

Terms and Conditions

version 1.0.2

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE 1) WHO WE ARE AND HOW TO CONTACT US

Welcome to the PlutusDEX, the website of Block Code Ltd, a company incorporated in England with its registered address at 2nd Floor Heathmans House, 19 Heathmans Road, SW6 5TJ London, and company number 09674279 ("Block Code", the "Company", "we", "We", "our" or "us", as applicable). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, these "terms"), are a binding agreement between you and the Company and govern your access to and use of <https://dex.plutus.it>, including any content, functionality and services offered on or through <https://dex.plutus.it>

(the "Website", whether as a guest or a registered user or via any affiliated website). To contact us, please email support@plutus.it.

2) BY USING OUR WEBSITE YOU ACCEPT THESE TERMS

By using our Website, you confirm that you accept these terms of use ("Terms") and that you agree to comply with them.

If you do not agree to these Terms, you must not use our Website.

We recommend that you print a copy of these Terms for future reference.

3) LIST OF THE DEFINITIONS WE USE IN THIS AGREEMENT NOT ALREADY MENTIONED

"Account" means the electronic account setup by us for each User which is created during Registration, and which is linked to your bank account; and our Escrow Account;

"Credit" means the monetary value of electronic money available in a User's Account which is a direct reflection and equals the monetary value of any Funds deposited by the User (and in turn deposited by us in the Escrow Account), and allowing for the purchase of Cryptocurrency by the User from Sellers; and the Withdrawal of the balance of Credit available upon request by you in accordance with these Terms;

"Cryptocurrency" means the cryptocurrency (as the term is understood in the industry) available to be purchased from users of Plutus Tap & Pay, which at the time of the writing of these terms includes Bitcoin; Plutons and Ether;

"Escrow Account" means the bank account in which we deposits funds that have been funded by Users into their Account, for which such Users receive the corresponding Credit.

“E-Wallet Service” means the peertopeer automatic Cryptocurrency order matching service (including without limitation all associated functionalities related to that service that are on the Website), that enables any User to purchase Cryptocurrency from users of Plutus Tap & Pay via the Website, it being understood that any funds deposited by a User will in turn be deposited by us in its Escrow Account; and that any Cryptocurrency purchased by the User will be sent to an electronic wallet address of choice of the User, and will at no point be held by us directly, all as further described on the following page of the Website: <https://dex.plutus.it>;

“Funds” means cash denominated in Pounds sterling, or its equivalent in the currency of the jurisdiction you are located in;

“Login Details” means the email address entered by a you when your Account is created during Registration together with the corresponding password which allows you to access the EWallet Service.

“Plutus Tap & Pay” means the ‘Plutus Tap & Pay mobile app’, which is another product developed by Block Code, that enables users of Plutus Tap & Pay to purchase Funds (or its equivalent in other currencies) from Users in exchange for their Cryptocurrency; and also enables the purchasing of products from merchants using Funds purchased;

In each case the “Order”, is an order by you to purchase Cryptocurrency using the EWallet Service, in accordance with the Terms and the steps of the process reflected on the Website;

“Payment Confirmation” means the email confirming a payment that is sent to a Seller for a purchase by you of Cryptocurrency, which is credited from the Credit available on the Account, and sent automatically by the EWallet Service directly to the account of the Seller on the Mobile Mapp; and which includes other details of the Order;

“Purchase Confirmation” means the email confirming a purchase of Cryptocurrency by you that is sent automatically to you by the EWallet System following a successful purchase, and includes information relating to the purchase, including without limitation: the identity of the Seller; and details of the transaction;

“Registration” means the process of becoming a User of the Website by providing the details requested in the process and which results in the setting up of an Account, and which is accessible via the registration page at the following url: <https://dex.plutus.it>;

“Seller” means in each case, a user of Plutus Tap & Pay that enters into a transaction with you to sell the you Cryptocurrency in exchange for your Funds;

“User” means in each case, a user of the Website, and includes without limitation you, and “Users” means more than 1 (one) User.

“Withdrawal” means withdrawing Funds from the Credit contained in your Account, by making a wire transfer to the bank account that is linked to your Account, the details which you agree to provide in the Registration procedure.

3) THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of our Website:

Our Privacy Policy <https://plutus.it/privacy>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy <https://plutus.it/privacy>, which sets out information about the cookies on our Website. 4) WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the Terms that apply at that time. These terms were most recently updated on the 24th December 2016.

5) WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time to reflect changes to our products, our Users' needs and, our business priorities and regulatory requirements. We will try to give you reasonable notice of any major changes.

6) WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Our Website is made available free of charge.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If we close your account and you have Credit available, we shall transfer the balance of your available Credit into your bank account linked to the Account within a reasonable time.

7) YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at support@plutus.it.

8) HOW YOU MAY USE MATERIAL ON OUR WEBSITE

We are the owner and/or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9) DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. In every event where you require independent

advice with respect to whether you should purchase Cryptocurrency and or use the E-Wallet Service, you must obtain professional or specialist advice from a 3rd party.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

10) WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

11) OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website,

any content and/or any service on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, our Website; or

use of or reliance on any services or content displayed on our Website (including without limitation the E Wallet Service).

In particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user:

Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12) WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial of service attack or a distributed denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

13) RULES ABOUT LINKING TO OUR WEBSITE

You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

14) BETA PLATFORM.

During Plutus BETA programme, only test currencies are used for orders, account deposits and withdrawals. All users must agree to both terms and conditions and the NDA separately.

15) WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

These Terms, their subject matter and their formation (and any non contractual disputes or claims) are governed by English law. It is agreed that the courts of England and Wales have exclusive jurisdiction.

16) OUR TRADE MARKS ARE REGISTERED

[Plutus.it, Plutus Tap and Pay and PlutusDEX are [UK registered] trade marks of Block Code. You are not permitted to use them without our prior written approval.

17) ACCOUNT OPENING PROCEDURE

Standard opening procedure. If you wish to subscribe to the E-Wallet Service you must fill out a registration form and follow the onboarding process through which you will be directed on the registration page <https://dex.plutus.it>, and may require you to provide information to Block Code (including without limitation any subcontractor of Block Code) based on our anti money laundering procedures and know your customer procedures. During the onboarding process we may obtain and record a range of your personal information including without limitation your phone number, computer information and IP addresses, card information (including without limitation credit cards and ID cards), as well as biometrical information, in order to create an Account. Completion of the registration form shall be deemed explicit acceptance by you of these Terms. You may activate your Account by clicking on the link contained in the registration confirmation email sent by Block Code ("Registration Confirmation"). The Registration Confirmation contains your Login Details made up of the email address entered by you during Registration and a temporary password generated by the Website. To finalise the opening procedure, you must login to your Account using the activation link provided in the Registration Confirmation and update the temporary password.

Registration data. You undertake to update any Registration data provided in the event of a material change without delay, to ensure all information provided remains accurate, up to date and complete throughout the period of use of the E-Wallet Service.

Your email address. The email address you provided as part of the Registration process which forms part of the Login Details can only be changed by Block Code's customer support.

18) USER IDENTIFICATION PROCEDURE

It is a requirement for you to satisfy the identification to: avoid your Account to be closed. In effort to comply with the law, Block Code may take proactive measures to avoid money laundering or the financing of terrorism. We may also request you satisfy the below referenced identification procedure (and additional or different procedures where felt necessary), whether you are a natural person or a non natural person, including without limitation through a 3rd party subcontractor of Block Code, as applicable:

Proof of identity. Block Code will need to verify your identity. In support of identity verification, as an example, we may ask for the following documentation, as applicable (without limitation): for natural persons, copy of a valid identity document, such as a passport; or proof of registration from the company registry of the applicable jurisdiction (e.g. for companies);

Proof of address. Block Code will need to verify where you reside. In support of that evaluation, and as an example, for natural persons we may request a copy of a utility bill (water, gas, electricity) or a copy of the 1st page of a bank statement showing your residence address, said documents being no older than three (3) months; and for non natural persons we may again request an extract of the applicable organisation register of the applicable jurisdiction.

Proof of beneficial owners. With respect to any User that is a company or other form of organisation with a separate legal personality or similar, we may request documentation that verifies the beneficial owners of such organisation.

