

Naccoin User Agreement

The website www.naccoin.in, and its mobile applications, (collectively "**Naccoin Services**") is owned, operated and controlled by Naccoin Technology Private Limited, a private limited company incorporated under the laws of India and trading as Naccoin and a wholly owned subsidiary of National Australia Company Pty Ltd, who along with its associated entities, and each of their directors, affiliates or employees (as appropriate) are referred to as "we", "us", "our", "Company" or "Naccoin" in these Terms of Use.

Persons availing of the Naccoin Services (as defined below), directly or indirectly, are referred to herein, as "**Users**" or "**You**".

This is a User Agreement between you and Naccoin. By signing up to use an account through www.naccoin.in, APIs, or mobile applications, you agree that you have read, understood, and accept all of the terms and conditions contained in this User Agreement, as well as our Privacy and AML Policy. Users are required to read, review, understand and agree to the terms hereunder for using or availing of the Naccoin Services, by clicking on the "I Accept" option in the Naccoin App. Upon clicking "I Accept" in the Naccoin App, or upon availing of any part of the Naccoin Services, or upon applying for the opening of a User Account on the Naccoin Platform, a User indicates their acceptance of the terms of this Agreement and their intention to be bound by it.

Section A – General Use

1. Basic Naccoin Services

1.1. Eligibility

To be eligible to use the Naccoin Services, you must be at least 18 years old. Only natural or legal persons, resident of India, can be Users, and no person other than a natural or legal person with a valid, authorized account with Naccoin can avail of the Naccoin Services in any manner whatsoever

1.2. Naccoin Services.

1.2.1. "**Naccoin services**" includes but not limited to "**Naccoin Website**", www.naccoin.in (and collectively with the Naccoin App, the "**Naccoin Platform**"), Naccoin Android App, Naccoin iPhone App (collectively referred to as "**Naccoin App**"), in addition to other current or future product, features, technologies, functionality across a variety of platforms and other services (collectively "**Naccoin Offers**"). When a user opens an account with Naccoin to avail any of the Naccoin Services in any form shall be referred to as a "**User Account**". The risk of loss in trading or holding Digital Currency can be

substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for you in light of your financial condition. Every User shall ensure that no third party uses its account on the Naccoin Platform, and that such User uses the Naccoin Services only for its own account and for its own benefit.

- 1.2.2. By opening an account to use the Services provided by Naccoin, you expressly represent and warrant that you have accepted our Terms of Use, and any additional terms and conditions displayed on the Platform (including without limitation our Privacy Policy and AML Policy) as they apply from time to time.
- 1.2.3. User hereby confirms that it has not been canvassed, solicited or encouraged by Naccoin to invest in any cryptocurrency, or to otherwise avail of the Naccoin Services, in any manner whatsoever, and that User has arrived at an independent decision to avail of the Naccoin Services of their own volition.
- 1.2.4. We grant you a non-exclusive, revocable, non-transferable licence to use the software on a server controlled by us for the sole purpose of accessing and obtaining the material on the Platform.
- 1.2.5. We may amend, modify, add to or delete these Terms of Use at our discretion and those amendments, modifications, additions or deletions apply to your use of the Platform and Services as soon as they are displayed on the Platform (whether or not you are aware of those amendments, modifications, additions or deletions). All subsequent transactions by you will be subject to the amended and most current Terms of Use.

2. Creating a Naccoin Account

2.1. Registration of Naccoin Account

- 2.1.1. User may create an account by first downloading the Naccoin App on his/her Android Smartphone or i-Phone by using the Play Store or App Store, as applicable.
- 2.1.2. Downloading of the Naccoin App and installation thereof shall be subject to the terms contained herein.
- 2.1.3. Users are required to read, review, understand and then agree to the terms hereunder for using or availing of the Naccoin Services, by clicking on the "I Accept" option in Naccoin app. By executing this agreement, Users are deemed to have understood the technology behind creation and circulation of crypto currencies including "Bitcoins" and are deemed to have expressly given their consent to be bound by the Terms herein, including the representations, warranties and disclosures set out hereunder. Once the terms contained hereunder are accepted by a User, the same shall be binding on the User availing of the Naccoin Services.
- 2.1.4. User shall comply with the procedures prescribed for opening the account including providing valid and subsisting email address and complete the verification process and providing requisite details and documents.
- 2.1.5. Naccoin may, in our sole discretion, refuse to allow you to establish a Naccoin Account, or limit the number of Naccoin Accounts that a single user may establish and maintain at any time.

2.2. Naccoin Data Disclosure and Information Consent

- 2.2.1. User hereby allows access to and consents to Naccoin availing of and using the personal data of the User including but not limited to:
- 2.2.2. Name; Address; Identification Documents and details contained therein;
- 2.2.3. Mobile Numbers and IP addresses from which the Naccoin Services are being accessed;
- 2.2.4. Identity numbers and details of all equipment utilized to access or avail of the Naccoin Services including Devices from which the Naccoin Services are accessed; the Device numbers, Model and such or other details that may be culled out through automated processes; IMEI, ISMI, Operating System, Device model, RAM and CPU for computers and mobile phones and Unique installation number, iCloud device or email id for Apple products; fingerprinting details and other sensitive personal information required for allowing or completing the transactions envisaged herein;
- 2.2.5. Naccoin may call upon User to furnish additional details and / or documents, either pursuant to governmental or regulatory compliance or due to modifications in Naccoin terms. User hereby agrees and undertakes to comply with the same within the timelines prescribed.
- 2.2.6. In addition to the terms contained herein, Users shall be bound by the terms of the Privacy Policy available at www.naccoin.in/privacy-policy.

