

## **Terms of use**

**IMPORTANT: YOU MUST READ THE FOLLOWING DISCLAIMERS BEFORE PROCEEDING**

These terms ("Terms" or "Terms of Use") of use are issued by Face2Face to persons who have expressed an interest in digital currencies. These Terms of use and their subject matter have not been and will not be registered under any legal or regulatory regime, nor have they been reviewed or approved by any regulatory authority. This document is not a prospectus and may not be used for the purposes of, and does not constitute or form part of an offer or invitation or a solicitation of an offer, for the purchase or acquisition of digital currencies in any jurisdiction. Face2Face does not hold itself out as carrying out any regulated activity in any jurisdiction, it offers only a platform for the exchange of digital currencies ("Services").

This kind of Services is only available to sophisticated users who are knowledgeable and experienced in the features and risks of relevant digital platforms, digital assets, blockchain and smart contracts. You should determine for yourself the relevance of the information contained in this document, as supplemented from time to time, and the need for additional enquiry, research and advice. Any decision to use these Services should be based upon such independent investigation and advice as you deem necessary. These Terms should not be considered as a recommendation to make use of the Services.

You must read these Terms of use carefully before making any decision to access to the Services.

If you are in any doubt as to any aspect of these Terms of use, or as to the Services to be used, you should consult a professional adviser.

### **Introduction**

These Terms of Use and any announcements made on the site which may vary these Terms of use from time to time represent the entire understanding, and constitute the whole agreement between the Face2Face and the users of digital currencies.

The English version of a document, including these Terms, and any translation, the English version prevails. Only the English version of these Terms and Conditions shall have legal effect.

By signing up to use the Face2Face's platform, APIs, or mobile applications, you agree that you have read, understood, and accept all of the terms and conditions contained in this agreement, as well as the Privacy Policy and other requirements set up on the site, you represent and warrant that you are permitted by the laws of any jurisdiction applicable to it to have access to the Service and has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorisations from any governmental and regulatory bodies or third parties) required to have access to the Services as contemplated in these Terms, to perform your obligations under these Terms and to acquire, receive and hold digital currencies generally.

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors of the site, users and others who access or use the Services.

If you do not accept and comply with any of the provisions of the Terms of Use, or if the Terms of Use are contrary to your national law or to the law of your location, you shall not access this site and do not use any of the Face2Face Services, otherwise, you are liable for all losses and damages to the Service or to the third parties, caused by your failure to follow the Terms of Use.

## **1. SCOPE OF THE SERVICES**

- 1.1. The Services allow all Users of the Platform to exchange digital currencies with other Users.
- 2.2. Depending on the User's place of residence, the User may not be authorized to use all the functions of the Site. It is the User's responsibility to follow those rules and laws in his/her place of residence and/or place from which the User accesses this Site.
- 2.3. The User acknowledges and agrees that, when completing transactions, he/she is exchanging with other Users, Face2Face acts only as an intermediary in such transactions, not as counterparty to any exchange.

## **2. USER'S RIGHTS AND RESPONSIBILITIES**

- 2.1. The User has the right to enter and use the Site and the Services, as long as he/she agrees to and actually complies with the Terms of Use. By using the Site, the User agrees to accept and comply with the terms and conditions stated herein.
- 2.2. The User undertakes to read the entire Terms of Use carefully before using the Site or any of the Services provided by Face2Face.
- 2.3. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.
- 2.4. The User undertakes to monitor all and any changes on his/her Account, including but not limited to the balance matters.
- 2.5. The User undertakes to immediately (i.e. right after the moment of discovery) inform Face2Face about any unusual, suspicious, unclear or abnormal changes on his/her Account. In case of late informing or non-informing the User will be liable for the breach of the Terms of Use and Face2Face will have the right to take any further steps accordingly, including but not limited to report to the relevant authorities.
- 2.6. The User agrees that, whenever the Transaction is made, the Platform sends and receives the digital currencies to/from the Accounts.
- 2.7. The User undertakes to notify Face2Face immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to Face2Face. Any User who violates the mentioned rules may be terminated, and thereafter held liable for losses incurred by Face2Face or any user of the Site.
- 2.8. The User undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.
- 2.9. The User is responsible for any and all damages caused and all liability actions brought against Face2Face for infringement of third party rights or violation of applicable laws.
- 2.10. Nothing in the Terms of Use excludes or limits the liability of the User for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.
- 2.11. Users are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.

## **3. USER'S REPRESENTATIONS AND WARRANTIES**

- 3.1. By using the Services, User expressly represents and warrants that he/she:
- follows the rules and laws in his/her country of residence and/or country from which he/she accesses this Site and Services;
  - has accepted these Terms of Use;
  - is of sufficient age to access to the Services and is a person with full legal capacity under the laws of the jurisdiction where he/she is domiciled or maintains citizenship
- 3.2. The User represents and warrants that he will only use the Platform to perform Transactions in accordance with the conditions set forth in these Terms and that he is duly authorized and have the capacity to enter into the Transactions on the Platform.
- 3.3. The User represents and warrants that the digital currencies he/she uses for the Transactions belong to the User and derived from legal sources.

3.4. The User represents and warrants that he/she will withdraw any digital currencies only to his/her wallets, otherwise Face2Face does not hold any liability for the consequences of such withdrawal.

3.5. The User represents and warrants that all Transactions being carried out do not violate the rights of any third party or applicable laws.