Additional or other information. Block Code reserves the right to request any further documents or additional information to allow it to carry out the necessary checks in satisfaction of Block Code's legal obligations including without limitation with respect to the prevention of money laundering and terrorist financing.

Freezing of your account. In the unlikely event that you are reasonably suspected of money laundering or terrorist financing with respect to your use of the Website, Block Code reserves the right to freeze your account and withhold any Funds you deposited in the Account, until the matter is properly investigated in compliance with our legal obligations.

19) ARCHIVING OF IDENTIFICATION DOCUMENTS

We may electronically archive documents collected in support of the verification of your identity for a period of five (5) years after your use of the E-Wallet Service has ended.

20) CLOSURE OF USER ACCOUNT

When you want to close your Account, you must make a written request addressed to Block Code's customer support. In the event that there is a positive Credit available in your Account you have the right to withdraw the available Credit subject to transactions in progress. If the Credit of the Account is less than ten (10) pounds sterling, or its equivalent in the jurisdiction you are located in, there is no right to carry out a Withdrawal.

21) DEPOSITING FUNDS

Funds deposited by you are automatically exchanged for Credit which gives you the right to a monetary claim against Block Code of an amount equivalent to the Credit. The value of Credit will be saved in the computer database of Block Code who manage the Account. This rebate does not constitute a bank deposit and does not carry interest. The Credit can only be returned to you subject to these Terms.

You can add funds to its Account via debit card or wire transfer; and you can change the payment card(s) registered for their Account at any time.

22) IRREVOCABILITY OF A CRYPTOCURRENCY PURCHASE

Once an order for Cryptocurrency has been made by you it is irrevocable and the User cannot therefore request it to be cancelled.

23) CONFIRMATION OF THE EXECUTION OF A CRYPTOCURRENCY PURCHASE

Information for the User. When a purchase of Cryptocurrency is made by you from a Seller, the E-Wallet Service will automatically send you a Purchase Confirmation. The Purchase Confirmation will include all the information related to the Order which has been communicated to the E-Wallet Service by the applicable Seller (for the avoidance of doubt, also a user of Plutus Tap & Pay) via Plutus Tap & Pay, including without limitation: the identity of the Seller, the description of the Order, its amount, and the date and time of the Order. The information contained in the Purchase Confirmation will also be viewable on the Website when you log into your Account.

Information for the Seller. When a payment is carried out, the E-Wallet Service automatically sends a Payment Confirmation to the Seller.

24) NONINTERVENTION BY BLOCK CODE IN THE RELATIONSHIPS BETWEEN USERS

Block Code is only the supplier of the Cryptocurrency purchase solution by providing the computerised tools to enable Cryptocurrency purchase transactions, and is also therefore an external third party in the commercial relationship which exists between you and a Seller. Block Code does not guarantee the identity of a Seller, furthermore it does not guarantee that an Order will be carried out. If a dispute arises concerning the payment or execution of an Order, you must contact the Seller directly in order to try to resolve the dispute, as Block Code is unable to intervene in any way. Block Code does not have the ability to cancel or reverse an Order after it has been made.

25) USER DISPUTES OR REQUESTS

Without prejudice to section 24 of these Terms (and for the avoidance of doubt, the remaining provisions of these Terms), all disputes or queries relating to the following must be notified to Block Code by you within fifteen (15) calendar days starting from the day on which you become aware of the issue or should have become aware of the issue: an error in or issue with one of the features of the E-Wallet Service provided by Block Code or the Website; an error in or issue with in the execution of an Order.

26) WITHDRAWAL

To make a Withdrawal of funds from your Account, you must send a request using the platform (<https://dex.plutus.it>). All or part of the available Credit shall be paid by Block Code on first request. You shall not have any right to Withdrawal if your Credit is not sufficient to cover the costs of the Withdrawal and/or your Credit is less than ten (10) pounds sterling (or its equivalent in the currency of the jurisdiction you are located in). The identification procedures of these Terms apply, for the avoidance of doubt. Any Withdrawal requested by you can only be carried out by a transfer to the bank account linked to your Account.

Additional expenses - responsibility; Block Code shall not be held liable if the banking details entered during Registration by you for Withdrawal requests are incorrect or not updated. It is your responsibility to check and update the banking details associated with your Account.

