

HASHUP.IT & HASH TOKEN

Terms of Use

Introduction

These terms and conditions govern the use of the HASHUP.IT Website and its content.

By using this Website you fully agree with these terms and conditions and the privacy policy, as well as the terms of use for the Hash token. If you do not agree with any part of this document, do not use the Website and the Hash token. By using, selling, buying, receiving or transferring a Hash token you agree to these terms of use. At the same time, you acknowledge and agree to the risks associated with the cryptocurrency market and are fully aware of the risks of crypto trading. HashUp p.s.a. is in no way responsible for the risks associated with the use of this Website and the Hash token in all possible forms.

1.1. Provider

The owner of the HASHUP.IT Website is HashUp P.S.A., registered by the District Court in Warsaw under KRS (National Register of Court) number: 0000927509, NIP: 5272974670, REGON: 520231990, based in Warsaw, at Al. Jana Pawła II 27 (hereinafter referred to as "Provider" or "HashUp").

1.2. Definitions

Website - HASHUP.IT Website - address, domain, source code and visual and musical layer belonging to the Provider and used to provide services described in these Terms and Conditions;

Token - HASH token, which is not an investment token or electronic money as defined by the Polish Payment Services Act;

Provider - HashUp P.S.A.;

User - natural or legal person using the Website and/or the token under these Terms and Conditions;

Natural person - a person fully entitled to be a subject of rights and obligations under the relevant legislation;

Legal person - a legal entity created under the relevant legislation, entitled to be the subject of rights and obligations and its own representation;

Services - any services provided by the Provider to the User on the basis of these terms and conditions;

Applicable Laws - the local law applicable to the legal relationship between the Provider and the User;

Third Party Rights - the rights of third parties, including intellectual property rights protected by law;

1.3. Trading cryptocurrencies

Trading in cryptocurrencies carries significant risks. Crypto-asset prices fluctuate constantly, which directly affects the value of the assets held. Each User is responsible on their own for all risks

associated with cryptocurrency trading. The Provider is not and cannot under any circumstances be held responsible for losses caused by Token trading.

The Website - HashUp.it - has not been and is not an exchange, exchange, distributor or broker of cryptocurrencies. The Provider is not an issuer of investment goods or electronic money within the meaning of the Polish Payment Services Act. The Provider does not provide brokerage or brokering services.

Each User is responsible for assessing the nature and legal possibilities of legal trading in cryptocurrencies under their applicable law. The Provider is not responsible for changing the law applicable to the User regarding the legality and rules of trading in cryptocurrencies.

Cryptocurrencies are regulated differently depending on the jurisdiction applicable to Users. The situation on the cryptocurrency market is extremely dynamic. Consequently, each User should carefully analyse the rights, obligations and prohibitions arising from the applicable legislation. The use of the Website and the Token is strictly prohibited if the laws applicable to the User do not allow it.

Investments related to the cryptocurrency market are subject to high risk. All transactions, decisions and investments are made by the User at his/her own risk.

2.1. Terms of Use

1. The Website is intended for private non-commercial use.
2. Use of the Website and the Token constitutes acceptance of these terms and conditions and the privacy policy.
3. The Provider reserves the right to make unlimited changes to the Website and its content, without prior notice to the User.
4. The Website and Token may be used for any purpose consistent with the law.
5. The User undertakes to:
 - a. use the Website and the Token only in the manner prescribed by applicable law, including international law and custom.
 - b. obtain permission from the Provider to use, copy, distribute information, content and data contained on the Website (also through third parties). It is prohibited to use, copy, distribute information, content and data from the Website without the consent of the Provider.
 - c. The User shall respect the intellectual property rights and copyrights of the Provider. In particular, the User may not copy and distribute:
 - Provider's materials in all forms;
 - non-open source technologies.
 - d. obtain permission from the Provider to use the names: "HashUp", "HASH" and "HashUp.it" for purposes other than those customary.
6. The Provider strictly forbids the User:
 - a. to refer to the relationship with the Provider, without the express consent of the Provider;

- b. to use the Website and Token in any manner that is unambiguously contrary to law and/or generally accepted custom;
- c. to provide information, content or data contrary to law and/or custom
- d. to interfere with the operation of the Website and/or Token through the use of malicious software, modification of the source code or other methods;
- e. to carry out activities on the Website aimed at collecting data related to the operation of the Website - in all its forms;
- f. to circumvent the security measures and mechanisms implemented on the Website;

2.2. Subjective exclusions

By using the Website and/or Token, you agree to all the terms and conditions described in this document. In particular, the User agrees to comply with the attitudes:

- not to interfere with the operation of the Website and/or the Token in any form;
- to use the Website and/or Token only for its intended purpose;
- not to interfere with the activities of other Users;
- not to transmit software of a harmful nature;
- not to copy, modify, reproduce, decompile or reverse engineer the Website and/or Token.