#### **4. RIGHTS AND RESPONSIBILITIES**

4.1. Face2Face has the right to suspend and block all User's transactions, in case of non-fulfilment or undue fulfilment of the Terms of Use by the User.

4.2. Face2Face undertakes to provide Services with the utmost effort, due care and in accordance with these Terms of Use.

4.3. Face2Face's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the digital currencies transferred.

4.4. To the extent permitted by law, Face2Face is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms of Use by the User.

4.5. Face2Face is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection, or any reason why the site is unavailable at any given time.

4.6. In the case of fraud, Face2Face undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

#### **5. FACE2FACE'S REPRESENTATIONS AND WARRANTIES**

5.1. Face2Face shall provide the Services with reasonable care and skill and in accordance with these Terms of Use.

5.2. All Transactions made on the Platform, will be managed in an anonymous manner so that Users are not acquainted with each other. The Transaction Price is calculated on the basis of actual market price matched orders made by Users participating in the exchange process on the Platform combined with the applicable Transaction fees.

#### **6. MAINTENANCE**

6.1. The Site is for the User's personal and non-commercial use only. Face2Face is vigilant in maintaining the security of the Site and the Services.

6.2. Face2Face reserves the right to recommend amount limits for funding/withdrawal. Face2Face could recommend daily, monthly and per one-transaction amount limits.

6.3. The User is responsible for maintaining the confidentiality of information of his Transactions made on the Platform.

#### **7. TRANSACTIONS**

7.1. The Platform allows the User to realize the Transactions of exchange of digital currencies.

7.2. The User recognizes that the Transactions should only be submitted after careful consideration and the User understands and accepts consequences of its execution. The User agrees that as soon as the Transactions is executed, such transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the User's Orders and will be considered to have taken place at the execution date and time.

7.3. Minimum Transaction amount for Ethereum (ETH) is 0.001. If the amount is less than 0.001, the Transaction will not be executed.

## **8. TRANSACTION FEE**

8.1. The User agrees that Face2Face applies the Transaction fee for each completed Transaction.

8.2. Prior to exchange, the User must consider Transaction fee rates published on the site. Face2Face reserves the right to change Transaction fee rates from time to time publishing updates on the site.

8.3. Transaction fee is shown and automatically charged off in the currency indicated while the relevant Transaction.

8.4. For specific type of orders, the Transaction fee may differ from those published on the site. Transaction fee rate shall be disclosed before the order execution.

8.5. The Transaction fee, other charges, as well as the charge procedure can be changed/reviewed unilaterally by Face2Face from time to time and such changes shall become effective the moment they are posted on the Site.

## **9. SECURITY**

9.1. The User is only responsible for the divulgence, destruction or loss of the private key relating to the digital currencies wallets

9.2. The User must contact Support Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of his digital currencies wallets, login details, password or other security features.

## **10. SERVICES AVAILABILITY**

10.1. All Services are provided "AS IS", without guarantees of any kind, either express or implied.

10.2. Face2Face will strive to keep the Site up and running; however, all online services suffer from occasional disruptions and outages, and Face2Face is not liable for any disruption or loss you may suffer as a result. Thus, Face2Face does not provide any guarantees that access to the Site will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

10.3. Face2Face will use reasonable endeavors to ensure that the User can normally access the Site in accordance with the Terms of Use. Face2Face may suspend use of the Site for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

## **11. FINANCIAL OR LEGAL ADVICE**

Face2Face does not provide any financial, investment or legal advices in connection with the Services provided by Face2Face. Any decision to exchange digital currencies is the User's decision and Face2Face will not be liable for any loss suffered.

## **12. TAXATION**

12.1. The User undertakes to pay all his/her taxes and duties, which can be resulted from the use of Face2Face Services and should be paid according the User's state of residence regulations.

12.2. Face2Face does not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Use shall be governed by and construed in accordance with the laws of the United Kingdom, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with this website and these Terms of Use shall be submitted to the United Kingdom Court in London, as the Court of first instance. If any portion of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

### **14. INDEMNITY**

The User agrees to protect, defend, indemnify and hold harmless Face2Face and its owners, employees and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, attorneys' fees) imposed upon or incurred by Face2Face directly or indirectly arising from

- (i) the User's use of and access to this Site or the Services found at this Site;
- (ii) the User's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or
- (iii) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Use or the User's use of this Site or the Services found on this Site.

### **15. MODIFICATIONS AND AMENDMENTS**

Face2Face reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. The changes will become effective, and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after the publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services. The User agrees that Face2Face shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

### **16. TERMINATION OF THE TERMS OF USE**

16.1. The User may terminate the Terms of Use at any time, following settlement of any pending transactions.

16.2. The User also agrees that Face2Face may, may at any time and for any reason immediately terminate these Terms of Use without prior notice or the need to specify reasons, including but not limited if:

- it reasonably considers it is required to do so by the application of any laws or regulations by any government, authority or public body (including but not limited to any regulatory body of any jurisdiction);
- it determines that performing its obligations under these Terms of Use is no longer commercially viable.

## **17. FORCE MAJEURE**

If Face2Face is unable to perform the Services outlined in the Terms of Use due to factors beyond its control including but not limited to an event of Force Majeure, change of law or change in sanctions policy Face2Face will not have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

## **18. LINKS TO THIRD-PARTY WEBSITES**

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Face2Face. Face2Face assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Face2Face does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Face2Face from any and all liability arising from your use of any third-party website. Accordingly, Face2Face encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.