

TERMS & CONDITIONS

Last updated 02 June 2020

INTRODUCTION

These Terms & Conditions of Services (hereinafter – “**Terms & Conditions**” or “**the Agreement**”) governs the services on cryptocurrency purchase and sale provided by **OÜ NeuronEX Platform**, registration no. 14917854, legal address: Harju maakond, Tallinn, Nõmme linnaosa, Kalda tn 9a, 11625, Estonia (hereinafter – “**Company**”).

The Company’s services are offered online through its website: <http://neuronex.io/>.

Using the services on the <http://neuronex.io/> website means the full acceptance of these Terms & Conditions by the user. Further information related to Company’s services is explained in **Refund and Return Policy** and **Privacy Policy**. These documents are an integral part of the Agreement and by using Company’s services you confirm adherence also to these documents. **In case of disagreement with these Terms & Conditions, the user shall not perform any transactions.**

The Company provides its services to (a) private individuals (natural persons) who are at least 18 (eighteen) years old and possess full legal capacity and the rights to enter into this Agreement; (b) legal entities having full legal capacity and authority to enter into this Agreement. **If you do not meet these conditions you are not allowed to use this website and services of the Company.**

By entering into this Agreement and using Company’s services you confirm that you have full rights and legal capacity to enter into this Agreement and to use Company’s services.

DEFINITIONS AND KEY TERMS OF THE AGREEMENTS

Company - a limited liability company, incorporated and operating under the laws of the Republic of Estonia, under the number 14917854, which is registered by Companies House companies register and having its legal address at Harju maakond, Tallinn, Nõmme linnaosa, Kalda tn 9a, 11625, Estonia ;

Customer – a private individual (natural person) at least 18 years old who has registered in the System and use Company’s Services; legal entity, whose duly authorized representative has registered in the System and use Company’s Services on behalf and in the name of this legal entity;

System – a software solution on Company web pages (<http://neuronex.io/>), used for provision of Company Services;

Services - Cryptocurrency purchase and sale services and Cryptocurrency wallet service;

Cryptocurrency wallet or Account – the electronic account for performance of cryptocurrency Transactions by the Customer opened in the System and storage of Cryptocurrency;

Cryptocurrency - Bitcoin and Ethereum and any other digital currency that may be available for purchase on the Site from time to time;

Transaction – (i) purchase by Customer of Cryptocurrency from Company through this Site; or (ii) sale by Customer of Cryptocurrency to Company through this Site;

Fiat money - is a currency offered for Transaction on the Site that has been established and used as money by government regulation.

Site - <http://neuronex.io/> website;

Agreement - an agreement between the Customer and Company which includes these Terms & Conditions and any other conditions and documents (Supplements, Rules, Declarations, Policies etc.), including but not limited to, information on the websites, references to which are made in this Agreement.

Party/Parties - Company or the Customer/Company and the Customer.

The language of Services - English and/or Russian language.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. Company provides Services to Customer and executes Customer's Transactions according to the terms of the Transaction placed on this Site, these Terms & Conditions and related disclosure. The Customer performs Transactions through this Site using Cryptocurrency wallet or Account opened to Customer in the System. Company will sell or purchase only those Cryptocurrencies listed on the site, which may change without prior notice to Customer.
- 1.2. Company does not provide any investment or financial advice. Company is not a bank. Cryptocurrencies vary quickly in value and they are not insured against loss of value. Cryptocurrency Customer purchases may decrease in value to nothing rapidly. Customer must not undertake the risk that Customer cannot afford.
- 1.3. The Company is not an investment or trading company. Our Services performs only the exchange from Fiat currency to a Cryptocurrency to Cryptocurrency wallet you specified.
- 1.4. These Terms & Conditions are effective and apply to all Company's Services and Customer shall acquaint and agree with them before using Company's Services, electronically, opting-in by checking the relevant boxes for confirmation provided before the completion of Customer registration in the System and confirmation of Customer's Account.
- 1.5. The Customer shall not use Company's Services if any applicable laws in its country prohibit from doing so in accordance with this Agreement.