2.3. Naccoin Know Your Customer Compliance

Only Users complying with the following Know Your Customers ("KYC") procedures and all terms and procedures of Naccoin Anti-Money Laundering Policy (<https://www.naccoin.in/aml-policy/>) would be allowed to avail of Naccoin Services:

- 2.3.1. Users shall provide the following details and digitized copies of the documents in support of the same, simultaneously with execution of these terms failing which, the account shall not be activated:
 - 2.3.1.1. Name in Full, as in the PAN card / Bank Account;
 - 2.3.1.2. Digitized copy of the PAN card;
 - 2.3.1.3. Contact Number;
 - 2.3.1.4. Email Address;
 - 2.3.1.5. Bank Account Details including the Bank Account Number; Account Holder's Name in full.
- 2.3.2. User hereby consents to retention of the above details and documents by Naccoin for its use. Naccoin shall be entitled to retain the above details and documents even of those users, whose registration has been rejected by Naccoin.
- 2.3.3. Naccoin shall take reasonable care and caution in the collection and retention of the User information, data and documents provided. Naccoin shall comply with the terms of the Privacy Policy available at www.Naccoin.com/privacy-policy for collection and retention of User data including sensitive personal information. The Privacy Policy may be periodically reviewed and revised, modified or updated. By accepting the terms herein and by continued use of the Naccoin Services, Users

are deemed to have agreed to such revised terms of the Privacy Policy and shall be bound by the same. In the event that a User wishes otherwise, upon compliance with the procedures set out hereunder for termination, User may terminate this Agreement.

2.3.4. Acceptance of the terms herein shall tantamount to acceptance of the Privacy Policy and the terms contained therein. Users are required to read, understand and affirm the Privacy Policy before clicking the "I Accept" button to our Terms of Service.

2.3.5. Naccoin may call upon User to furnish additional details and / or documents, either pursuant to governmental or regulatory compliance or due to modifications in Naccoin terms. User hereby agrees and undertakes to comply with the same within the timelines prescribed.

2.4. Naccoin Verification Process

2.4.1. Naccoin shall activate the account upon verification of the details provided under KYC and AML Policy. In the event of factual inaccuracies, Naccoin shall be entitled to terminate the account without notice to User and User shall not be permitted to use the account or the Naccoin App. Naccoin may seek further documents or details, as per its revised policies or pursuant to Government or Regulatory requirements and User shall be bound to comply with the same. Naccoin shall be entitled to terminate existing accounts for non – compliance of these norms after due notice.

2.4.2. Naccoin may, at its discretion, send to the User intimation of reasons for non-activation of the account. Naccoin is not under an obligation to however notify rejection of activation of new accounts.

2.4.3. Naccoin shall allow only Users with an Indian PAN Card to register and avail of its services. Upon verification, if the PAN Card details furnished are not those issued by in India, Naccoin shall forthwith terminate the account without notice to the User.

2.4.4. Existing Users may be called upon to comply with the KYC and verification process. In the event of termination or deactivation of an existing account, Users shall be duly intimated by Naccoin, along with reasons for such deactivation and the procedures for redress. Delay in termination of such accounts shall not amount to waiver of the above mandatory requirement.

2.5. Naccoin Terms of Payment

2.5.1. Users shall be bound by the policies, rules and User Guidelines prescribed by Naccoin periodically, the terms of which shall form part of this Agreement.

2.5.2. User is hereby cautioned that Naccoin does not accept any payments in cash and has not authorized any person whatsoever to accept any payments in cash. User is advised not to give cash to any person, irrespective of any representations that such person may make with respect to creating an account or depositing such amounts with Naccoin or with another User on behalf of such User.

2.5.3. Users are required to conduct all transactions in relation to the Naccoin Services only through their own, duly authenticated, and legally opened and maintained bank accounts in India. All payments shall be made in Indian Rupees (INR) for purchase or sale of crypto currencies on the Naccoin Platform. Subsequent to any transaction on the Naccoin Platform, User shall ensure that immediate intimation of payments made, the bank details from which such payment was made and the

Naccoin account to which such payment to be credited is made to Naccoin through the Naccoin App. Any payments made without furnishing these details shall be deemed to be unaccounted payments, and Naccoin shall not be liable for any non-accounting, non-crediting or other treatment of such sums, or of the crypto currencies pertaining to such sums, to the relevant User Account. Naccoin shall also not be responsible for any Loss that may be caused to the User due to such non-crediting of the said sum, including losses from any fluctuations in the price of crypto currencies that occur during the time it takes Naccoin to verify the above details, or on account of the non-transfer or non-credit thereof. User shall be solely responsible for ensuring prompt intimation of the above details to Naccoin to ensure immediate completion of the transaction of the purchase of the concerned crypto currencies. Naccoin shall not be responsible or liable in any way for any unaccounted payments deposited to any bank account from unregistered or anonymous Users. Naccoin shall be entitled to appropriate such unaccounted payments to its account, and User shall forfeit the same, if the verification details sought for above are not furnished to Naccoin by the relevant User within seven days of the date on which the transaction is effected by the User.

