**CCXX EXCHANGE CUSTOMER TERMS OF USE**

* **GENERAL INFORMATION**
* CCX Exchange is a trade name of CCX Exchange (Estonia) Limited, a company incorporated in Estonia with incorporation number with its registered address situate at Limited Roosikrantsi tn 2, Kesklinna linnaosa, Tallinn, Harju maakond, 10119(“**CCX Exchange**”, “**we**”, “**our**,” or “**us**”). We provide a service to convert crypto-currency through our proprietary website (the “**Exchange**”). Your use of the Exchange is governed by these terms and conditions (the “**Terms**”).
* “**CCX Coins**" means CCX Exchange’s native virtual currency which is sold by CCX Exchange on the Exchange***.***
* The “**Merchant** **Offering**” shall mean the goods and/or services offered and/or supplied by the Participating Merchant (as defined below) to the Purchaser (as defined below) via the Participating Merchant’s Website (as defined below).
* The “**Participating Merchant”** means an individual and/or legal entity that in the course of its business activity sells goods and/or services to the Purchaser via its website (the “**Participating** **Merchant’s** **Website**”) in return for payment, by the Purchaser in CCX Coins. **CCX EXCHANGE DOES NOT OFFER, SELL, SUPPLY AND/OR PROVIDE ANY ASPECT OF THE MERCHANT OFFERING TO THE PURCHASER AND HAS NO OBLIGATION TO THE PURCHASER IN CONNECTION WITH THE MERCHANT OFFERING.**
* The **“Purchaser”, “you”, “your”** means an individual and/or legal entity that acquires Merchant Offerings and has acknowledged and accepted these Terms that apply to the Purchaser’s use of the Exchange in order to convert fiat currency into CCX Coins**.**
* A Purchaser can exchange [EUROS –] for CCX Coins on our Exchange based on [].
* We reserve the right to change or modify these Terms at any time and at our sole discretion and without any obligation to notify you of such changes or modifications.  The amended Terms will be effective immediately and apply to all use by you of the Exchange thereafter. We encourage you to review these Terms each time you make a purchase to ensure that you understand the terms and conditions that apply to your use of the Exchange. The latest version of these Terms shall be available on the Exchange’s website at [].