2. REGISTRATION IN THE SYSTEM AND CREATION OF THE CRYPTOCURRENCY WALLET

- 2.1. Before use of the Services Customer shall register in the System and open a Cryptocurrency wallet or Account.
- 2.2. Customer may open only one Account. Multiple or linked accounts are not allowed.
- 2.3. By registering in the System, you agree to provide us with current, accurate, authentic, and complete information about you, which may include without limitations, your name, password, e-mail address, postal address, telephone number, ID number, date of birth, taxpayer identification number, personal bank account details, payment card details and any other information necessary, and you shall keep any of these data up to date while using our Services. We may request additional information as necessary, including in the event of any suspicious activity related to your Account.
- 2.4. By opening an Account, you expressly represent and warrant that:
 - 2.4.1. you are at least 18 years old and are capable to take responsibility for your own actions, and have full legal capacity to accept these Terms & Conditions and perform Transactions;
 - 2.4.2. you have accepted these Terms & Conditions;
 - 2.4.3. all information and details that you submit to Company in the registration process, and thereafter (including as part of any use of the Services), are true, current, complete and not misleading and, as appropriate, match the name(s) on the credit/debit card(s) or other payment accounts to be used in the Transactions.
 - 2.4.4. you do not reside in any of restricted locations indicated in Section 12 of the Agreement;
 - 2.4.5. you have not been suspended or removed from using Company's Services.
- 2.5. Company shall confirm your Account after Customer Verification and notify you via the email address which has been specified during registration in the System. Company is entitled to correct the entered Customer data, based on the information provided by the Customer, if the mistake is in 1-2 signs. If personal data entered by Customer is very different from provided in proof of identity documents, request for Account shall be declined. If due to inaccurate data the Customer has created several Accounts, s/he shall inform Company thereof, so that all created Accounts will be merged into one Account.

- 2.6. After successful opening of your Account following the verification process, you may start to use Company's Services.
- 2.7. The Company may, at any time and in its sole discretion, refuse opening an Account, limit the Account that you may establish and maintain, or suspend any Transaction for the time of examination of any information submitted by you.
- 2.8. You acknowledge that you are responsible for maintaining the strict confidentiality of your Account information, including your password. You understand that any compromise of your login information may expose your Account to unauthorized access by third parties which may result in loss or theft of Cryptocurrency or Fiat money from your Account, including linked accounts, such as your linked bank accounts and payment cards.

3. CUSTOMER VERIFICATION

- 3.1. Company may verify your details, at any time, by requesting certain documents from you. These documents may typically include a government issued identity card, proof of address, such as a utility bill, and proof of your payment method. We may request that copies of such documents are notarized at your own expense, with a stamp and attestation or certification by a public notary. Should the documents fail our internal security checks for any reason, such as upon suspicion of tampering, or due to suspicious or proven misrepresentation, we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents. In addition, we may request that you participate in a phone or video call to verify your identity.
- 3.2. Company may also perform further background checks on you and request any relevant documentation from you for any reason related to your use of the Services and/or as supporting evidence for any information you provide.
- 3.3. Customer acknowledges that in order to conduct Customer verification process and/or background checks, Company may perform inquiries, directly or indirectly through third party service providers in the attempt to prevent misidentification, fraud, suspicious activity, money laundering or any other forbidden activity, and may take actions with respect to the outcome of such inquiries, as we deem necessary. You hereby provide us with your authorization for such inquiries, including with respect to a query of your account information.

4. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING PROCEDURES

- 4.1. We comply with Know-Your-Client ("KYC"), Anti-money Laundering ("AML") and Counter Terrorist Financing ("CTF") procedures and these rules and the relevant consequences shall apply for Company's Services.
- 4.2. The Company is committed to providing you with safe, compliant, and reputable Services. Accordingly, Company insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting.
- 4.3. KYC, AML and CFT procedures include monitoring of and for suspicious Transactions and mandatory reporting to international regulators. By agreeing to our Terms & Conditions, you acknowledge and understand that Company maintains verification levels which require Customer participation and verification in order to obtain, with leveled permissions based on Customer's supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve a desired level of verification, and Company reserves the right to determine, at its sole discretion, the appropriate verification level for any Customer, as well as the right to downgrade Customers without prior notice.
- 4.4. Company may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your ability to withdraw funds in your Account and you indemnify Company against any losses associated with an inability to deposit and/or withdraw funds based on your verification level. Company reserves the right to refuse registration to, or to bar Transactions from or to, or terminate any relationship with, any Customer for any reason (or for no reason) at any time.