- 2.5.4. Naccoin offers the Naccoin Services for consideration in the form of transaction fees, as intimated to User prior to completion of the transaction. User hereby agrees to make the payment of such transaction fees, on terms set out on the Naccoin Website. All payments due to Naccoin shall be automatically debited from the relevant User Account, and User consents to such debit on a periodic basis. Any transaction fees due from a User, which cannot be debited from the concerned User Account on account of an insufficiency of funds, or for any other reasons whatsoever, shall be charged to such User through an invoice issued by Naccoin to the User, which shall be paid by the User in accordance with the terms set forth in such invoice. All payments to Naccoin shall be in INR.
- 2.5.5. Any payments to be made by Naccoin to any User in relation to any transaction entered into between Users (and facilitated by Naccoin on the Naccoin Platform) shall be made after all appropriate deductions and withholding is made, as per applicable Law.

3. Trading Services

3.1. Platform

- 3.1.1. Naccoin offers a platform for its registered Users to buy or sell Crypto currencies. Presently Naccoin platform offers its services for buying and selling of Bitcoins. Naccoin is neither the creator nor the administrator of any crypto currencies including Bitcoins, and is not in any way responsible for the global pricing of any cryptocurrency, the operation of any blockchain with respect to any cryptocurrency, or the mining process in relation to any cryptocurrency. It merely facilitates the trading in cryptocurrency by Users on the Naccoin Platform, and does not engage in such trading itself, or buy or sell any cryptocurrency for its own account or for its own benefit. Naccoin has no control over the generation, distribution, retention (except in its wallets), verification, termination, or market volatility of any crypto currencies. It merely acts as an intermediary for the trading in crypto currencies by User, and provides other ancillary services in relation

thereto, which are more fully set out hereunder. Naccoin Services may extend to other crypto currencies in future (for which all of the terms contained herein will apply).

- 3.1.2. Subjected to below additional information, registered users may utilize the Naccoin Services to purchase and/or sell crypto currencies to and from each other, using the Naccoin Platform. The authentication of such buyers and sellers is the sole responsibility of the concerned User(s), and Users are required to ensure that all of the Naccoin Services are availed of only for legal purposes and through legal means.
- 3.1.3. It may be possible that the laws in the country where you reside and/or buy and/or sell Bitcoins to and/or from do not allow the usage of an online tool with the characteristics of Bitcoin or any of its features. Naccoin does not encourage the violation of any laws and cannot be held responsible for violation of such laws. It is your responsibility to ensure all services are availed for legal purposes and through legal means and follow the laws of your country of residence and/or country from and/or to and/or sell and/or buy Bitcoins. It is your responsibility to follow the laws of your country and/or country from which you access this Website and the Service. As long as you agree to and comply with these Terms of Use, Naccoin grants to you a personal, non-exclusive, non-transferable, non-sub licensable, and limited right to enter and use the Website and the Service.
- 3.1.4. Naccoin may use third party service providers to render some or all of the Naccoin Services, or for facilitating the same. User agrees to the use of such third parties, and hereby provides consent for collection, analysis, use, dissemination and retention by such third parties of any and all personal data, or and sensitive personal data and information, of the User. User shall be bound by the terms of service of such third parties to the same extent as Naccoin would be bound. Naccoin shall however not be responsible or liable for any act, inaction, commission or omission by such third parties, including with respect to data protection, privacy, security practices, or compliance with applicable laws and regulations with respect thereto, including (but not limited to) the Information Technology Act 2000.

3.2. Warranty

- 3.2.1. Naccoin does not provide any warranty of any kind, either express or implied, in relation to the Naccoin Services. Users avail of the Naccoin Services, and deal in crypto currencies at their own risk and with full awareness of the risk of the possible diminishment, devaluation and (potentially) complete loss of the entire holding or valuation of the User Account and all crypto currencies held therein, in the event of the occurrence of any of the risk factors outlined in this Agreement (as well as other risk factors inherent in any transactions involving crypto currencies), including, but not limited to, changes in the regulatory or legal regime in India and/or outside India, and any legal, regulatory, contractual or other restrictions that may be placed on Naccoin. It is hereby expressly declared that Naccoin offers no warranty of any kind regarding the Naccoin Services.
- 3.2.2. Naccoin Services are strictly available for use only within India, to the extent (and till such time) that transactions or trading in crypto currencies are permitted and not been curtailed in such parts of India. In the event that a User resides in any such jurisdiction within India where any transactions in crypto currencies may be prohibited ("Prohibited Jurisdiction"), Users are not permitted to use the Naccoin Services in any form ("Prohibited Jurisdiction Use"). Any Prohibited

Jurisdiction Use will amount to a breach of this Agreement, and Naccoin shall forthwith be entitled to terminate this Agreement and the use and operation of the relevant User Account, shall extend all cooperation to the relevant governmental and enforcement authorities, and shall not be liable in any manner whatsoever for any Loss arising out of such, in relation to, or subsequent to such Prohibited Jurisdiction Use. Users are therefore duly warned against availing of the Naccoin Services in any manner whatsoever in or from a Prohibited Jurisdiction, or from anywhere outside India. Users shall be solely responsible for ensuring compliance with this requirement, and for compliance with the laws and regulations of the jurisdiction in or from where they are availing of the Naccoin Services. Subject to confirmation by the User to be bound by the terms contained herein, and compliance with the terms contained herein at all times, Naccoin hereby grants to the User a personal, revocable, non-exclusive, non-transferable, non-sub-licensable, and limited right to use the Naccoin Services.

