and used only on a device owned or controlled by you and using an Android OS;
2. you acknowledge and agree that:
  - Google has no obligation at all to provide any support or maintenance services in relation to the Android Application. If you have any maintenance or support questions in relation to the Android Application, please contact us, not Google, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered into between us and you (and not Google), Google, as a third party beneficiary under these Terms of Use, will have the right to enforce these Terms of Use against you;
  - unless otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Android Application are between you and us (and not between you, or anyone else, and Google); and

- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Android Application infringes any intellectual property rights, Google will not be responsible or liable to you in relation to that claim; and

3. you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been designated by the US Government as a "terrorist supporting" country; and
- you are not listed on any US Government list of prohibited or restricted parties.

### **Account Security**

Be careful to keep your private keys, passwords, security codes and other security feature that you use to access the Product. You must maintain the security of your Account by protecting your login, password and security credentials from unauthorized access or use. It is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with enhanced security features. You must properly read, use and follow Anti-fraud policy, notify Crypterium if you discover or suspect any unauthorized access or use of your Account or any security breaches related to your Account. Upon receipt of written notice from you that the security of your Account has been compromised, Crypterium will take reasonable steps to protect your Account.

Please note that You are responsible for all activities that occur under your Account, and by agreeing to these Terms you accept all risks of any authorized or unauthorized access to your Account. You will be bound by, and you hereby authorize Crypterium to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account regardless of whether the access is authorized or unauthorized by you.

### **Referral Program**

1. You may earn a fixed \$5 reward for every new account registration made by a new user at Crypterium via your reference. Please note that you'll get paid once we successfully verify your referral's identity.
2. Your referral will be rewarded with \$5 after successful completion of the KYC procedure and execution of a crypto transaction for more than \$50.
3. Apart from getting a fixed reward per referral, you'll also get 25% of their crypto-to-fiat transaction fees for an entire year.

4. Users creating fake or duplicate accounts to cheat our referral program will not be rewarded, and in referring yourself, you will be disqualified from our Referral Program.
5. Crypterium reserves the right to change any terms of the Referral Program at any time as well as identify whether or not abovementioned conditions of the Referral program were met, and You had been qualified for reward.

## **Trademarks**

Our name, the terms “Crypterium”, “C-lever”, “Instachange”, “Cryptobank for Cryptopeople”, our logo and all related names, logos, product and service names, designs and slogans are trademarks of Crypterium AS. You must not use such marks without the prior written permission of Crypterium AS. All names, logos, product and service names, designs and slogans on the Websites and any Products (“**Marks**”) are the trademarks of their respective owners.

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## **Intellectual Property Rights**

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- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website and any Products.

If you wish to make any use of materials on the Websites or in any Products other than that set out in this section, please address your request to: [support@crypterium.com](mailto:support@crypterium.com)

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites and any Products in breach of the Terms of Use, your right to use the Websites and any Products will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or any Products or any content on the Website or any Products is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## Services

We provide the following services in accordance with our Terms of Use:

Granting restricted use of Crypterium AS - owned intellectual property, while using Website
Informing Users about the Website activity
Providing services for opening the User Account
Providing services for exchanging one crypto asset to another one
Providing services for exchanging crypto assets to fiat and vice versa
Card program support

We have integrated under license agreement with **Processing Center OU**, Estonia, reg. number



14681311, enabling us to provide you with services for exchanging crypto assets to fiat and vice versa.

We have integrated under license agreement with the company **Commercial Rapid Payment Technologies Limited**, UK, reg. number 11412485, enabling us to provide you with services of opening of the User Account, exchanging one crypto asset to another one, exchanging crypto assets to fiat and vice versa.

The Company is not responsible and does not assume any liability whatsoever for acts, errors or omissions of any third party.

We may share your personal data with third parties for purposes of providing services described in this Clause. Please check our Privacy Policy for more details.

### **Prohibited Uses**

You may use the Websites and any Product only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites and any Product:

- In any way that violates any applicable national, regional, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the EU or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites and any Products, or which, as determined by us, may harm the Company or users of the Websites and any Products or expose them to liability.

Additionally, you agree not to:

- republish, redistribute or re-transmit any data from any of our communications, analytics, and other Products without our permission;

- copy or store any of our Products other than for your own personal non-commercial use and as may occur incidentally in the normal course of use of your browser or mobile device;
- store any Products (including pages of a Website) on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Website or the Product;
- remove or change any content of any Product or attempt to circumvent security or interfere with the proper working of the Product or any servers on which it is hosted;
- create links to a Website from any other website, without our prior written consent, although you may link from a website that is owned and operated by you provided that (a) the link is not misleading or deceptive and fairly indicates its destination, (b) you do not state or imply that we endorse you, your website, or any products or services you offer, (c) you do not create any misimpression or confusion among users with respect to sponsorship or affiliation, (d) you link only to the home page of the Website (and you do not frame, replicate or use any of the Marks, including “Crypterium”, “C.lever”, “Instachange”, “Cryptobank for Cryptopeople” or any variation thereof as a metatag), and (e) the linked website does not contain any content that is unlawful, threatening, abusive, libelous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;
- use the Websites or any Products in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites and any Products, including their ability to engage in real time activities through the Website and through any Products;
- use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- create (whether for yourself or someone else) any financial product or service which seeks to match the performance of, or the capital or income value of which is related to, any of our Product or services;
- use any manual process to monitor or copy any of the material on a Website or for any other unauthorized purpose without our prior written consent.
- use any device, software or routine that interferes with the proper working of a Website.

- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of a Website, the server on which the Websites are stored, or any server, computer or database connected to any Website.
- attack any Website via a denial-of-service attack or a distributed denial-of-service attack.
- otherwise attempt to interfere with the proper working of the Website. Except to the extent expressly set out in these Terms of Use, you are not allowed to:
  - otherwise do anything with respect to any of the Product that it is not expressly permitted by these Terms of Use.
  - You must use the Websites and the Product, and anything available via such, only for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.
  - All rights granted to you under these Terms of Use will terminate immediately in the event that you breach or fail to comply with any of these Terms of Use.
  - To do anything with the Websites and the Product that is not expressly permitted by these Terms of Use, you will need a separate license from us. Please contact us via [contact@crypterium.com](mailto:contact@crypterium.com).

## **Changes to the Website**

We may update the content on any Website and any Product from time to time, but its content is not necessarily complete or up-to-date. Any of the material on any Website or in any Product may be out of date at any given time, and we are under no obligation to update such material.

## **Information About You and Your Visits to the Websites**

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the

Privacy Policy.

## **Confidential Information**

When using a Website or any Products, data may be transmitted over an open network which may allow such communications to be intercepted by third parties. As a result, we cannot guarantee the confidentiality or security of any communication or data that you may transmit to us through the Websites.

## **Online Purchases and Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Websites and any Products, including the registration and sponsorship for conference events. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use. In the event of terms that are directly conflicting between these Terms of Use and terms of conditions for the registration or sponsorship of a conference event, the terms and conditions for the event shall control.

## **Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

## **Links from the Websites**

If a Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

## **Third party services**

Certain features of our Websites and Products may utilize the services and/or products of third-party vendors and business partners, which services and/or products may include software,

information, data or other services. Certain of these vendors and business partners require users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. Your uses of such features constitute your agreement to be bound by these additional terms and conditions. These third party terms are subject to change at such third party's discretion.

The Company is not responsible and does not assume any liability whatsoever for acts, errors or omissions of any third-party service provider.

### **Ko-kard**

Ko-kard provides the card program management and services to facilitate card transactions on the user's request. Ko-kard is an unaffiliated third-party vendor.

The terms set forth in <https://crypterium.com/content/agreement.pdf> apply to all users who would like to order the card on the Website and use it to buy goods and services and/or withdraw of funds through an ATM network. We advise you to read these terms and conditions before ordering a card.

Crypterium will provide the following support using card services;

- ability to reset user's PIN code through Crypterium App;
- access to initial value loading is through Website or mobile application of Crypterium;
- check the prepaid value remaining in user's card account and transaction details by visiting Websites or through Crypterium's mobile application;
- card delivery;
- physical card replacement;
- Card Activation (one time);
- Card Load/Re-Load (Online);
- Foreign Transaction Cross-border.

### **Geographic Restrictions**

The owner of the Websites, Crypterium AS, is a public limited company in Estonia. We make no claims that the Websites or any of its content is accessible or appropriate outside of EU. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside EU, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your

particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY OF THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT. YOUR USE OF ANY OF THE WEBSITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE RELATED TO OR ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT ANY ONE OF OUR WEBSITES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT SUCH WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH SUCH WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY OF OUR WEBSITES, OR ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED

THROUGH OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (WHICH MAY INCLUDE FRAUD).

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY USE OF YOUR ACCOUNT BY YOU OR BY ANY THIRD PARTY (WHETHER OR NOT AUTHORIZED BY YOU) INCLUDING BUT NOT LIMITED TO CYBER ATTACKS, UNAUTHORIZED ACCESS BY ANY THIRD PARTY.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any Websites or any Products, including, but not limited to, any use of any Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from any of the Websites.

### **Complaints and Dispute Resolution**

If you have any feedback, questions, or complaints, contact support service via online chat on our webpage <https://crypterium.com/>.

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. Support team will consider your complaint. The support team will consider your complaint without prejudice based on the information you have provided and any information provided by Crypterium. Your complaint will be considered within a reasonable time. Support team will offer to resolve your complaint in the way you requested - you requested; make a determination rejecting your complaint and set out the reasons for the rejection; or offer to resolve your complaint with an alternative solution. You agree to use the complaints procedure of this Section before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

You agree to use the complaints procedure of this Section before filing any claim with a bank in case of stolen cards, duplicate processing, refund and similar cases. The user has a right to refund

if he/she raises a request within 3 days of purchase. The reason of the request will be considered by our specialists within a reasonable time. Failure to comply with this provision may be used as evidence of your fraudulent conduct, unwillingness to settle the issue and/or the vexatious nature of the complaint.

## **Governing Law and Jurisdiction**

All matters relating to the Websites or any particular Product and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including noncontractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Estonia without giving effect to any choice or conflict of law provision or rule (whether of Estonia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website or any Product shall be instituted exclusively in the courts of the United Kingdom although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, unless the prevailing legislation allows otherwise (and then only to the extent allowed under such prevailing legislation).

## **Waiver and Severability**

No waiver of the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and us with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.



## **Your Comments and Concerns**

The Websites are operated by the Company. All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: [support@crypterium.com](mailto:support@crypterium.com)