* **PURCHASER REPRESENTATIONS**
* By using the Exchange, you represent, warrant and irrevocably undertake that:
* If you are an individual, you are at least 18 years of age and have sufficient legal capacity to accept these Terms and enter into a binding agreement with us;
* You have not previously been suspended or removed from using the Exchange through a Participating Merchant’s Website;
* You have full power and authority to enter into these Terms and in doing so you will not violate or contravene any other agreement to which you are a party;
* If you are using the Exchange for and on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its incorporation and that you are duly authorized by such legal entity to act on its behalf.
* In order to use the Exchange, you will be required to register with us in order to open an account (the “**Purchaser** **Account**”) on the Exchange and complete the Exchange’s registration process by submitting [] of the following KYC (Know Your Customer) documents to the Participating Merchant: (i) valid Passport; (ii) Utility Bill stating name and address, not older than 3 months; (iii) Credit Card, showing only the Purchaser’s name and the last 4 digits of the Credit Card number on the front side of the card and concealing the CVV number on the back side.
* When you create a Purchaser Account, you agree: (i) to provide accurate, truthful, up to date and complete information about yourself as prompted by the registration process; (ii) to use your Purchaser Account and the Exchange for your personal and non-commercial use only; (iii) not to use or access a Purchaser Account other than your own or assist third parties in obtaining unauthorized access; not to share access with third parties and not conduct transactions for and on behalf of third parties; (iv) promptly notify us if you discover or otherwise suspect any security breaches or misuse related to your account; and (v) not to use the Exchange to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing or malicious hacking.
* You promise not to provide any false data including false names, addresses and/or contact or payment details. We reserve the right to deny your access to the Exchange in the event that you fail to satisfy our KYC requirements or any other aspect of our registration process.
* If, at our sole discretion, we take the view that you are in breach of any of the representations, warranties or undertakings set out in this clause 2, we reserve the right to immediately suspend your Purchaser Account as well as all pending purchase/sale offers. Termination is not the exclusive remedy for such a violation and we reserve the right to take further action against you.
* **PURCHASING WITH CCX COINS**
* A Participating Merchant may have its own terms and conditions applicable to the offer and/or sale of the Merchant Offering. No provision of any such Participating Merchant terms and conditions shall amend or replace any provision of these Terms.
* Unless expressly stated otherwise, purchasing with CCX Coins does not entitle you to receive the Merchant Offering at a specific time and you are strongly recommended to contact the Participating Merchant in order to give you the best chance of securing your preferred time for the supply and/or provision of the Merchant Offering. We cannot influence the supply and/or provision of the Merchant Offering.
* In the event that a Participating Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, you understand that it is the Participating Merchant’s sole responsibility and we shall not be held liable for any losses incurred by you in connection therewith.
* If you give permission to a third party to transfer funds using your Purchaser Account on your behalf, that third party will be deemed to have agreed to these Terms. Any attempt to make a purchase order contrary to these Terms may be declined at our sole discretion.
* We may impose limits on the amount of CCX Coins that you can purchase via the Exchange in a single day and/or change the limitations as we deem necessary or appropriate from time to time. You acknowledge that your use of the Exchange and/or purchase of CCX Coins is solely your responsibility and we will not be liable under any circumstances for any lost or stolen CCX Coins.
* We shall assume no liability in the event that the agreement governing the terms and conditions between us and the Participating Merchant is terminated for any reason which affects in any way your use and/or access, whether existing or anticipated, to the Exchange.
* **SETTLEMENTS, CANCELLATIONS AND REFUNDS**
* All CCX Coins transactions will be communicated in Euros (EUR). Depending on your country of residence, if you live outside Estonia you should check the laws of your country regarding the use of CCX Coins or crypto-currency generally; by making the Exchange available to you, we do not represent that the use of the Exchange is legal in any form or manner in your jurisdiction. We assume no liability on your usage of CCX Coins or crypto-currency in countries that do not allow the use of CCX Coins or crypto-currency generally.
* You acknowledge that financial institutions may have specified cut off times for the receipt and dispatch of electronic payments and we shall assume no responsibility and/or liability for any consequence attributable to the late arrival of funds or instruction of payment after the relevant cut off times.
* For the avoidance of doubt, we do not offer any refund service. All payments processed for the Participating Merchant and/or the Purchaser will be final and irreversible subject to our Refund Policy. Any refunds that the Purchaser wishes to process must be handled directly by the Participating Merchant without our involvement**.**
* You acknowledge that we are not responsible for the supply or provision of the Merchant Offering and that in the event of a cancellation request we will be unable to refund you any funds in fiat currency and/or CCX Coins or any other form of crypto-currency. All crypto-currency purchases are final and there are no refunds or cancellations, except as otherwise provided in these Terms or as required by law. We do not have the ability to facilitate any cancellation or modification requests therefore all purchases done with CCX Coins are irreversible.