- 3.2.3. Users are hereby duly cautioned that presently in India, 'virtual currencies' (including all crypto currencies) have not been recognized or authorized as a medium for payment, as a commodity for trade, or in any form, by central bank, monetary authority, or governmental or regulatory body in India. User shall therefore avail of the Naccoin Services subject to the caution issued by the Reserve Bank of India ("RBI"), and should be aware of the regulatory and financial risks inherent in dealing with crypto currencies in any manner. Please refer to the RBI website for all the issues.

4. Anti-Money Laundering (AML) & Anti-Abuse

- 4.1. Users shall be bound by the terms of the AML Policy at all times, which is part of this User Agreement. Users are required to read, understand and affirm the AML Policy before clicking the "I Accept" button to these Terms of Service. Naccoin may periodically review and revise, modify or update the AML Policy to ensure that it complies with all requirements of applicable Law, and for any other reason that it may deem suitable at its sole discretion. By accepting the terms contained herein and by continued use of the Naccoin Services, Users are deemed to have agreed to such revised terms of the AML Policy and shall be bound by the same. Non-receipt of such intimation shall not exclude user from complying with the revised AML and KYC Policies. Users who do not wish to abide by the same may decide to opt out of the Naccoin Services at such time by intimating Naccoin of such intention in writing, and such Users shall not be permitted to avail of the Naccoin Services in any way after such intimation.
- 4.2. Naccoin shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution (including by providing any information and details that such User has provided to Naccoin). Any such use of the Naccoin Services by any User shall result in forthwith termination of the relevant User Account. Users are therefore strongly cautioned against misuse of the Naccoin Services in any manner for illegal activities.
- 4.3. Users shall ensure that the terms of the AML Policy are strictly complied with at all times, both during and after the User's use of the Naccoin Services. Naccoin shall not allow the Naccoin Services to be used for any illegal or criminal purposes, including (but not limited to) money laundering and the funding of terrorist activities.

- 4.4. Naccoin reserves the right to decline or discontinue, as the case may be, any User Account, at its discretion, with present as well as prospective Users at all times. In the event of any suspicious activity being disclosed, or if a User is suspected of abusing the Naccoin Services in any way, Naccoin shall have the right to suspend or terminate the relevant User Account of a User, and this Agreement shall stand terminated forthwith.
- 4.5. Where applicable, intimation of such suspension or termination shall be duly sent to the User and the accumulated monies or crypto currencies in the account of such User shall be duly secured and shall accumulate in favor of such User, unless otherwise appropriated by Naccoin towards dues owed to it, or retained pending confirmation from a regulatory or statutory authority or in compliance with an order from a governmental or regulatory authority, court, or quasi-judicial body. Amounts lying in any User Account suspected of being associated with any activity that contravenes any applicable Law, or of abusing the Naccoin Services, shall not be released in favor of any User until an appropriate order is received from a governmental, regulatory, judicial or quasi-judicial body that is competent to pass such an order.

5. Prohibited use and Termination

- 5.1. Naccoin may suspend, limit, restrict, deactivate or terminate the access to the Naccoin Platform and Services before and/or after due verification, and its sole discretion, including your Naccoin account, if ("Termination"):
 - 5.1.1.1. You fail to comply with the KYC norms contained in this Agreement or in the AML Policy or this User Agreement;
 - 5.1.1.2. You gain or attempt to gain unauthorized access to the Platform or another member's account;
 - 5.1.1.3. There is a technical or operational difficulty;
 - 5.1.1.4. Your use of the Naccoin Platform is dormant or inactive for a period of over three months or more;
 - 5.1.1.5. You use the Naccoin Platform in order to perform illegal or criminal activities;
 - 5.1.1.6. Your use of the Naccoin Platform is subject to any pending investigation, litigation or government proceeding;
 - 5.1.1.7. You fail to pay or fraudulently pay for any transactions;
 - 5.1.1.8. We are unable to support your use;
 - 5.1.1.9. You breach any terms of this Terms of Use Agreement or Privacy Policy;
or
 - 5.1.1.10. Naccoin receive a request from a law enforcement or government agency to do so.
 - 5.1.1.11. any suspicious activities, or any activities that are not consistent with applicable Law;
 - 5.1.1.12. You attempt to overcome or circumvent any software security features on the Naccoin Platform;
 - 5.1.1.13. You fail to pay any due owed to Naccoin including any commissions fees payable to it;
 - 5.1.1.14. Any change in applicable Law;

