

Customers Terms and Conditions (the «Terms»)
by ARSENI DEMENKO SP. Z O.O. (the «Company»)
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Company is an online service that provides a P2P exchange of fiat currencies and virtual assets between individuals, as well as support for such transactions.

Terms and definitions used in the Agreement:

User – any individual who wishes to use the Company service and accepts the terms of this Agreement.

Company – an Internet site/system for providing p2p services of exchanging virtual assets for digital money.

Website – <https://arseniidemenko.net/>

Virtual asset – a digital expression of value that can be traded digitally or transferred, and that can be used for payment or investment purposes. The main types of virtual assets are payment systems and cryptocurrencies.

Cryptocurrency is a type of digital assets based on a distributed ledger, which is a means of exchange, settlement or has other special features in operation.

Payment – transfer of virtual assets or fiat currencies from the payer to the recipient.

Payment system – software product created by a third party, which is the mechanism for implementing the accounting of monetary and / or other obligations, payment for goods and services on the Internet, as well as the organization of settlements between users.

Customer of the payment system – a person who has entered into an agreement with the relevant payment system to acquire property rights of claim to it, measured in conventional units accepted in the relevant payment system.

Initial Currency is the virtual asset or fiat money that the User wishes to exchange.

Source Account – the number of the Wallet or any other designation of the User's account in the Payment system, from which the Source Currency was sent.

Order is an expression of the User's intent to use one of the services offered by the Company Service by filling out an electronic form through the Service's website, on the terms described in the Agreement and specified in the parameters of that Order.

Resulting Currency is a virtual asset or fiat currency that the User receives as a result of the Source Currency exchange.

Resulting Account – the number of the Wallet or any other designation of the User's account in the Payment system, to which the Resulting Currency will be sent.

Partner is a person who provides the Service with services to attract Users, the terms of which are described in the Partner Agreement.

Currency exchange – exchange of one virtual asset or fiat currency for another fiat currency or virtual asset.

Rate is the value ratio of the two cryptocurrencies or fiat currencies involved in the exchange.

Currency Reserve is the amount of a particular currency available to the Company Service at the time the Order is created.

This agreement (the "Agreement") describes the Terms of the Company virtual currency exchange service. This Agreement is an official written public offer addressed to individuals (hereinafter referred to as the User) to enter into a Company Exchange Service Agreement on the terms and conditions set forth below. Before using the Company Service, the User shall read in full the terms and conditions of the Company service. The current version of the agreement is available for public access on the Company Website and may be changed unilaterally by the service management without further notice to the User.

Insertion

This Agreement regulates the relations between the User and the Service in relation to the services provided by the Service to the User, and provides the arrangements between the Service and the User on this subject.

The Service ensures the confidentiality of the information about the User and their operations. The Service may disclose this information only on request of the authorized state bodies, officials or representatives of the Payment Systems if there is a legal reason for such disclosure.

This Agreement does not supersede the laws in force in the countries where the Service and the User are registered and located, or the contractual relationship between the User and the Payment system(s). In case the User cannot use the services of the Service by the conditions of current legislation or other agreements, it is prohibited by these rules and will be considered illegal and may result in blocking the User's funds. In case of violation of this paragraph, the Service reserves the right to block the User's account.

The User uses the Service and pays for its services in accordance with the terms of this Agreement.

Subject of the Agreement

The subject of this agreement is virtual asset and fiat currency exchange services by means of p2p payments between physical persons.

Payment systems and/or financial institutions are solely responsible for the funds entrusted to them by the User. The Service cannot be a party to the agreement between the Payment system and/or financial institution and the User and is in no way responsible for incorrect or unauthorized use of the Payment system by the User as well as for misuse of the Payment system functionality by the User. Mutual rights and obligations of the User and the Payment system and/or financial institution are regulated by additional agreements.

The Service offers its services to all Users and does not supervise any User's transactions in any Payment system.

The Company reserves the right to suspend or cancel the operation in progress if the User has violated the terms of this Agreement or refuse any further processing of the User without explanations.

