

Terms of Use

Please read these Terms of Use (hereinafter – the "Terms") carefully before using any services, provided by CERTA PAYMENTS LTD, a legal entity incorporated under the laws of Canada, including but not limited to Cryptomus (<https://cryptomus.com>) website (hereinafter – the "Website") and mobile application ("App").

If you do not agree with these Terms, you may not access or use the Website or any Services provided on the Website. All information and Services provided on the Website are provided on a strictly "as-is" basis without any warranty whatsoever.

Please leave the Website and do not create an Account if you do not agree with the terms and conditions laid down below. Otherwise, you take all risks and responsibility for holding and dealing in Virtual Currency, though we have warned you.

1. Terms and Definitions

- 1.1. Account – a account opened by you on the Website to access Services on the Website.
- 1.2. AML Policy – rules of conduct aimed at the prevention of money laundering and terrorism financing, developed by the Company in accordance with the Regulatory Law, which construes an integral part of the Terms and can be accessed at <https://cryptomus.com> .
- 1.3. Regulatory Law – laws of Canada, applicable under these Terms to any and all relations between you and the Company.
- 1.4. Cryptomus (also referred to as the "Platform") – an online platform, operated by the Company, that offers Services of Virtual Currency wallet, exchanging Virtual Currencies and other services, laid down in Section 3 of the Terms.
- 1.5. Deposit – a transaction, which involves the transfer of units of Virtual Currency from external wallets to your Account.
- 1.6. CERTA PAYMENTS LTD (also referred to as the "Company", "We", "Our") – a company, incorporated in Canada, under Company Number M22649585 with a registered address at 423 RICHARDS STREET, #170 VANCOUVER, BC, CANADA V6B1L4., which provides you access to the Services on the Platform.
- 1.7. Exchange – exchange transaction of a Virtual Currency to fiat currency or vice versa, or of Virtual Currency to another Virtual Currency conducted through the Account.
- 1.8. Exchange Rate – correlation of value between assets in trading pairs, based on assets' demand, supply, value, utility, and other economic variables.
- 1.9. Fee – commission or other costs, charged by the Company for the use of Services.
- 1.10. Privacy Policy – rules of personal data collection, storage, and use, developed by the Company in accordance with the Regulatory Law, which construes and integral part of the Terms and can be accessed at <https://storage.cryptomus.com/docs/privacy.pdf> .
- 1.11. Services – any services, provided on the Platform by the Company, laid down in Section 3 of the Terms.
- 1.12. User (also referred to as "You", "Your") – an individual (a physical person) or a legal entity, incorporated in an appropriate legal form, that has opened an Account on the Website, who has the capacity to enter into a legally binding contract and use the Website, and is not prohibited to do so and use the Services by the Regulatory Law or any other laws that may apply.
- 1.13. Virtual Currency – decentralized peer-to-peer digital asset, that has no central issuer and is not legal tender, is not securities, e-money, or money under the Regulatory Law.

1.14. Virtual Currency Merchant – a third-party provider of goods and/or services, that supports payments in Virtual Currencies through the User's Account on the Platform.

1.15. Website – an Internet website, maintained and owned by the Company at <https://cryptomus.com/>.

1.16. Withdrawal – a transaction, which involves the transfer of the units of Virtual Currency from your Account to external wallets.

2. Terms of Use Status and Acceptance

2.1. These Terms constitute a legally binding agreement between you and the Company.

2.2. These Terms apply to any and all Services, information, texts, and other products, offered on the Website by the Company.

2.3. By accessing the Website, opening an Account on the Website, or ticking the "I agree to the Terms of Use and Privacy Policy" checkbox, you agree to be bound by these Terms and confirm that you have read, understood, and accepted all the provisions of these Terms, as well as provisions of our Privacy Policy, AML Policy, and other legally binding document publicly available on the Website.

2.4. You cannot use the Website and create the Account if you have not read, understood, and accepted all the provisions of these Terms.

2.5. The Company may change, remove, or add the context of the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the Website, the Account and the Services from that date on. Please, check these Terms regularly to be aware of all current provisions of these Terms.

2.6. The Company may notify you about significant changes in these Terms. This can be done by posting a notification on the Website or sending you an e-mail (if appropriate).

2.7. You can review the most current version of the Terms using the Terms of Use link. If you continue to use the Website after the Company makes changes to the Terms, you expressly confirm your acceptance of the new and/or revised Terms.

2.8. These Terms, including our Privacy Policy and the AML Policy, any and all notices, notifications, policies, warnings and disclaimers constitute entire agreement between you and the Company.

