

General Terms of Use BuyCrypt

This General Terms of Use has been updated on 22 March , 2021

These General Terms of Use (hereinafter Terms of Use) constitute an electronic agreement between you (hereinafter the "User") and BuyCrypt Inc., 8 The Green, STE Al Dover, DE 19901, USA (hereinafter the "BuyCrypt", "Platform") that applies to the User's use of this website, any and all services, products, and content provided by BuyCrypt.

As used herein, "BuyCrypt" refers to the company BuyCrypt Inc., including but not limited to, its owners, directors, investors, officers, employees, agents or other related parties, unless otherwise provided herein.

These Terms of Use contain important provisions, which the User must consider carefully when choosing whether to visit the Site and use the services, products and content of BuyCrypt. Please read these Terms of Use carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of any and all services, products and content of BuyCrypt.

IF THE USER DOES NOT ACCEPT THESE TERMS OF USE, THE USER SHALL NOT ACCESS THIS SITE AND SHALL NOT USE ANY OF BUYCRYPT'S SERVICES, PRODUCTS AND CONTENT.

BuyCrypt is a multi-terminal platform for cryptocurrency trading. The user has the ability to connect accounts from different exchanges using API keys and trade from one place in a more convenient interface using our Platform.

1. DEFINITIONS

Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below:

- 1.1. **Account** means an account registered by the User on the Platform.
- 1.2. **API keys** mean an application programming interface, that is, a program that allows the Platform to interact with other Exchanges among themselves.
- 1.3. **Commission** means a fee charged by or on behalf of any third party (e.g. bank, non-bank financial institution, payment service provider, etc).
- 1.4. **Cryptocurrency or Funds** means peer-to-peer decentralized digital representation of value (e.g. bitcoins, ethers, etc.).
- 1.5. **Deposit** means a Transaction involving the transfer of Funds to the Account.

- 1.6. **Exchange** means a trading platform where securities, commodities, derivatives and other financial instruments are traded.
- 1.7. **Subscription** means a monthly service fee charged by BuyCrypt.
- 1.8. **Personal Information** (personal data) means any information which identifies you personally or which may help us to identify you (e.g. your name, address, e-mail address, trades etc.).
- 1.9. **Services** mean all and any service provided by BuyCrypt.
- 1.10. **Site** means BuyCrypt website at <https://buycrypt.com/>
- 1.11. The Platform allows conducting transactions (hereinafter the **Transactions**) by managing the accounts of the exchanges that the User has connected using the API keys. It is impossible to withdraw cryptocurrency to an electronic wallet using the BuyCrypt Platform. The withdrawal of cryptocurrency to an electronic wallet on each Exchange is carried out by the User individually.
- 1.12. **User** means a person or an entity that uses the Services, agrees to follow the Terms of Use and is a holder of an Account.

Where the context so admits words denoting the singular shall include the plural and vice versa.

2. THE SCOPE OF THE SERVICES

- 2.1. The Services allow all Users to connect accounts from various exchanges using API keys and trade from the Platform in a more convenient interface.
- 2.2. BuyCrypt does not provide any financial, investment or legal advice in connection with the Services provided by BuyCrypt. BuyCrypt may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Cryptocurrencies is the User's decision and BuyCrypt will not be liable for any loss suffered.
- 2.3. Depending on the User's place of residence, the User may not be able to use all the functions of the Site. It is the User's responsibility to follow those rules and laws in his/her place of residence and/or place from which the User accesses this Site.
- 2.4. The User acknowledges and agrees that, when using the Platform, BuyCrypt acts only as an intermediary between User and Exchange and between User and Trader in such Transactions, not as the counterparty to any trade.

3. THE USER'S RIGHTS AND RESPONSIBILITIES

- 3.1. The User has the right to enter and use the Platform and the Services, as long as he/she agrees to and actually complies with the Terms of Use. By using the Site, the User agrees to accept and comply with the terms and conditions stated herein.
- 3.2. The User undertakes to read the entire Terms of Use carefully before using the Site or any of the services provided by BuyCrypt.
- 3.3. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.
- 3.4. The User undertakes to monitor all and any changes on his/her Account, including but not limited to the balance matters.
- 3.5. The User undertakes to immediately (i.e. right after the moment of discovery) inform BuyCrypt about any unusual, suspicious, unclear or abnormal changes on his/her Account. In case of late informing or non-informing the User will be liable for the breach of the Terms of Use and BuyCrypt will have the right to take any further steps accordingly, including but not limited to report to the relevant state or national authorities.
- 3.6. The User undertakes to notify BuyCrypt immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to office@buycrypt.com. Any User who violates the mentioned rules may be terminated, and thereafter held liable for any losses incurred by BuyCrypt or any user of the Site.
- 3.7. The User undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.
- 3.8. The User is responsible for any and all damages caused, and all liability actions brought against BuyCrypt for infringement of any third-party rights or violation of any applicable laws.
- 3.9. Nothing in the Terms of Use excludes or limits the liability of the User for fraud, death or personal injury caused by their negligence, breach of the terms implied by operation of law or any other liability which may not be limited or excluded by law.
- 3.10. Users are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.
- 3.11. Users are prohibited from engaging in any kind of market manipulation actions which specifically includes, without limitation: front-running, wash trading, spoofing, layering, churning, and quote stuffing. For general