- 5.1.1.15. If continuation of Naccoin Services is difficult or impossible due to technical or operational issues or due to change in the legal, regulatory or statutory provisions;
- 5.1.1.16. In the event of unexpected operational difficulties; or
- 5.1.1.17. If either party (a). becomes insolvent; (b). makes an assignment for the benefit of its creditors; (c) files a petition for bankruptcy; (d) takes steps towards dissolution or liquidation; or (e) appoints a trustee or receiver for all or any part of its assets.
- 5.2. Naccoin may terminate or cancel the User Account and the Agreement immediately for any of the reasons set out above or first suspend the account pending verification with or without any notice. User may terminate this Agreement with written notice to Naccoin, but such termination shall only be effective once such notice is accepted and acknowledged by Naccoin in writing.
- 5.3. Upon suspension, cancellation or termination of this Agreement user shall not be entitled to access or use the User Account or any Naccoin Services
- 5.4. In any event damages shall not exceed the amounts credited in the User Account, as on the date of suspension, cancellation or termination, whichever is earlier.
- 5.5. Naccoin shall not be liable or responsible to User except to the extent of any amounts in INR lying in the User Account. In the event that Naccoin is unable to effect a refund of these amounts to the User due to applicable Law, User shall bear any and all Losses arising from termination of the Agreement and loss of all amounts and all cryptocurrencies lying in the User Account.
- 5.6. Parties shall be entitled to the rights and dues already accruing to them.
- 5.7. Naccoin shall be entitled to retain / deduct amounts due to it from the User and transfer or refund the balance lying in the User Account, except when it is unable to do so in compliance with applicable Laws. Transfers shall be to any other cryptocurrency account or wallet specified by User, and refund shall be in Indian Rupees.
- 5.8. User agrees that Naccoin will not be liable to User or to any third party for termination of the User Account or any restriction of access to the Naccoin Services.
- 5.9. User shall be entitled to recover the amounts lying in the User Account, as on the date of termination, subject to any deductions to be made by, or payments to be made to, Naccoin.
- 5.10. Permissions and licenses granted to User under this Agreement shall cease immediately upon termination of this Agreement, and the User shall not be entitled to any access to the User Account or the Naccoin Services, or any rights or benefits in this respect, in any manner whatsoever.
- 5.11. User shall return to Naccoin any of Naccoin's IPR, or affirm deletion thereof immediately upon termination of this Agreement.

6. Your Obligations

- 6.1. You affirm to us that you are a bona fide user of the Platform and Services of Naccoin for the purposes of trading digital currency and comply with User Agreement.
- 6.2. You MUST NOT:
 - 6.2.1. Engage in any restricted or criminal activities, including but not limited to:
 - 6.2.2. Terrorist financing;
 - 6.2.3. Money laundering;

- 6.2.4. Illegal gambling;
- 6.2.5. Distributing or funding drugs and drug paraphernalia; or
- 6.2.6. Malicious hacking.
- 6.2.7. Or any unlawful activities
- 6.2.8. Provide us with inaccurate or incomplete information at any time while using the Naccoin Services, and user must also ensure any changes in personal details are updated with Naccoin immediately; and presented to Naccoin if requested
- 6.2.9. Use the Platform for the purpose of obtaining, processing, distributing, viewing, assessing, analysing, copying or replicating any information, methods or processes related to the Platform (including without limitation by way of data scraping, the use of collection or accumulation tools and robotic or scripted responses);
- 6.2.10. Violate any law in India for the time being in force;
- 6.2.11. Reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Platform's source code, formulas or processes;
- 6.2.12. Interfere with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users);
- 6.2.13. Use this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- 6.2.14. Use this Platform for any commercial, industrial or professional purposes whatsoever;
- 6.2.15. Allow any third parties (including any other Users) to use their User Account in any manner, or to derive any benefit whatsoever from such User Account. Each User Account is intended for the use of a single Personal User, who has registered with Naccoin in the manner prescribed under this Agreement and in the AML Policy. Each User is only permitted to have one User Account, and cannot open or maintain multiple User Accounts, or attempt to operate or gain access to another User Account (irrespective of whether the consent of such User has been obtained for such use or access). User must not share their account passwords with any third parties, including other Users.
- 6.2.16. Use the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- 6.2.17. Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- 6.2.18. Publish, post, distribute, disseminate or send 'spam material' or engage in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- 6.2.19. Collect or store personal data about other users of the Platform; or divulge their account details to any third parties, including other Users. Users shall be solely responsible for ensuring the confidentiality and protection of the data pertaining to their User Account.

- 6.2.20. Do anything else which may interfere with or negatively affect the operation of our Platform, Services or other users.
 - 6.2.21. induce or entice other persons to avail of the Naccoin services or to open accounts
 - 6.2.22. Willfully or erroneously interfere or tamper with, or alter in any unauthorized manner, the Naccoin Platform. Any loss or deletion of crypto currencies on account of such unauthorized use is permanent and cannot be reversed. Naccoin shall not be responsible or liable for any Loss caused due to such tampering, interference or use
-
- 6.3. In the event that any transfers of crypto currencies are erroneously credited to the User Account, the User is bound to report the same and to arrange to refund or transfer it to Naccoin or to the rightful owner, as confirmed by Naccoin. Failure to do so would amount to a material breach and in addition to remedies available through court processes, Naccoin shall be entitled to block the such amounts lying in the User Account and debit the same for remedying the erroneous transfer.
 - 6.4. Users are cautioned against undertaking any suspicious activity or suspicious transactions on their User Accounts. In the event of any suspicious or large transactions being undertaken on a User Account, Naccoin shall have the right (but not the obligation) to verify such activity and carry out further KYC procedures, and if required, to suspend the transactions or freeze the relevant User Accounts, till compliance by the User with Naccoin authentication processes (as described in this Agreement or in the AML Policy) to Naccoin satisfaction. Naccoin shall be entitled to call for all such transaction details, as it deems fit. Naccoin shall not be liable for either taking such action to suspend or terminate such accounts, or for any inaction on its part, in the event a suspicious transaction is undertaken with respect to a User Account.
 - 6.5. Any user of Naccoin Platform who violates or breaches User Agreement may have their User Account terminated, as well as any pending transactions cancelled. You may also be held liable for any losses incurred by Naccoin or any other user of the Platform.
 - 6.6. User shall ensure that the source of the monies used for purchase or transfer of crypto currencies on the Naccoin Platform is entirely lawful, and that such transfer is made from a legal Indian bank account of such User. User shall be solely liable for any illegality with respect to the source of funds used for transactions on the Naccoin Platform, or for any other illegality with respect to such transactions.
 - 6.7. User shall be wholly responsible and liable for all activities that occur in relation to, or in connection, their User Account, irrespective of whether the User has personal knowledge or control in relation to such activities. Users shall bear all responsibility for maintaining the confidentiality of their account information, including User Name, password / PIN, confidentiality of the transactions in their account safeguarding their User Accounts including the crypto currencies stored therein; undertaking / implementing reasonable security measures to protect the same from malicious attacks or inadvertent losses and for any activity including transactions that are undertaken from the User Account.
 - 6.8. Misuse or abuse the Naccoin Service including but not limited to pretend to be another person, or share any information that is racially, ethnically objectionable, disparaging; harmful, harassing, blasphemous, defamatory, libelous, obscene or pornographic