3. Services

3.1. The Company provides the following services on the Website (collectively – "Services", and separately – the "Service"):

- Exchange of Virtual Currency unit for units of another Virtual Currency/fiat money;
- Virtual Currency wallet services;
- Depositing and withdrawing units of Virtual Currency on the Platform;

3.2. By providing a Service of exchanging Virtual Currency units for units of another Virtual Currency or fiat money, the Company uses then-prevailing spot market exchange rate for the given trading pair (e.g. BTC/USD). You further acknowledge and agree that whilst the prices displayed on our Platform may take into account market data from various sources, they are not taken directly from any one source, and therefore may not match prices that you see elsewhere (including prices quoted on other exchanges, conversion services and market data providers).

3.3. By providing a wallets Service, the Company provides you with a digitally secured wallet for Virtual Currencies, aimed to exchange, store, and withdraw units of Virtual Currencies and securely stores your private keys for these purposes.

3.4. To access Services, laid down in Sections 3.2.-3.3. of the Terms, you have to deposit units of Virtual Currencies on the Platform.

- 3.5. Deposits and withdrawals are made in accordance with Section 9 of the Terms.
- 3.6. The Company may at any time disable the access to the Website, the Account and/or specific Service or all Services altogether and reserves the right to do so in its sole discretion.
- 3.7. The Company only offers Services regarding Virtual Currencies the Platform supports. Please, check the Website regularly to be aware of what Virtual Currencies are supported. You should not attempt to use your Account to deposit Virtual Currencies the Platform does not support.
- 3.8. The Company stores all keys, related to your Virtual Currencies holding on the Account.
- 3.9. The provision of Services might be delayed due to circumstances including but not limited to technical difficulties, reasonable doubts about the nature or source of funds, deposited on the Platform, carrying out AML/KYC checks as set forth in the AML Policy, etc.
- 3.10. The Company may also provide you with an aggregated nominal value of all your assets in EUR, BTC or any other currency or Virtual Currency based on their current exchange rate.

4. User's Eligibility

- 4.1. To access the Services, you must open an Account on the Website by undergoing a registration procedure on the Website.
- 4.2. The Services and the use of the Website are available to individuals or legal entities, that:
- are at least 18 years of age (for individuals);
 - have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Regulatory Law or any other laws that may apply;
 - are residing or incorporated in countries and territories we support.
- 4.3. You can only have one Account on the Website. You should not create more than one Account on the Website unless expressly permitted by the Company.
- 4.4. You cannot create an Account on the Website if your Account has previously been suspended by the Company.

5. Personal Account

- 5.1. When opening an Account on the Website, you warrant that any and all information, submitted by you is accurate, valid, up-to-date, and complete.
- 5.2. You shall not use your Account for illegal purposes and activities, which may include but is not limited to money laundering, terrorism financing, human, drug, weapon, and sex trafficking, or tax evasion.
- 5.3. You must not create an Account on behalf of another individual or entity unless you are legally authorized to do so.
- 5.4. You are solely responsible for keeping your Account secure. Do not share your login, password or any other access details with others.
- 5.5. You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of your Account. Please contact us at support@cryptomus.com immediately in this case!
- 5.6. The Company reserves its right to suspend your Account without providing notice or reason in case of any violation of these Terms.

6. Registration Requirements

- 6.1. In order to receive access to the Services, provided on the Website, you will have to provide certain information and documents and undergo a verification procedure. For more information, please, read the AML Policy.

6.2. The Company may at any time request you to provide additional documents and information and/or updated documents and/or information and documents submitted before and reserves the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension.

6.3. You are solely responsible for the accuracy, validity, and correctness of all information and documentation you submit to the Company. Should there be any error, mistake, update, or change in information or documents you have submitted prior, you are obliged to notify the Company immediately.

6.4. Information and documents, submitted by you to the Company are processed according to provisions of our Privacy Policy.

7. User Conduct

7.1. While visiting, accessing, using the Website and Services, you agree to:

- not violate or assist any third party in violating these Terms and/or any Regulatory Law, which may include but is not limited to international laws, national laws, statutes, regulations, etc.;
- not provide false, inaccurate, incomplete and misleading information to the Company;
- not violate intellectual property rights (trademark, copyright, patent, and other intellectual property rights) of the Company;
- not use the Website in any way that can damage, disable or overburden the Website, which may include but is not limited to uploading or in any other way, while using the Website, sending viruses, Trojan horses, spyware, adware or any other malicious code; performing DDoS attacks, interfering with or disrupting any network, equipment, or server connected to or used to provide services on the Website;
- not attempt to gain unauthorized access to the Website, other Users' Accounts, computer systems or networks connected to the Website or to extract data from the Website;
- not share your Account and/or password with third parties or use any other person's Account and/or password;
- not impersonate or misrepresent your affiliation with another User, person or entity, nor make other fraudulent, false, deceptive, or misleading representations;
- not violate any laws that apply in your jurisdiction concerning the use of Virtual Currency;
- not violate these Terms and the Regulatory Law in any other way.