understanding market manipulation actions are actions taken by any User or a person acting in concert with a User which are intended to (i) deceive or mislead other Users; (ii) artificially control or manipulate the price or trading volume of Funds; (iii) aid, abet, enable, finance, support or endorse either of the above. This may include actions on BuyCrypt Platform and/or outside of BuyCrypt Platform. Actions regarded by BuyCrypt as market manipulation will result in blocking User's account on the Platform with the right to use blocked Funds for reimbursement of negative consequences appeared due to mentioned manipulation at sole discretion of BuyCrypt.

4. THE USER'S REPRESENTATIONS AND WARRANTIES

- 4.1. By registering an Account, the User expressly represents and warrants that he/she:
 - follows the rules and laws in his/her country of residence and/or country from which he /she accesses this Site and Services;
 - has accepted these Terms of Use;
 - is at least 18 years old and has the right to accept these Terms of Use and participate in transactions involving Cryptocurrencies.
- 4.2. The User represents and warrants that he/she will only use the Platform to perform Transactions in accordance with the conditions set forth in these Terms and that they are duly authorised and have the capacity to enter into the Transactions on the Platform.
- 4.3. The User represents and warrants that the cryptocurrency deposited on the Exchange Account, which is connected with the API keys to the Platform BuyCrypt, belongs to the User and is obtained from legitimate sources.
- 4.4. The User represents and warrants that all Transactions being carried out do not violate the rights of any third party or applicable laws.
- 4.5. The User understands that his personal data and identifiers may be shared with appropriately authorized third parties, due to legal obligations such as prevention of crimes and tax purposes and/or to provide the service requested by the User.

5. BUYCRYPT'S RIGHTS AND RESPONSIBILITIES

- 5.1. BuyCrypt undertakes to provide the Services with the utmost effort, due care and in accordance with these Terms of Use.
- 5.2. BuyCrypt has the right to suspend the User's Account and block all Cryptocurrency contained therein in case of non-fulfillment or unduly fulfillment of the Terms of Use by the User.

- 5.3. BuyCrypt is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why our site is unavailable at any given time.
- 5.4. BuyCrypt is not responsible for the delay in the processing of payments made by the fault of any third parties, operators of such transactions.
- 5.5. In the case of fraud, BuyCrypt undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. The Users recognize that their account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All content on this Site is the property of BuyCrypt and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.
- 6.2. The use of any content from the Site on any other site or a networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

7. THE USER VERIFICATION

- 7.1. The User undertakes to provide BuyCrypt with up-to-date personal information contained in them.
- 7.2. The User hereby authorizes BuyCrypt, directly or indirectly (through third parties) to make any inquiries, as we deem it necessary to verify the relevance and accuracy of the information provided for verification purposes. The transferred personal data will be strictly limited to the required level and security measures will be used to protect the data described in our privacy policy.

8. USER ACCOUNT

- 8.1. The Site is for the User's personal and non-commercial use only. BuyCrypt is vigilant in maintaining the security of the Site and the Service. By registering with BuyCrypt, the User agrees to provide BuyCrypt with current, accurate and complete personal information as prompted by the registration process and to keep such information updated.
- 8.2. The User is allowed to register only one Account on the Platform. Thus, any additional Account may be suspended.

- 8.3. The User agrees that all actions conducted on the User's Account are recognized as those made on behalf of the User and on the User's own discretion.
- 8.4. The User agrees that he/she will not use any Account other than their own or access the Account of any other User at any time or assist others in obtaining unauthorized access.
- 8.5. The User is responsible for maintaining the confidentiality of information on their Account, including, but not limited to their password, email, wallet address, wallet balance and of all activities including Transactions made via their Account. If there is any suspicious activity related to the User's Account, BuyCrypt may request additional information from the User, including authenticating documents and freeze the Account for the review time. The User is obligated to comply with these security requests or accept termination of their Account.

9. TRANSACTIONS

- 9.1. Transactions will be executed immediately, without prior notice to the Seller and the Buyer, and will be deemed completed on the date and time of execution.
- 9.2. The User acknowledges and agrees that if the details of the Transaction are not specified or are incorrectly indicated in the Transaction, the User may lose his funds.

10. TRANSACTION FEE

- 10.1. The User does not pay BuyCrypt a commission for a transaction for each completed transaction. The User pays a commission in accordance with the rules of the Exchange, which User connected using the API keys to the Platform BuyCrypt.