5. USE OF SERVICES AND PERFORMANCE OF THE TRANSACTIONS

- 5.1. We do not guarantee that your use of the Site will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable to you including without limitation for any losses incurred due to the volatility of prices of the Cryptocurrency if for any reason the Site is unavailable at any time or for any period.
- 5.2. **Purchase of Cryptocurrency.** The Services allow Customer to buy from the Company Cryptocurrency on the Site from time to time, using Cryptocurrency wallet.
- 5.3. **Sale of Cryptocurrency.** The Services allow Customer to sell Cryptocurrency to the Company on the Site from time to time, using Cryptocurrency wallet.
- 5.4. **Payment Methods.** The Transactions shall be performed using Fiat money. You may send and/or receive Fiat money to and from the Company through:
 - 4.1.1. Bank account wire transfers, or
 - 4.1.2. Mastercard and VISA credit card payment, or
 - 4.1.3. Authorized financial/payment institution.
- 5.5. Prices of Transactions and exchange rates, for which Cryptocurrency may be purchased or sold, as well as the Fees for Company's Services are indicated in the Site. Company may establish Prices of Transactions, exchange rates and Fees for Company services and/or change them from time to time on Company's free discretion, without notifying the Customer. All this information will be placed on Site and the Customer shall acquaint with it before commencement of Transaction.
- 5.6. The Customer shall cover and pay all the additional payments that may apply to the Transaction, including, but not limited, any Bank's/Payment institution's fees and commissions. The Company will perform the Transaction for the amount of net Fiat money received from the Customer on Cryptocurrency wallet.
- 5.7. Delivery of Cryptocurrency. The Company will use reasonable efforts to deliver the purchased Cryptocurrency to you at the earliest reasonable time in accordance with the terms and conditions hereunder. You acknowledge that delivery of the Cryptocurrency purchased by you may be completed separately from the payment process, and it may take time for the Cryptocurrency transfer to be processed. You also acknowledge that on some occasions, the Company may not be able to fulfill your purchase order or deliver the Cryptocurrency as further explained herein.
- 5.8. Cryptocurrency wallet address. You understand and accept that we shall deliver the purchased Cryptocurrency to your provided Cryptocurrency wallet address, which you verify with us upon our verification request for each Transaction. Such verification request may include, without limitation, verification through email or other electronic means. You further understand and accept that in the event you do not verify your Cryptocurrency wallet address within 30 days of our sending such verification request to you, we reserve the right to send you the relevant Cryptocurrency to the Cryptocurrency wallet address you provided to us upon initiating the applicable Transaction, irrespective of any verification from you. You further understand that once we send you Cryptocurrency to your Cryptocurrency wallet, we will be unable to retrieve that Cryptocurrency from your Cryptocurrency wallet.
- 5.9. In case the Crypto Currency amount to be sent to client in the Neuronex.io marketplace transaction differs from the market value for more than 2% between transaction start time and the time of transaction to be completed, the Neuronex.io marketplace reserves the right to contact the customer and inform him about the new amount of Cryptocurrency to be paid out.
- 5.10. It is your responsibility to determine, collect, report, and submit any taxes applicable to the payments you make or receive in connection with the use of the Site and the Service to the appropriate tax authority. The Company is not responsible for determining whether taxes apply to your Transaction, or for collecting, reporting or remitting any taxes arising from any Transaction.
- 5.11. You acknowledge that the Company will not be liable for any error of the instructions you provide.

6. TERMINATION OR SUSPENSION OF SERVICES

- 6.1. Customer and/or Company may suspend or terminate Customer's Account or Customer's use of this Site and Services at any time, for any reason or for no reason. To cancel your Services, please contact us (Section 18).
- 6.2. Except for the withdrawal of the accumulated funds, Customer will not be entitled to any remedy for discontinuing the Services, all subject to these Terms & Conditions and applicable laws and regulations.
- 6.3. Company reserves the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.