The Company has the right to suspend or cancel an operation if the authorized service has received information about the unauthorized possession of the User's virtual currency or fiat assets, and/or other information making it impossible for the Service to offer its services to the User, and to demand an additional identification for the User.

The Service has the right to cancel the operation in progress and return the virtual assets and/or fiat money deposited by the User without explaining the reason. The Service also has the right to block the User's funds if there have been problems with the User's previous transactions or if they have been reported by law enforcement authorities.

Any completed transaction of buying, selling or exchanging electronic currency as well as any other transaction the Service deems irreversible, i.e. it cannot be canceled after it is completed – the User receives the funds in electronic or fiat currency due to him/her according to the previously accepted conditions.

The Company reserves the right to change the conditions of the Partner Program and the Loyalty Program at its sole discretion, without any prior notice.

The Service does not provide services to the customers of the territories which are sanctioned/disputed/annexed, including but not limited with: Kosovo, PMR, South Ossetia, Abkhazia, Taiwan, Nagorno-Karabakh Republic, Crimea, DNR and LNR.

Service Services and Procedure

The services of Company Service are ordered by the User by sending an Order through the website of the Service.

The User can control the process of exchange and get information about the course of exchange by using appropriate tool on the Service website.

By using the Service, the User confirms that they legally own and dispose of the fiat money and virtual assets involved in the exchange. This may require a confirmation of the legality of the User's funds possession. In case of refusal or unsuccessful confirmation of the legality of funds possession, the User's funds can be blocked.

The User, in making an Order, commissions and the Service, on behalf and at the expense of the User, performs an exchange of Electronic Currency or fiat money of one Payment system for Electronic Currency or fiat money of another Payment system chosen by the User.

The User undertakes to transfer the virtual asset or the fiat currency in the amount specified in the Order, and the Service, upon receipt of the virtual asset or the fiat currency, undertakes to transfer (transfer) the virtual asset or the fiat currency corresponding to the User's Order within 72 hours of a banking day calculated on the Exchange rate and in accordance with the Service's tariffs.

After payment of the Order, the User may receive consultation by contacting the messenger embedded on the website, telegram or email, specifying the Order identification number and additional data specified by the User during the execution of the Order, if it is required by the operator.

The obligation to transfer virtual assets or fiat currency to the User is considered fulfilled at the moment the cryptocurrency or fiat currency is debited from the corresponding Payment system account of the Service and this is recorded in the history of the corresponding Payment system.

The Company Service has the right to set financial and quantitative limits on Transactions. Information about the limits is available on the Service website.

The Company Service has the right to cancel the Order created by the User if the funds in the amount of the Initial Currency have not been credited to the account of the Service within 30 (thirty) minutes.

The remuneration for the Company Service is set in the course and is confirmed by the User by clicking on the "Next" button when making a request.

In case the virtual assets or fiat currency amount received from the User to the Service is different from the one stated in the Order, the User's Order is recalculated after a written request to the Support service.

In case the Service fails to send the virtual assets or fiat currency to the details specified by the User within the time frame provided by the Service, by contacting the Service support channels, the User can demand the full refund of the virtual asset or currency, except for cases specified in this Agreement. The demand for the return of electronic or fiat money can be fulfilled by the Service only if the money equivalent is not sent to the details specified by the User at the moment of receiving

such a demand. The Service is not liable for the increased term for transferring the electronic or fiat money as this can be caused by the conditions of some Payment Systems and the refund is not processed.

The exchange rate of the virtual asset or fiat currency is fixed by the Service for no more than 30 (thirty) minutes from the moment the Order has been submitted. In case the User has paid after 30 (thirty) minutes have elapsed, the Service will automatically update the exchange rate. The exchange rate of the highly volatile cryptocurrencies such as BTC, ETH, ETC, BNB etc, is fixed manually by the operator at the moment the application receives the "paid" status, but only during the Service working hours. The required number of confirmations for each cryptocurrency is specified in the information window for each exchange destination. If the User does not agree to carry out the operation at the updated rate, the Service carries out return of electronic or fiat means. If Service does not have possibility to carry out transfer of means through the User's fault for a long time, the rate of payment will be changed to the actual rate at elimination of these negative circumstances and possibility to make transfer.