11. ILLEGAL TRANSACTIONS

- 11.1. BuyCrypt reserves the right to suspend or terminate your BuyCrypt Account at any time if we reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
- 11.2. It is strictly forbidden to use the Account for any illegal purposes. BuyCrypt will report any suspicious activity to the relevant law enforcement.
- 11.3. The User shall ensure that they do not use the Services for the transactions relating to:
 - 11.3.1. money laundering, terrorist financing, proliferation of weapons of mass destruction;

- 11.3.2. human trafficking;
- 11.3.3. any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
- 11.3.4. any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;
- 11.3.5. archaeological findings;
- 11.3.6. drugs, narcotics or hallucinogens;
- 11.3.7. weapons of any kind;
- 11.3.8. illegal gambling services;
- 11.3.9. Ponzi, pyramid or any other "get rich quick" schemes;
- 11.3.10. goods that are subject to any trade embargo;
- 11.3.11. media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
- 11.3.12. body parts or human remains;
- 11.3.13. protected animals or protected plants;
- 11.3.14. weapons or explosive materials; or
- 11.3.15. any other illegal goods, services, or transactions.

12. TERMINATION OF THE TERMS OF USE

- 12.1. The User may terminate the Terms of Use and close their Account at any time, following the settlement of any pending transactions.
- 12.2. The User also agrees that BuyCrypt may, by giving notice, at its sole discretion terminate his/her access to the Site and to his/her Account, including without limitation, our right to limit, suspend or terminate the service and the Users' Accounts, prohibit access to the Site and its content, services, and tools, delay or remove hosted content and take technical and legal steps to keep the Users off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties or acting inconsistently with the letter or spirit of these Terms. Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Users for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or another User's account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting the use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by BuyCrypt, acting at its sole discretion.

13. SERVICES AVAILABILITY

- 13.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.
- 13.2. BuyCrypt will strive to keep the Site up and running; however, all online services suffer from occasional disruptions and outages and BuyCrypt is not liable for any disruption or loss the User may suffer as a result. Thus, BuyCrypt does not provide any guarantees that access to the Site will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information.
- 13.3. BuyCrypt will use reasonable endeavors to ensure that the User can normally access the Site in accordance with the Terms of Use. BuyCrypt may suspend use of the Site for maintenance and will make reasonable efforts to give the User a notice. The User acknowledges that this may not be possible in an emergency.

14. TAXATION

- 14.1. The User undertakes to pay all his/her taxes and duties, which can be resulted from the use of BuyCrypt Services and should be paid according to the User's state of residence regulations.
- 14.2. BuyCrypt is not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

15. NOTICES AND COMMUNICATION

- 15.1. BuyCrypt reserves the right to send notices to and communicate with the User by any means of communication available to BuyCrypt, considering the contact details provided by the User.
- 15.2. The User expressly agrees to receive any notices in electronic form and to be bound by them, if so is required by the Terms of Use.
- 15.3. The main official information channel of BuyCrypt are chatting on the Platform, email, telegram.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These Terms of Use shall be governed by and construed in accordance with the laws of the USA, unless otherwise expressly provided. Any disputes, controversies, claims or demands arising out of or in connection with this website and these Terms of Use shall be finally settled in the remote and interactive mode in the "American International Commercial Arbitration Court (LLC)" in accordance with its Regulations.

- 16.2. If any portion of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

17. LIMITATION OF LIABILITY

- 17.1. IN NO EVENT SHALL BuyCrypt, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USER 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, OR ANY OF BuyCrypt RELATED MEDIUMS OF COMMUNICATION, (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 USER 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 USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, OR ANY OF BuyCrypt RELATED MEDIUMS OF COMMUNICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT BuyCrypt IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 USER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL BuyCrypt'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER 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 USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

18. INDEMNITY

- 18.1. The User agrees to protect, defend, indemnify and hold harmless BuyCrypt 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 BuyCrypt directly or indirectly arising from (i) the User's use of and access to this Site or the Services found at this Site; (ii) the User's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) the User'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 of Use or the User's use of this Site or the Services found on this Site.

19. MODIFICATIONS AND AMENDMENTS

- 19.1. BuyCrypt reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. The changes will become effective and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that BuyCrypt shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

20. FORCE MAJEURE

- 20.1. If BuyCrypt is unable to perform the Services outlined in the Terms of Use due to the factors beyond its control including but not limited to the event of Force Majeure, change of law or change in sanctions policy, BuyCrypt will not have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

21. LINKS TO THIRD-PARTY WEBSITES

- 21.1. This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by BuyCrypt. BuyCrypt assumes no responsibility for the content, terms and conditions, privacy policies or practices of any third-party websites. In addition, BuyCrypt does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release BuyCrypt from any and all liability arising from the User's use of any third-party website. Accordingly, BuyCrypt encourages the User to be aware when the User leaves this Site, or the Services found at this Site

and to review the terms and conditions, privacy policies and other governing documents of any other website that you may visit.

CONTACT US

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms and/or your use of the Site and the Service, your Account or any other matter, please, contact office@buycrypt.com