- 6.9. Naccoin shall take reasonable measures to ensure security of their infrastructure but shall not be responsible or liable for any Loss arising due to breach or violation of third party infrastructure.
- 6.10. Naccoin encourages users to report any problems or vulnerabilities with our Platform and Services by submitting a support request on our website or emailing us at Naccoin Support. If you notify us in good faith, we will not restrict your use of our Platform or Services.
- 6.11. User shall not invest in crypto currencies under any assumption of high earnings or profits. Crypto currencies being digital assets issued by private entrepreneurs are subject to market risks and volatile pricing, which may even render them worthless. Users are therefore cautioned of the inherent risks involved in procuring crypto currencies; Before making any direct transfers or sale of crypto currencies to another User on the Naccoin Platform, User shall carefully verify the particulars of such transaction, including the sum and quantum of cryptocurrency involved, and the recipient. Any errors in any transaction entered into on the Naccoin Platform is irreversible, and User will not be able to retrieve such crypto currencies once they are transferred. Naccoin shall not be responsible for effecting any such reversals and will not be liable for any Loss arising from any error, omission, misapprehension or misconception on the part of the User.
- 6.12. User shall not be entitled to request or claim any reversal of transactions that have been confirmed by the User, as cryptocurrency transactions cannot be reversed; irrespective of the reasons for such error. User may therefore exercise due care and caution before completing any transaction of crypto currencies. Naccoin shall not be responsible or liable for any loss arising from any such transactions by Users.
- 6.13. Users shall bear all liabilities towards taxes, as applicable. Naccoin shall not be responsible for either determining the tax liability of the User or for collecting, reporting or remitting any taxes arising from any transaction undertaken on the Naccoin Platform.
- 6.14. User has reviewed and understood, Crypto currencies like "Bitcoins" are merely software, as reflected in the relevant blockchain and in the public addresses of Users that creates a digital asset, which is not regulated by any central authority and has no independent existence. The price or value of such cryptocurrency is not set or regulated by any central or governmental authorities. Crypto currencies such as bitcoins do not even have an identified creator. We only offer a platform to users for using Naccoin Services set out herein, and performs only the role of an intermediary. Naccoin does not advise on the purchase or sale of any crypto currencies, does not guarantee returns from any investment or transactions, and does not itself buy or sell any of the crypto currencies that are made available for purchase or sale by Users on the Naccoin Platform. Users are cautioned against speculative investments in crypto currencies subjected to risks.
- 6.15. Users shall comply with the Intellectual Property Rights (IPR) policy set out herein and shall not violate the proprietary rights of Naccoin, or of any third party. Users shall not use circumvention or obfuscating technologies to mask their IP addresses, or to hide transaction details, or attempt in any way to conceal or alter information or details that Naccoin is entitled to ascertain, analyze, collect or retain under applicable Law, or in accordance with the terms of the Agreement, the Privacy Policy or the AML Policy. Users shall not create or distribute any technologies for such purposes, or provide any assistance to any other person in any manner for such purposes. Users shall not make any misrepresentation in any communication to Naccoin, or with respect to any information or details rendered to Naccoin at any

time, and shall not otherwise attempt to misinform or misguide Naccoin in any manner. Users are hereby duly informed that Naccoin shall share all such details with regulatory or legal authorities, as required under applicable Law, and the User shall be solely responsible for the correctness and veracity of the contents thereof. Naccoin shall have no liability whatsoever for any inaccuracy or falsehood in any information, document or communication from a User.

- 6.16. Upload any information containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; Do any act that threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevent investigation of any offence or insult any other nation;
- 6.17. User shall take reasonable measures to secure personal devices and information contained on it. User will ensure not circumvent any law in force by changing the technical configuration of personal devices, which has the capability to change their normal course of operation other than what it is supposed to perform
- 6.18. User shall notify Naccoin through support@naccoin.in immediately upon noticing any suspicious activity on their User Account, or any unauthorized use of the User Account or their password or login details, or any breach of security in relation to the User Account. Naccoin shall not be liable for any Loss caused to the User as a result of such unauthorized use or access, if such Loss occurs pursuant to a failure to notify Naccoin in a timely manner.
- 6.19. Naccoin shall take all measures to ensure rendering of its services to User. Naccoin shall however not be responsible or liable for disruption or cessation of Naccoin Services due either to Regulatory, Governmental or Judicial actions or technical issues or due to circumstances beyond their control.