Special conditions of some Payment systems:

- Bank payments are processed by the Service within 24 hours; if necessary, the Service may require Verification of the Customer's card (account);
- If the amount of cryptocurrency (Bitcoin, Ethereum and others) sent by the User is less than 0.001 in equivalent, the money is not refunded. If the transaction has a commission in bitcoin network less than 20 satoshi per 1 byte, the Service reserves the right to: recalculate the rate, make the payment more than 24 hours, freeze the request until the third confirmation in the network;
- Bank transfers in Visa/Mastercard direction are in most cases credited instantly, but in some cases may take up to 5 banking days.
- If the issuing bank charges an additional fee for replenishment of the User account, this fee is charged from the User.

The Service does not serve tax residents of these countries, wherever they are located: USA, Australia, Myanmar, Pakistan, Afghanistan, Iran, Iraq, Syria, Lebanon, Bahrain, Qatar, Kuwait, Saudi Arabia, Oman, Yemen, Palestine, Eritrea, Libya, Liberia, Sudan, Democratic Republic of Congo, Ivory Coast, Somalia, Guinea, Sierra Leone, Algeria, Nigeria, Ethiopia, Cuba, Cook Islands, North Korea, as well as residents of countries that are subject to sanctions: Russian Federation and the Republic of Belarus.

The Service is not a tax agent for the User and will not notify the User about their tax costs. The User agrees to pay all taxes required by the tax laws of the place of their residence on their own.

The Service can make a refund only if the User provides all the data on the request (request ID, e-mail, full name, phone number, etc.).

Our Service does not provide services to residents of countries under sanctions. If in the order contact data relating to the countries under sanctions are found, the Service can request their replacement or refuse the User in carrying out the

operation. If the User refuses to replace the data, the Service carries out a refund in accordance with paragraph of this agreement. If the payment of the order is made by the User, who is a resident of the country subjected to sanctions, the funds of the User can be frozen. To provide its services, Company uses centralized exchanges such as Binance, WhiteBit, Bitstamp, HTX, Bybit as a merchant platform. Consequently, if the funds sent by a user belong to sanctioned clusters such as: Garantex, CommEX, Grinex, EXMO.me, Wasabi Wallet and so on, there is a significant risk of such funds being frozen for an undetermined period of time.

If the User has paid the order, but due to circumstances wishes to refuse the exchange, the refund is made minus 5% of the payment amount, the fee in the payment system network and the rate difference (if the rate has changed by more than 3%). Returns are processed within 24 business hours after receipt of the relevant request from the User.

The User cannot request a refund on an order that has already been executed.

The Service does not responsible for the storage of funds in case the user has not provided the payment details requested by the Service, verification data or other information necessary to complete the Exchange, in accordance with the rules of the Service, within 10 days from the date of payment of the Order and charges a fee of 1.8% of the amount of the exchange on each subsequent day.

Service fees

The Service fees are set by the management of the Service and are published on the Service website.

The Service reserves the right to change the exchange rates and fees for exchange of cryptocurrencies unilaterally at any time. Users are informed of the changes by posting them at the Service's website.

The Service specifies the exchange rates and fees charged by the corresponding Payment system for the transactions in the Order created by the User at the Service website.

The Service charges its remuneration at the time of the relevant Transaction. The Service Fee is deducted from the amount of the Resulting Currency.

Liability of the parties

The Service is liable to the User in the amount not exceeding the amount of money or cryptocurrency entrusted by the User.

The Service shall not be liable for malfunctions, errors and failures in the operation of the software and/or hardware that enable the operation of the Service for reasons beyond the control of the Service, as well as the User's losses related thereto.

The Service shall not be liable for the User's losses resulting from the unlawful actions of third parties.