7. COMMUNICATIONS

- 7.1. When you visit the Site or send e-mails to us, you are communicating with us electronically. You also consent to receive communications from us electronically. Company will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Site and the Application and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id.

8. RISKS POLICY

- 8.1. The trading of Cryptocurrencies involves significant risks. Prices can fluctuate any day. Due to such price fluctuations, you may increase or lose value of your assets any moment. Any currency, virtual or not, may be subject to large or sudden shifts in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market. You should be aware that the risk of loss in trading or holding Cryptocurrencies can be substantial.
- 8.2. Cryptocurrency trading also has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrency is a unique kind of currency, backed by technology and trust. There is no central bank or government regulator that can take corrective measures to protect the value of the Cryptocurrency in a crisis, issue more currency, or balance the price fluctuations.
- 8.3. Instead, Cryptocurrency is an autonomous and largely unregulated worldwide system of currency firms and individuals. Traders and market participants put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity. Thus, the value of Cryptocurrency may be derived from the continued willingness of market participants to exchange Fiat currency for Cryptocurrency, which may result in the potential permanent and total loss of value of a particular Cryptocurrency should the market for that Cryptocurrency disappear.
- 8.4. Cryptocurrency trading may be susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse relative to demand and supply. For example, confidence in Cryptocurrency might collapse as a result of unexpected changes imposed by software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems, for example, if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent transactions from settling.
- 8.5. Transactions in the Cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- 8.6. Due to the nature of Cryptocurrency, any technological difficulties experienced by the Company could prevent the access or use of a Customer's Cryptocurrency.

- 8.7. All risks mentioned in this Section are not comprehensive, there may be additional risks that we have not foreseen or identified in the Terms & Conditions. You should carefully assess whether your financial standing and tolerance for risk are suitable for buying, selling or trading Cryptocurrency.
- 8.8. The Company uses banking providers in order to receive your funds and to make payments. Our banking providers do not transfer Cryptocurrency, exchange Cryptocurrency, or provide any services related to Cryptocurrency.
- 8.9. Markets for Cryptocurrency have varying degrees of liquidity. Some are quite liquid while others may be thinner or illiquid. The Company does not guarantee any profit from trading or any other activity associated with the site.
- 8.10. The list of risks mentioned in this Section is not comprehensive, there may be additional risks that we have not foreseen or identified in the Terms & Conditions. You should carefully assess whether your financial standing and tolerance for risk are suitable for buying, selling or holding Cryptocurrency.
- 8.11. DUE TO THE ABOVEMENTIONED RISKS YOU SHOULD CAREFULLY CONSIDER IF HOLDING, BUYING AND SELLING OF CRYPTOCURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR PERSONAL AND FINANCIAL CIRCUMSTANCES.

9. LIMITATION OF LIABILITY

- 9.1. Customers are responsible for their actions in connection with the use of the Site, Service and their Accounts. Customers are also responsible for protecting access information to the Site and Account including, but not limited to, user names, passwords, and bank account details. The Company is not responsible for the outcome, whether positive or negative, of any action performed by any of its Customers within or related to the Site or Services.
- 9.2. The Company shall be in no manner liable for any Transaction failure or loss caused due to any fault on part of the Customer including if the Customer provides any misleading or incorrect information or details. In the event the Customer deliberately provides false information and/or provides any misrepresentation and/or attempts to create false identity/ID and/or impersonate any other person and/or attempts to breach the Agreement, the Customer shall be liable to indemnify the Company and the Company may take all necessary legal actions against the Company, including any criminal action.
- 9.3. If you experience a problem in buying or selling Cryptocurrency from or to a third party or if you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, you may notify us via contact details (Section 18). After evaluation of your notice and relevant information, Company may consider what action to take, if any. Our decision in relation to such disputes shall be final and binding on you. Notwithstanding anything contained herein, we reserve the right to decide if a dispute exists in relation to any Transaction undertaken on the Site by you with a third party and our decision in relation to the same shall be final and binding to you.
- 9.4. **Force Majeure.** Company shall not be liable for delays, failure in performance or interruption of Services which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

10. WARRANTY

- 10.1. The warranty period for provided Services under this agreement is 48 hours from the moment of execution of the Transaction on this Site.
- 10.2. In the case of not sending the funds within 48 hours by Company to the Customer account specified in the Transaction (excluding weekends and public holidays), the Customer may request

the cancellation of the Transaction and refund in full. Funds should be returned to same means of payment in case of Transaction cancellation. In case of cancellation of the Transaction, return is made to the Customer within 24 hours.