* We reserve the right to refuse to make a conversion to CCX Coins at any time, in our sole discretion, before completing such conversion. Once the CCX Coins are converted, this shall constitute full and final completion of our services to you.
* You acknowledge that the Participating Merchant is the seller of the Merchant Offering to you, and he/she is the party who is entering into a contract with you for the sake of executing a purchase transaction for the Merchant Offering. Therefore, you acknowledge that it is the Participating Merchant that is solely responsible to you for providing the Merchant Offering.
* If the Participating Merchant has not properly provided you with the Merchant Offering, or if you have a complaint regarding the provision of the Merchant Offering, you must raise the matter with, and/or take action against, the Participating Merchant directly.
* **ACCEPTABLE USE**
* Unless otherwise specified, all material on the Exchange [] are the property of CCX Exchange and you may view, print and/or download a copy of the materials from the Exchange [] solely for your personal information, non-commercial use, provided you keep in tact all copyright and other proprietary notices.
* The trademarks, service marks and logos of CCX Exchange and others used on the Exchange (“**Trademarks**”) are the property of CCX Exchange and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on the Exchange (“**Materials**”) belong to CCX Exchange. The Trademarks and Materials should 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 website or 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.
* By accessing and using the Exchange, you agree that you will not violate any laws, contract that you may have entered into and which you are bound, intellectual property or commit a tort, and that you are solely responsible for your conduct.
* You further agree that you will abide by these Terms and will not:
* Use the Exchange in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Exchange, or that could damage, disable, overburden or impair the functioning of the Exchange and/or the CCX Coins currency in any manner.
* Use the Exchange to pay for, support, or otherwise engage in any illegal activities, including, but not limited to illegal gambling; illegally acquired music, movies or other content; sexually-oriented materials or services; fraud; money-laundering; terrorist financing; or the purchase or sale of illegal or controlled substances.
* Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Exchange or to extract data.
* Use any hardware or software to bypass, disable, or interfere with the Exchange, or the KYC documents verification process.
* Use or attempt to use another user’s account without authorization.
* Attempt to circumvent any content filtering techniques we employ or attempt to access any service or area of the Exchange that you are not authorized to access.
* Develop or deploy any third-party applications, software, or hardware that interacts with the Exchange without our prior written consent.
* Provide false, inaccurate, or misleading information to us; and
* Encourage or induce any third party to engage in any of the activities prohibited under these Terms.
* **ASSUMPTION OF RISK**
* The trading of goods and products, real or virtual, as well as crypto-currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase of lose value in currency, whether fiat or cryptographic in nature, may be subject to large swings 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 carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading CCX Coins or any other form of crypto-currency.
* You acknowledge that CCX Coins is not backed or value guaranteed by any financial institution; when making payment with CCX Coins you assume all risk that the CCX Coins may become worthless in value. You should research and consider the risks before accepting and/or using any CCX Coins. We make absolutely no guarantee about the future value of the CCX Coins.
* You acknowledge that CCX Coins are a decentralized software and whilst we undertake reasonable efforts to ensure best practice in IT terms, the CCX Coins could be exposed to third-party hacking operations; we are not responsible and will not be held liable in the event that the Exchange is hacked by any third party and/or in the event the Exchange computers and/or servers are hacked by any third party, and as a result: (i) any of your money is stolen or lost, be it funds in fiat currency or CCX Coins, and/or (ii) any of your data, including but not limited to, email, phone number, password, credit card and any other sort of information is compromised. Please refer to CCX Exchange’s Privacy Policy [] regarding your data and/or information.
* You acknowledge and agree that whilst we will put reasonable measures in place and use reasonable efforts to ensure that this does not occur, there are risks associated with utilizing the Exchange including, but not limited to, the risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your personal information and other information stored with us.
* You acknowledge and agree that whilst we will put reasonable measures in place and use reasonable efforts to ensure that this does not occur, we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Exchange, no matter how caused.  We take no responsibility for and will not be liable for any losses, damages or claims arising from the use of the Exchange, including, but not limited to, any losses, damages or claims arising from (i) server failure or data loss or (ii) "phishing," viruses, third-party attacks, or any other unauthorized third-party activities.
* It is your responsibility to determine what, if any, transactions you complete using the Exchange, and any profit or loss you obtain therefrom.  You are responsible for any sales, use, value-added or similar transfer taxes that are imposed in connection with CCX Coins transactions.  We reserve the right to collect or recover such taxes from you at any time where required or permitted by applicable law.
* **LIMITATION OF LIABILITY**
* Except as expressly provided to the contrary in a writing by us, the Exchange and/or CCX Coins 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 the Exchange, including the information, content and materials contained therein.
* We are not liable for any breach of an obligation under these Terms where we are hindered or prevented from carrying out our obligations by any cause outside of our reasonable control.

