



Terms and Conditions

Last updated October 2018

This Terms of Use ("Terms") describes terms and conditions which you ("user", "you") shall follow to be able to use morphex.io ("Website", "morphex" "we", "us" and "our") and its related applications and services ("Services").

Enforcement & Amendments

These Terms of Use constitutes a binding agreement between morphex and the user as soon as the user visits the Website and uses Services. By doing so, the user confirms that he has read and accepted these Terms of Use in their entirety before using our Services.

The user accepts that Terms of Use may be updated by morphex from time to time. If the user does not read and accept the Terms of Use in its entirety he should not use or continue using the Website.

We reserve the right to alter, amend or modify these Terms from time to time, at our sole discretion. We will provide you with notice of such changes by providing notice on the homepage of the Website and/or by posting the amended Terms via our Website and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting on Website.

Provided Services

- morphex is a platform which provides you with a possibility to Exchange one type of crypto asset to another one.

For the purposes hereof "Exchange" shall mean an exchange of the crypto asset of one type to the crypto asset of another type at the terms and conditions set forth by exchanging parties, which is executed via the Third-party service in

respective block-chain network. When you exchange crypto assets you acknowledge and agree that the Exchange will be processed through the third-party exchange service with additional fees applicable to such Exchange. You acknowledge and agree that the exchange rates information made available via the Website are an estimation only and may differ from prevailing rates available via other sources outside of the Website.

"Crypto Assets" herein shall be deemed as type of assets which can only and exclusively be transmitted by means of block-chain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Ethereum, Ripple, etc, to the full and absolute exempt of the securities of any kind.

Our Website does not provide custodial services, which means, we do not store your crypto assets on deposits and balances. In limited cases, your Exchange may be delayed. YOU HEREBY UNDERSTAND AND ACKNOWLEDGE, THAT ANY DELAYS ARE POSSIBLE; YOU INDEMNIFY AND HOLD US HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXCHANGE DELAY, WHETHER ORIGINATED FROM OUR FAULT OR NOT.

Eligibility

Prior to your use of the Services and on an ongoing basis you represent, warrant, covenant and agree that:

- you use our Services at your sole option, discretion and risk;
- you are solely responsible for any applicable taxes which may be payable while using our Services;
- you are at least 16 years old or of other legal age, according to your relevant jurisdiction;
- you agree to pay the fees for Exchanges completed via Website as defined by our Website, which We may change from time to time;
- there are risks, associated with Internet-based system, such as the failure of

hardware, software, and Internet connections and with the Blockchain Protocol, such as any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol;

- you can exchange only those crypto assets which belongs to you;
- you shall provide correct information for constructing Exchange (e.g. payin and payout wallet address). Such wallet addresses shall not be associated with terrorism, fraudulent, scam or any type of illegal activity.

You further represent, agree and warrant, that you will not violate any law, contract, third-party right or commit a tort by accessing or using the Services, and that you are solely responsible for your actions and/or inactions while using our Services. Without prejudice to the foregoing, you represent, agree and warrant, that YOU WILL NOT:

- use our Services or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;
- use our Services to participate in fraudulent, scam or any type of illegal activity;
- provide false, inaccurate, or misleading information;
- attempt to modify, decompile, reverse-engineer or disassemble our software in any way;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- develop any third-party applications that interact with our Services without our prior written consent; AND
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

YOU INDEMNIFY AND HOLD US HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA OR LOSS OF ASSETS, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE PROVISIONS OF THIS SECTION AND THE ENTIRE TERMS.

Third-Party Content and Services

For the purposes hereof "Third-Party Content" shall mean the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Website. At the same time "Third-party service" refers to any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.

No control over third-party services. You may be charged fees by the third-party service provider. Changelly is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

While using our Website, you may view Third-Party Content. We do not control, endorse or adopt (unless otherwise expressly stated by Us) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

Intellectual Property

All our intellectual property assets ("IP") including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are protected by local and international intellectual property laws and treaties.

We hereby grant you a limited, nonexclusive and non-sublicensable license to access

and use our IP for your personal use only.

In any case you may not alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos.

The license granted under this Section will automatically terminate if We suspend or terminate your access to the Services.

In case you upload or share any feedback, suggestion, idea or other information or material ("Content") with us you automatically grant us a worldwide license to use your content. It becomes part of the public domain as long as it remains on our Website. It can be used for marketing or any other purposes at our sole discretion.

Communications

You agree and consent to receive electronically all Communications, that morphex may be willing to communicate to you in connection with your use of our Services. For the purposes hereof "Communications" shall mean all and any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to User by morphex. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, morphex may suspend or terminate your use of the Website.

Limitation of Liabilities

Except as expressly provided to the contrary in a writing by Us, our services are provided on an "As is" and "As available" basis. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

Except as otherwise required by law, IN NO EVENT SHALL MORPHEX, OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT,

INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM CHANGELLY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MORPHEX'S RECORDS, PROGRAMS OR SERVICES.

Exchanges via our Website cannot be canceled by morphex. Therefore, check the details of your exchange details before making such exchange. morphex is not responsible for your crypto assets once they have been sent outside of the Website. Moreover, morphex doesn't guarantee the uptime of the exchange.

We strive to protect our users from fraudulent and scam activities in the sphere of crypto assets. It is possible, that some crypto assets are purposed for unlawful seizure of the property, or are construed as a fraud, scam or any other activity, recognized by the laws as illegal and/or non-compliant with legal requirements. We reserve the right to prohibit and discontinue any Exchanges on our Website with such crypto asset at our sole discretion, without any prior notice to you and without publication of the reason for such decision, whenever this comes to our knowledge. YOU INDEMNIFY AND HOLD MORPHEX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH PROHIBITION AND DISCONTINUATION OF EXCHANGES IN OUR WEBSITE WITH ANY CRYPTO ASSET.

Termination of the Terms

We reserve the right to terminate these Terms in the following cases:

- If for any reason We decide to discontinue to provide the Service, by providing at least a 3 (three) calendar days' notice (which shall be provided on the website);
- If We believe that you have breached any of the terms of these Terms, immediately without notice;
- If We decide to terminate our Services, immediately without notice.

Miscellaneous

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.

In the event of any conflict between these Terms and any other agreement you may have with morphex, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from morphex, including by operation of law or in connection with any change of control. morphex may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.