27) FEES FOR USING THE E-WALLET SERVICE

Block Code shall receive remuneration of an amount and under the terms given on the Website accessible on the following link: [<https://dex.plutus.it/>].

28) LIMITATION ON TIME TO FILE CLAIMS

Without prejudice to the foregoing, any cause of action or claim you may have arising out of or relating to these terms of use or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

29) WAIVER AND SEVERABILITY

No waiver by Block Code of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Block Code to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

30) ENTIRE AGREEMENT

The Terms our Privacy Policy and our Cookie Policy constitute the sole and entire agreement between you and Block Code with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

YOUR COMMENTS AND CONCERNS

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: support@plutus.it

Thank you for visiting the Website.

Private & Confidential

Non-Disclosure Agreement (“NDA”)

version 1.0.2

This is an agreement, between Block Code Limited, T/A **Plutus.it**, a company incorporated in England with its registered address at 2nd Floor Heathmans House, 19 Heathmans Road, SW6 5TJ London, Company Number **09674279** (“**Block Code**”, the “**Company**”, “**we**”, “**We**” “**our**” or “**us**”, as applicable) and **you** as the **beta user** (“**Tester**”), in which Tester agrees to test an application and **Software as a Service program** known as **Plutus DEX** (the “**SaaS**”) powered by DEX Software (the “**Software**”) and keep Company aware of the test results.

1. Company's Obligations

Company shall provide Tester with access to the SaaS and any necessary documentation and instruct Tester on how to use it and what test data is desired by Company. Upon satisfactory completion of the testing, the Tester shall retain access to the SaaS.

2. Tester's Obligations

Tester shall test SaaS under normally expected operating conditions in Tester's environment during the test period. Tester shall gather and report test data as agreed upon with Company. Tester shall allow Company access to SaaS during normal working hours for inspection, modifications and maintenance.

3. Software and SaaS as a Trade Secret

Software and SaaS are proprietary to, and a valuable trade secret of, Company. It is entrusted to Tester only for the purpose set forth in this Agreement. Tester shall maintain Software and SaaS in the strictest confidence. Tester will not, without Company's prior written consent:

- (a) disclose any information about Software, its design and performance specifications, its code, and the existence of the beta test and its results to anyone other than Tester's employees who are performing the testing and who shall be subject to nondisclosure restrictions at least as protective as those set forth in this Agreement;
- (b) copy any portion of Software or documentation, except to the extent necessary to perform beta testing; or
- (c) reverse engineer, decompile or disassemble Software or any portion of it.

4. Security Precautions

Tester shall take reasonable security precautions to prevent Software and SaaS from being seen by unauthorized individuals whether stored on Tester's hard drive or on physical copies such as CD-ROMS, diskettes or other media. Tester shall lock all copies of Software and associated documentation in a desk or file cabinet when not in use. Tester shall not allow third parties access to the SaaS.

5. Term of Agreement

The test period shall last from [31st July 2017] until an end date is officially announced. This Agreement shall terminate at the end of the test period or when Company asks Tester to return Software, whichever occurs first. The restrictions and obligations contained in Clauses 4, 7, 8, 9 and 10 shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind Tester, its successors, heirs and assigns.

6. Return of Software and Materials

Upon the conclusion of the testing period or at Company's request, Tester shall within 10 days return the original and all copies of Software and all related materials to Company and delete all portions of Software from computer memory.

7. Disclaimer of Warranty

Software/SaaS is a test product and its accuracy and reliability are not guaranteed. Tester shall not rely exclusively on Software or SaaS for any reason. Tester waives any and all claims Tester may have against Company arising out of the performance or nonperformance of Software.

SOFTWARE IS PROVIDED AS IS, AND COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

Company shall not be responsible for any loss or damage to Tester or any third parties caused by Software. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF SOFTWARE OR ANY PERFORMANCE OF THIS AGREEMENT.

9. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Software or Company's trade secrets to Tester. Tester may not sell or transfer any portion of Software to any third party or use Software in any manner to produce, market or support its own products. Tester shall not identify Software or SaaS as coming from any source other than Company.

10. No Assignments

This Agreement is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

11. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(f) Governing Law and Jurisdiction: This Agreement shall be governed in and construed in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.