8. Account Closing & Suspension

8.1. You can close your Account at any time at your sole discretion.

8.2. Before closing your Account, all your assets have to be withdrawn to external wallets.

8.3. The Company reserves the right to suspend your Account in an event:

- we reasonably believe your Account has been compromised, as well as for any other security reasons;
- we reasonably believe your Account is being used by a person with no right and/or authorization to do so;
- you fail to comply with these Terms, as well as with any other document that construes a part of these Terms;
- you have provided us with any false, incomplete, misleading, inaccurate information;
- you, your Account, your behavior poses regulatory risks to the Company;
- we reasonably suspect you of fraud, violating the Regulatory Law;
- other reasons that constitute a violation of these Terms and the Regulatory Law.

8.4. The Company may, but is not obliged to, notify you about the reasons for your Account suspension. Assets from your Account will be withdrawn to wallets, information about which you shall provide to the Company's customer support.

8.5. In an event of Account closing or suspension, you will still be liable for all applicable Fees.

8.6. The Company is not liable for any losses suffered due to your Account closure or suspension.

9. Deposits and Withdrawals

9.1. Before using the Services, you have to deposit units of Virtual Currency to your Account by following Deposit instructions on your Account page. Please carefully read Deposit instructions.

9.2. You can withdraw units of Virtual Currency at any time at your sole discretion subject to Account transaction limits and temporary or permanent restrictions imposed in course of internal investigation or by law (e.g. court orders).

9.3. You can withdraw your units of Virtual Currency in any amount, provided there are enough Virtual Currency units to cover the applicable Fees.

9.4. Each Withdrawal of Virtual Currency is subject to mining fee charged by the respective blockchain network. When sending your transaction to the blockchain, we will try to keep the balance between reasonable fees and speed of processing, however, we reserve the right to determine the exact amount of mining fee to be set in our sole discretion. You can check the exact amount of mining fee charged for the specific transaction by checking the respective blockchain explorer (e.g. <https://www.blockchair.com/explorer> for BTC and BCH, <https://etherscan.io/> for ETH, etc.).

9.5. The Company shall not be liable for the transfer of your units of Virtual Currency to other wallets. You are solely liable for the accuracy of information, required for carrying out a Withdrawal (i.e. addresses, tags and any other required credentials). The Company strongly advises you to always double-check the accuracy of information provided for Withdrawal purposes.

9.6. You shall always keep in mind that blockchain transactions are irreversible, and therefore, once the transaction has been sent to the blockchain network upon your request (in case of Withdrawals), we cannot reverse it at all.

10. Fees

10.1. The Platform is operated on an automatically Fee-charging basis for the Services and the Company does not issue any invoices. The applicable Fees for any transaction will be displayed to you before executing a given transaction.

10.2. The Company may change the Fee structure at any time (including adding new fees for new Services) and reserves the right to do so in its sole discretion. The Company will notify you about any changes in Fee structure. This can be done by posting a notification on the Website or sending you an e-mail (if appropriate).

10.3. Fees are paid in a Virtual Currency that corresponds to the respective Service.

10.4. Fees shall be paid at the time of the completion of each transaction.

11. Settlements, Cancellations, and Refunds

11.1. When depositing, withdrawing, or exchanging units of Virtual Currencies for another Virtual Currency/fiat money, respective assets shall be debited and credited onto your Account.

11.2. Once your order to exchange Virtual Currency has been completed, it cannot be canceled or reversed. Exchanges are final and there are no refunds for them.

11.3. The order to exchange Virtual Currency can be canceled by the Company in an event of a technical fault of the Platform.

12. Content

12.1. The Company may produce and display content (the "Content") on the Website, which includes but is not limited to information, texts, images, video, and audio files.

12.2. The Content does not constitute any form of investment advice, financial advice, trading advice, or any other sort of advice unless specifically mentioned otherwise and should not be construed as such. The Company shall not hold liability for any actions that arise from its Content.

13. Intellectual Property

13.1. All components, Content of the Website, and the Website as a whole belong to the Company and are protected with, including, but not limited to copyright, trademarks, trade secrets. All rights reserved.