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

- 7.1. Contact Naccoin. If you have any feedback, questions, or complaints, contact us via our Customer Support Email – support@naccoin.in When you contact us please provide us with your name, address, and any other information we may need to identify you, your User Account, and the transaction on which you have feedback, questions, or complaints.
- 7.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint and revert back as soon as possible. Naccoin will not be able to resolve the following complaints, or provide any of the following remedies to any User:
 - 7.2.1. Reversal of wrongful or erroneous transfers of Crypto currencies;
 - 7.2.2. Reversal of transfers from User Accounts due to any of the risk factors set out above, including on account of hacking, virus attacks, denial of service attacks, ransomware, phishing attacks or other data breaches, as well as any fluctuations in the price of cryptocurrencies or any volatility thereof, or on account of any change in applicable Law;
 - 7.2.3. Disruption or cessation of services by any cryptocurrency creator, developer, distributor, miner, server operator or other network participants; or

- 7.2.4. Any technical problems caused to the User due to reasons beyond the control of Naccoin;

8. General Provisions

- 8.1. **Computer Viruses** - We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scare ware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Naccoin. Always log into your Naccoin Account through the Naccoin Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 8.2. **Price** - Crypto currencies are subject to high volatility and price fluctuations. Market forces decide the value of such digital assets and Naccoin cannot be held responsible or liable for price fluctuations or volatility of any Cryptocurrency. There is no guarantee of assured profits to Users from procuring or trading in crypto currencies and there is high possibility of heavy losses including the depletion of the entire valuation of crypto currencies;
- 8.3. **Security** - Naccoin has taken all reasonable efforts to secure its infrastructure. Naccoin however has no control over the infrastructure in which crypto currencies are hosted outside of its own network or over the personal devices of users. Crypto currencies being a digital asset are subject to known and unknown risks, malicious attacks and inadvertent losses. Such digital assets require very high security measures to be undertaken for protection at all levels, including by the User.
- 8.4. **Serviceability:** Naccoin takes best efforts to provide uninterrupted services to its customers but it shall not be responsible or liable for disruptions or cessation of Naccoin Services beyond the control of Naccoin. Naccoin does not give any guarantee for uninterrupted access or against any delay, failure, errors, omissions or loss of transmitted information. Naccoin may suspend use of Naccoin App and Services for maintenance and will take best efforts to give reasonable notice. However, in cases of emergency such prior notice may not be feasible and absence of such notice shall not amount to deficiencies of any nature, which User is hereby required to acknowledge. If Naccoin is required to cease its operations, or to cease to offer any part of the Naccoin Services, in the event of any change in applicable Law, Naccoin shall not be liable for any such cessation or suspension in any manner whatsoever.
- 8.5. **Indemnification** - If you have a dispute with one or more users of the Naccoin services, you release Naccoin, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures', employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Naccoin, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your

breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.6. Limitation of Liability - IN NO EVENT SHALL NACCOIN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE For

8.6.1. Any Loss caused to User due to fluctuations in the price of crypto currencies. Naccoin does not guarantee profits from sale or purchase or transfers of crypto currencies;

8.6.2. Any disruption of service, whereby the User is denied access to their crypto currencies, including those stored on the User Account.

8.6.3. Any Loss caused to the User through loss of any cryptocurrency stored on the User's account for any reason whatsoever, save and except due to a willful and malicious commission or omission by Naccoin directly resulting in such loss. Naccoin shall not be liable for any discontinuation, alteration, suspension or termination of any part of the Naccoin Services caused or occasioned any Force Majeure event (as defined below) or any change in applicable Law with respect to crypto currencies

8.6.4. Any Loss caused to the User due to discontinuation of any cryptocurrency that is being offered through the Naccoin Services.

8.6.5. Any third party for termination of the User Account or for restricting access to the Naccoin Services, which shall be at the sole discretion of Naccoin.

8.6.6. Any Loss caused to User for suspension, cancellation or termination of a User Account, including on account of violation by such User violations of any of the terms of this Agreement, the Privacy Policy, the AML Policy, or any applicable Law.

8.6.7. Any event, for any Claim, shall be limited to the amounts actually received from the User, in INR, as consideration for the services rendered by Naccoin in relation to the transaction to which the Claim relates. If the Claim does not relate to any transaction in particular, then Naccoin liability shall be limited to the amounts actually received from the User, in INR, as consideration for the services rendered by Naccoin in relation to the three transactions immediately preceding the date on which the Claim is made by the User.

8.6.8. User shall not be entitled to any damages for any reason whatsoever including for consequential or compensatory damages against Naccoin for any reasons including suspension, cancellation or termination of the User Account or for cessation of Naccoin Services. The User shall only be entitled to refund / recovery of the amounts credited to the User Account, subject to deductions towards dues owed to Naccoin and other legal, regulatory or statutory dues or those stipulated under applicable Law, and to the permissibility of such refund or recovery under applicable Law. In the event that any crypto currencies lying in any User Account are seized, or Naccoin is unable to access or convert the same into INR for payment to User, Naccoin shall not be held liable or responsible for the same. User is cautioned to avail of the Naccoin Services subject to the above risk. At no point of time will Naccoin, its directors, shareholders, employees, representatives, officers, affiliates or assigns be held liable for any Claims whatsoever for cessation of services or termination of any part of the Naccoin Services or any disruption with respect to access to any User Accounts. All Claims shall be limited to the amounts lying in the relevant User Account, subject to the abovementioned conditions.