In no event shall we, our directors, shareholders, officers, members, employees, affiliates or agents be liable to you for any special, direct, indirect or consequential 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 the Exchange and/or CCX Coins, including without limitation any damages 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 acts of god, communications failure, theft, destruction or unauthorized access to the Exchange, records, programs or services.

* CCX Exchange does not assume any liability for negligent or wilful misconduct of CCX Exchange’s directors, shareholders, officers, members, employees, affiliates or agents (or corresponding hierarchical level) and potential clients should not rely upon the Exchange or information provided by the same in deciding whether  
  or not to use the Exchange. The Purchaser hereby holds harmless and indemnifies and keeps indemnified CCX Exchange and its officers and employees from and against all liabilities, costs and damages of any kind (including, for the avoidance of doubt, all legal expenses incidental thereto) which may be incurred by any of them and all actions or proceedings which may be brought by or against them.
* In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of and/or inability to use the Exchange and/or CCX Coins at any time exceed the amount of 250 USD (two hundred and fifty United States Dollars) during the 6 months immediately preceding the date of any claim giving rise to such liability.

* **INDEMNITY**

You agree to defend, indemnify, and hold us harmless, and each of our officers, directors, shareholders, members, employees, agents and affiliates, from any claim, demand, action, damage, loss, cost, or expense, including without limitation reasonable professional fees, arising out or relating to (i) your use of, or conduct in connection with the Exchange and/or CCX Coins; (b) your violation of these Terms; or (c) your violation of any rights of any other person or entity and we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.  

* **TERMINATION**

Notwithstanding anything to the contrary herein, we reserve the right, without notice and in our sole discretion, to terminate your permission to use the Exchange and to block you from any future use of, or access to, the Exchange.

* **MISCELLANEOUS**
* If any provision of the Terms is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Terms, but without invalidating any of the remaining provisions of the Terms. The invalidity, illegality or unenforceability of any provision of the Terms shall not affect or impair the continuation in force of the remainder of the Terms.
* The invalidity or unenforceability of any part of these Terms shall not affect the validity or enforceability of any other part of these Terms, all of which shall remain in full force and effect.
* Sections 4, 5, 6, 7, 8, 9 and 10 shall survive any termination or expiration of these Terms.
* If you are in breach of these Terms and we do not take action against you, this does not mean to imply in any way that we have waived our rights and remedies with regard to your aforesaid breach. We may still take action or exercise our rights and remedies for that action, or any other situation, where you breach your obligations under these Terms.
* Unless otherwise stated within these Terms, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending us a notice for the purpose of legal process) or by pre-paid post. Any notice that we send to you will be to the address you supplied to the Participating Merchant. You may also send us any notice at the office address at Royal Ocean Plaza, 42 Ocean Village Avenue, Ocean Village, Estonia GX11 1AA.
* Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either you or CCX Exchange seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and CCX Exchange (i) save as expressly provided herein, waive your respective rights to have any and all Disputes arising from or related to these Terms resolved in any court, and (ii) waive your respective rights to a jury trial. Instead, you and CCX Exchange will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court) as provided in these Terms.
* Any Dispute arising out of or related to these Terms is personal to you and CCX Exchange and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
* The enforceability of clauses 10.5 to 10.10 (inclusive) will be both substantively and procedurally governed by and construed and enforced in accordance with the Estonia Arbitration Act 1895, to the maximum extent permitted by applicable law.
* Each of us will notify the other in writing of any Dispute within thirty (30) days of the date it arises, so that the other party may attempt in good faith to resolve the Dispute informally. If you and CCX Exchange cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or CCX Exchange may, as appropriate and in accordance with clauses 10.5 to 10.10 (inclusive) commence an arbitration proceeding or, to the extent specifically provided for in clauses 10.5 to 10.10 (inclusive) file a claim in court.
* Any arbitration will occur in Estonia and will be in the English language. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the Estonia Arbitration Act, which is hereby incorporated by reference. The courts of competent jurisdiction located in Estonia will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision or award.
* Subject to the Estonia Arbitration Act and these Terms, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is expressly prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
* **Governing law and jurisdiction**

These Terms will be governed by and construed and enforced in accordance with the laws of Estonia, without regard to conflict of law rules that would cause the application of the laws rules or principles of any other jurisdiction. Any Dispute between the parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Estonia.

*Last updated: 6th December, 2017*