13.2. You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the Website without Company's prior written consent.

13.3. Violation of any of the intellectual property rights of the Company is strictly prohibited.

14. Links to Third-Party Websites

14.1. The Website may contain links to third-party websites or services that are not owned or controlled by the Company.

14.2. The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

14.3. For more information, please read these companies' public policies.

15. Confidentiality and Privacy Policy

15.1. Personal information that you provide to the Company, including information provided in accordance with our AML Policy and any information about your use of the Website that the Company obtains will be subject to our Privacy Policy.

15.2. The Company may be obliged to disclose your personal information to law enforcement authorities, data protection authorities, financial regulators, financial service providers, governmental authorities and officials, and other authorized persons, as set forth in the Privacy Policy.

15.3. In an event the Company suspects you of violation the AML Policy, we shall report such behavior and disclose relevant personal information to relevant authorities in accordance with the Regulatory Law.

16. Disclaimers and Limitations of Liability

16.1. For non-performance or improper performance of their obligations under these Terms, the Company and you shall be liable in accordance with these Terms and the Regulatory Law, unless otherwise provided hereby.

16.2. The Website, Content, and Services are provided without any guarantees, conditions, or warranties as to its accuracy, quality, and fit for a particular purpose or need. The Company does not guarantee that the Website and Services are error-free, reliable, or will operate without interruption.

16.3. The Website is provided to you on the "AS-IS" basis.

16.4. The Company does not guarantee that any exchange requests will be accepted, executed, or recorded.

16.5. The Company shall not be liable for the use or inability to use the Website and Services.

16.6. In no event shall the Company, its officers, directors, employees, agents, third-party service providers be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from (i) the accuracy, completeness, or content of the Website, (ii) the accuracy, completeness, or content of any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iii) the Services found at the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to this Website, (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 Company's servers and/or any and all content, personal information, blockchain information or other information and data stored therein, (vii) any interruption or cessation of Services to or from the Website or any websites 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 websites linked (through hyperlinks, banner advertising or otherwise) to this Website, (ix) any loss or damage of any kind incurred as a result of your use of the Website or the Services found at the Website, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not the company is advised of the possibility of such damages, (x) losing access and/or unauthorized access to your Account, (xi) any errors or malfunctions caused by or otherwise related to any wallets used to deposit and withdraw Virtual Currencies, (xii) malfunctions, breakdowns and abandonment of blockchain protocols, (xiii) changes in regulatory approaches or legal actions taken regarding the blockchain technology and Virtual Currency, (xiv) taxation and/or changes in tax system regarding Virtual Currencies, (xv) advancements in cryptography, any technical advancements that may present risks to blockchain protocols, (xvi) unfavorable fluctuations of Virtual Currencies, (xvii) errors in the provision of Services; (xviii) other risks associated with purchasing, holding, and Virtual Currencies, and using the Website and Services.

16.7. The Company shall not be liable for any events that may include but are not limited to civil, criminal, and administrative actions that may arise from you using blockchain and Virtual Currency if such use is forbidden or otherwise limited in your country.

16.8. The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice or any other sort of advice.

16.9. To the extent permitted by Regulatory Law, you agree to defend, indemnify, and hold harmless the Company from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) your use of and access to the Website and Services; (ii) your violation of any term of these Terms; or, (iii) your violation of the Regulatory Law, including any law, rule, or regulation, or the rights of any third party.

16.10. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond your and the Company's (the "Parties") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

17. Announcements

17.1. The Company may from time to time post official announcements, news, notices, etc. (the "Announcements") on the Website. In no event shall the Company be liable for any losses arising from you neglecting or ignoring the Announcements.

18. Regulatory Law and Dispute Resolution

18.1. These Terms are governed by the laws of Canada.

18.2. You and the Company shall endeavor to resolve through negotiations all disagreements that may arise between you and the Company during the validity term hereof.

18.3. If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the Regulatory Law.

19. Final Provisions

19.1. These Terms shall remain in force until terminated either by you or the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

19.2. If any questions have not been regulated by these Terms, they shall be regulated under the Regulatory Law.

19.3. These Terms are a legally binding agreement and together with its other integral parts constitute an entire agreement between you and the Company.

19.4. In an event the Website is available in multiple languages, the English version of the Terms shall prevail.

19.5. All provisions of these Terms applicable to the Website shall apply to others means of providing Services, including the App, unless specifically stated otherwise.

19.6. Should you have any comments, questions, or complaints, please contact us at support@cryptomus.com .