The User of the Website and/or Token, must meet the following conditions:

- acceptance of these terms of use for the Website and Token;
- to have full legal capacity under the laws applicable to him;
- to use the Website and/or Token in a manner consistent with the provisions of the law and customary practice in force;
- be aware of the risks and dangers associated with the cryptocurrency market.

In particular, the User of the Website and/or Token may not be:

- a resident of the United States of America, Cuba, Crimea and Sevastopol, Iran, Syria, North Korea or any other country whose laws prohibit services provided by the Provider;
- A person possessing inside information about the Provider;
- Any person involved in criminal activity, including financial crime;
- any person designated by the Provider whose actions raise concerns.

3. Anti Money Laundering / Know Your Customer

The Provider is an institution obliged under the provisions of the Polish Anti-Money Laundering and Countering the Financing of Terrorism Act to comply with AML/KYC procedures to the extent provided for in the Act as part of its activities relating to:

- private sale;
- Initial Coin Offering.

The detailed terms and conditions and description of AML/KYC procedures are described in a separate document - AML/KYC Policy, which is available on the Website.

If you are a participant in a Private Sale or Initial Coin Offering, you are required to read and comply with the requirements of the KYC/AML procedure as described in the aforementioned document. If you do not accept any element of the AML/KYC Policy, you may not use the Website and/or Token.

4. Modification of terms

The Provider reserves the full right to modify these terms and conditions without prior notice to the User at any time. The current version of the terms and conditions is available on the Website.

Continued use of the Website and/or Token after the modification of the terms of use is tantamount to acceptance of the modification.

It is the sole responsibility of the User to keep track of changes to the terms of use.

5. Personal data

By using the Website, the User accepts the privacy policy which defines the scope and method of administration and processing of the User's personal data. If the User does not accept the privacy policy, it is forbidden to use the Website.

6. intellectual property

The Provider reserves full intellectual property rights and copyrights in the technology, information, content and data contained in the Website.

The User is not entitled to reproduce, copy, publish, modify or duplicate any technology, information, content or data contained on the Website.

The foregoing provisions also apply to subcontractors and subsuppliers of the Provider and to the technology, information, content and data owned by them.

7. Non-financial advisory

All information, content and data on the Website is not intended as investment advice or educational material and may not be qualified as such.

Publications on the Website are for information purposes only and may include calculations, forecasts and forward-looking statements. These publications are speculative in nature and are not to be considered as advice. Conclusions drawn from these publications may prove to be erroneous and detached from actual market events. The Provider is not responsible for the accuracy of publications and is not obliged to update information, content and data contained in publications.

8. Exclusions of liability

In particular, the Provider shall not be liable for:

- Information, content and data published by third parties;

- Accuracy of information, content and data published on the Website with the actual state of affairs;
- Consequences of the User's actions undertaken in connection with the Provider's activity, the Website, the Token - in particular of financial nature.

The Provider is not obliged to ensure the availability and quality of the Website and/or Token based on any standards. The User acknowledges and accepts that the services provided by the Provider may contain errors, limited availability and may not meet all needs and expectations of the User.

In particular, the Provider is not responsible for any financial or non-financial consequences on the part of the User resulting from the use of the Website and Token.

The Provider does not ensure and is not obliged to provide the services in accordance with the due diligence provisions.

9. Force majeure

In the event of any force majeure event, the Provider shall not be liable for the consequences of its actions or lack thereof.

10. Wallet connection

The Provider is not responsible for any problems and issues with the connection between the Website and crypto-assets wallet. By using the “connect wallet” option on the Website User agrees to take full responsibility for the safety of collected assets.

The user will not take any legal actions against the Provider associated with using the “connect wallet” option.

11. Agreement

These terms and conditions and all legal notices and disclaimers published on the Website shall be deemed to be the contents of a contract between the User and the Provider. Any prior stipulations between the parties are not binding.

The User agrees to defend, indemnify and hold harmless the Provider from any and all liabilities, claims and expenses that arise from the use or misuse of the Website and/or Token.

12. Jurisdiction

Any claims arising under these terms and conditions shall be governed by the laws of the Republic of Poland, excluding its conflict of law rules.

The User acknowledges and accepts that all disputes and claims filed against the Provider shall be resolved before a court having jurisdiction over the Provider's registered office.

13. Transfer of rights

The provisions of these terms and conditions may be transferred by the Provider to any other entity, without the consent of the User.

The provisions of these terms and conditions may not be transferred by the User to any other entity.

14. Termination of the agreement

The Provider has the full and indefinite right to terminate the contract concluded with the User for any reason and in particular in the case of violation of these terms and conditions by the User.