8.7. Naccoin makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site. Naccoin will make reasonable efforts

to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Naccoin makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

- 8.8. **Entire Agreement** - This Agreement, the Privacy Policy, I Accept, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Naccoin as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Naccoin. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.
- 8.9. **Amendments** - User hereby consents that we may amend or modify this Agreement and post the revised Agreement on the Naccoin Site, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Naccoin Services, or suspension or termination of your access to the Naccoin Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.
- 8.10. **Recital** - The Recitals, Schedules and Annexures in this Agreement shall form part of this Agreement and the contents thereof shall be read into this Agreement. Headings are for the purpose of easy reference and shall not affect the meaning or interpretation of this Agreement.
- 8.11. **Assignment** - You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Naccoin affiliates or subsidiaries, or to any successor in interest of any business associated with the Naccoin Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 8.12. **Severability** - If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.
- 8.13. **Change of Control** - In the event that Naccoin is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.
- 8.14. **No Advice** - Naccoin does not provide any investment advice in connection with or related to crypto currencies. Any data or details including of the value, range, volatility of any crypto currencies, and events that may affect/have affected the value of any crypto currencies, is for information purposes only. User shall not rely on the same either as advice or inducement to invest in crypto currencies. Naccoin will not be liable for any Loss suffered by User in connection with any transaction involving any crypto currencies.

- 8.15. **Confidentiality** - User recognizes that Naccoin will be given and have access to confidential including sensitive personal information of the User. User hereby agrees and consents to use by Naccoin of such confidential data and information for their commercial use. Naccoin shall take best efforts to keep such information confidential and not to disclose to any third parties except in the course of its business or for marketing, analytical and for processing of such data. This limitation shall however not apply to (a). data already in the public domain; (b). furnishing of data in pursuance of a request from a legal or regulatory authority or order from a Court;. The provisions of this clause shall survive the termination of this Agreement.
- 8.16. **Notice/ Communication** - Any notice or other communication provided for in this Agreement shall be sent only through electronic mail. User hereby agrees to receive electronic or any other form of communication and notifications from Naccoin. Email messages sent over the Internet are not always secure and Naccoin is not responsible or liable for non – receipt of such communication by User. Once the email is dispatched by Naccoin, it shall be deemed to have been served on the User. Naccoin shall be deemed to have received communications from the User only upon actual receipt into the Inbox of the account of the person to whom such communication is addressed and acknowledged. Naccoin shall not be liable or responsible for non – receipt of communications or for any damages incurred by the result of sending email messages over the Internet. All communications to Naccoin shall be at: support@naccoin.in Naccoin shall ensure that any change or modification to the same is uploaded on the Naccoin Website.
- 8.17. **Survival** - All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Naccoin Account cancellation, debts owed to Naccoin, general use of the Naccoin Site, disputes with Naccoin, and general provisions, shall survive the termination or expiration of this Agreement.
- 8.18. **Force Majeure** - We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our 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 our reasonable control and shall not affect the validity and enforceability of any remaining provisions.
- 8.19. **Government Approval** - This Agreement is subject to confirmation by the Government of India of the legality of dealing in Crypto currencies, and in the event that the Government of India were to hold such dealing to be invalid or illegal in India, this Agreement shall stand automatically terminated without further notice to User. Naccoin has provided full disclosure of the current Government and regulatory status with respect to Crypto currencies in India under this Agreement, and the risk involved in dealing with or investing in the same. User is deemed to have understood, agreed to and accepted the risk and costs of such investment.
- 8.20. **Governing Law and Jurisdiction** - This Agreement shall be governed by and construed in accordance with the laws of India and the parties agree to irrevocably submit to the exclusive jurisdiction of the courts in New Delhi, India for the resolution of any disputes arising from this Agreement or in connection therewith or pursuant thereto.
- 8.21. **English Language Controls** - Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The

meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

9. DEFINITIONS

- 9.1. **"INR"** shall mean Indian Rupees.
- 9.2. **"Cryptocurrency"**, means virtual currencies, which are open instruments usable on any online platform and which may be acquired or disposed of only as a digital transaction.
- 9.3. **"Bitcoin"** refers to a type of cryptocurrency, whose creator is identified only as "Satoshi Nakamoto" and which is created using open source software. Bitcoin is not issued by any centralised authority or Government but uses "peer-to-peer technology" to operate, manage transactions and ensure authenticity (for more information on Bitcoins, please refer to <http://www.bitcoin.org>).
- 9.4. **"Claims"** includes any and all charges, complaints, actions, agreements, amounts, damages, claims, liabilities, promises, controversies, damages, or causes of action, litigation, suits, rights, demands, costs, losses, debts, interest, indemnities, fines, penalties, and expenses (including attorneys' consultants', and statutory fees and costs incurred), and obligations of any nature or description whatsoever, past, present, or future, under applicable Law, contract, or in equity, known or unknown, suspected or unsuspected, existing or prospective, irrespective of whether the concerned Party proposes to appeal/challenge such claims.
- 9.5. **"Laws"** means and includes (i) all applicable provisions of all constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances, bye-laws or orders of, or any similar form of decision, interpretation or policy of, or determination by, any governmental or similar authority, (ii) governmental approvals, consents, licenses, registrations, etc., and (iii) orders, decision, injunctions, judgments, awards and decrees of or agreements with any governmental or similar authority.
- 9.6. **"Loss"** means includes all losses, Claims, demands, liabilities, obligations, fines, expenses, costs (including litigation costs and costs of remedying any default or damage caused), and damages (whether or not resulting from third party Claims), taxes, including interests and penalties with respect thereto and expenses, including reasonable attorneys', consultants', and accountants' fees and disbursements.