The User is fully responsible for payment of the Order, including:

- the correctness of details when paying for the Order;
- the correctness of selecting the appropriate network when paying for the Order;
- provide all details for payment of the Order (including the destination/assignment tag, if required) provided by the Company website on the Order payment page, etc.

If the User makes a mistake in completing the Order payment details, the User's funds may be lost, in which case Company will not be liable for the User's losses.

If the User has made an error in making payment for an Order, the Company Service shall be entitled to:

- attempt to correct the User's error (if possible);
- charge any fee necessary to cover the Service's expenses to correct such error.

The amount of the fee depends on each case.

The user is solely responsible for the correctness of the information provided by him when creating the Order. Service is not responsible and does not compensate for losses arising from incorrect (unauthorized) use of the service, as well as errors committed by the User when filling out the exchange form, which can lead to the transfer of funds to the wrongly specified account, in which case to cancel the exchange operation or return the funds back is impossible.

Information on the Transaction is stored in the Service database and is the primary source of reference for the Parties in disputes.

The parties are relieved of responsibility for failure to fulfill their obligations under the Agreement in full or in part due to force majeure events that occurred after the Agreement came into force, as a result of extraordinary events, which could not be foreseen and prevented by reasonable measures.

The Service will make every effort, but does not guarantee that its services will be available 24 hours a day, 7 days a week. The Service assumes no responsibility for any losses, lost profits or other expenses incurred by the User as a result of their inability to access the site or the services of the Service.

The Service assumes no responsibility for losses, lost profits or any other User's expenses caused by delays, errors, or failures in processing any bank transfers or transfers of virtual assets.

The User undertakes not to abuse the Service's bonus or partnership programs, or any of its associated services, or create systematically and deliberately unpaid orders.

The Service is not responsible for conducting exchange transactions on behalf of the User for the benefit of third parties. The Service recommends carrying out transactions only with wallets and accounts to which the User has full access.

Other Provisions

The Service may unilaterally make changes to the Agreement by publishing the changes on the system Website. Changes shall become effective upon publication, unless a different effective date is additionally determined when the changes are published.

The Service has the right to refuse a user to make an order without explaining the reason for the refusal.

The parties have entered into this Agreement in electronic form and acknowledge it to be equivalent in legal effect to a written agreement.

The Service shall have the right to suspend such operations in the event of suspicious activities in the course of the user's order process in order to avoid damage from hacker attacks until the reasons for such activities are clarified, initiate verification of the user or refund the sender's account according to the rules of the service.

The Service has the right to send information about the status of the exchange process to the User at the specified email address, since it is an integral part of the successful completion of the exchange process.

Any changes in the Order are made only as a result of an appropriate request by the User from the same contact information that was specified by the User at the stage of creating the Order.

All disputes and disagreements arising or that may arise from this Agreement shall be settled by means of negotiations on the basis of a written application from the User. After receiving a complaint from the User, the Service shall, within fifteen (15) days, either satisfy the requirements set out in the complaint or send a reasoned refusal to the User. The response must be accompanied by all necessary documents. If the dispute is not resolved by the court within sixty (60) days, then either Party shall have the right to go to court at the User's location to resolve the dispute.

The information on the site, including graphics, text, programming codes, etc. is the property of Company.com and is protected by copyright laws. Any case of unauthorized copying (in whole or in part) may be prosecuted under applicable law.

Force Majeure

Neither the User nor the Service shall be liable to each other for delays or failure to fulfill their obligations resulting from acts of God, including natural disasters, fire, floods, terrorist attacks, changes of government, civil unrest, as well as damages to

the Payment Systems, power supply systems, communication networks and Internet service providers.

Interaction with the User under force majeure circumstances, such as the bank blocking the account of the Service bureau as a result of sending funds by the User, the bank blocking the User's account as a result of sending funds by the Service bureau, erroneous transfer of funds by the User due to incorrectly entered details and others, shall be carried out exclusively via the e-mail address specified by the User at the stage of the Order placement.