11. LIMITED RIGHT OF USE

- 11.1. Unless otherwise specified, all materials on this Site are the property of the Company and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the materials from this Site on any single computer and use Company's Services solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices.
- 11.2. The trademarks, service marks and logos of the Company and others used in this Site ("Trademarks") are the property of the Company and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on this Site belong to the Company. The Trademarks and material shall not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such materials on any other Site networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

12. RESTRICTED LOCATIONS

- 12.1. Company may not make the Services available in all jurisdictions. We do not provide Services to residents or nationals of countries subject to financial sanctions imposed by Estonia and according to FATF recommendations.
- 12.2. We may restrict or prohibit the use of our Services from, and by residents or nationals of, the following jurisdictions (Restricted Locations):

- Afghanistan
- USA (license/legal opinion)
- Bahamas
- Bangladesh
- Botswana
- Bolivia
- Bosnia & Herzegovina
- South Sudan
- Ecuador
- Ethiopia
- Ghana
- Indonesia
- Iraq
- Iran

- Iceland
- Japan (license)
- Yemen
- Kyrgyzstan
- Congo
- North Korea
- Cuba
- Kuwait
- China (ICO)
- Lebanon
- Libya
- Morocco
- Myanmar
- Nepal
- Nigeria
- Pakistan
- Palestine
- Sirya
- Sudan
- Sri Lanka
- Trinidad and Tobago
- Tunisia
- Venezuela
- Uganda
- Zimbabwe
- Nicaragua
- Cambodia

13. AMENDMENTS, CHANGES, AGREEMENT FORM AND APPLICABLE LAW

13.1. Company may revise and unilaterally change these Terms & Conditions from time to time, updating the “Last Updated” date at the top of these Terms & Conditions. The relevant Terms &

Conditions will be placed on the Site. Please check Terms & Conditions from time to time to notice changes we made, as they are binding to you.

- 13.2. We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users of Site generally; or establish limits of use for the Services.

14. INDEMNITY

- 14.1. To the full extent permitted by applicable law, you hereby agree to indemnify the Company and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Site, Services, or from your violation of this Agreement.

15. ASSIGNMENT

- 15.1. You acknowledge and agree that the Company can freely assign this Agreement or any of its rights under the Agreement to any person without Client's consent. You shall, however, not be entitled to assign this Agreement, in whole or in part, to another person without the prior written approval of the Company.

16. FORM OF THE AGREEMENT, APPLICABLE LAW AND DISPUTES

- 16.1. The Parties agree that the digital form of this Agreement is legally equal to the agreement executed and signed in a written form.
- 16.2. These Terms & Conditions are governed by and construed in accordance with the laws of Estonia. The law of jurisdiction where Services provided or where the Site is located shall also apply to the Company's Services.
- 16.3. The Parties agree that any dispute arising and relating to these Terms & Conditions shall first be resolved by contacting the other party directly in the attempt to reach an amicable resolution. The Company shall contact you using the information you provided in your Account, and you shall contact the Company as set forth under Section 18 (CONTACT US).
- 16.4. The Parties agree that any and all controversies and claims that cannot be resolved amicably will be submitted to the exclusive jurisdiction of the competent courts located in Tallinn, Estonia and shall be governed by the laws of Estonia without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

17. EXTERNAL WEBSITES

- 17.1. Our Service may contain links to third-party websites (including payment gateways) or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that 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. We strongly advise you to read the terms of use and privacy policies of any third-party websites or services that you visit.

18. CONTACT US

- 18.1. If you have any question regarding these Terms & Conditions, use of the Site or Services, please contact our Support Team by filing a support request at support@neuronex.io.
- 18.2. For general inquiries, complaints and/or giving any feedback, please contact support@neuronex.io. We will strive to resolve your issue as soon as it is practically possible but not later than within 15 days.

18.3. In case you do not want to continue using our Services and want to deactivate your Account with us, please contact support@neuronex.io.