Crypto Swap (exchange) Terms and Conditions

Rev. 25.10.2024

Document's contents

Please, read these Terms carefully. By accepting these Terms and using our services, you agree to be legally bound by these Terms and all terms incorporated by reference. If you don't agree with these Terms or any of its Clauses, you shall immediately cease to use our services.

1. General Provisions

1.1. These Terms regulate relations pertaining to the using of the website https://emcd.io(hereinafter – "Website").

1.2. The following terminology applies to these Terms:

- **"User"**, **"You"** and **"Your"** refers to you, the natural person (individual) accessing the Website, using our services through the Website and accepting these Terms.
- **"EMCD"**, **"Services"**, **"Ourselves"**, **"We",** and **"Us"** refers to the company EMCD Struct LTD., duly organized under the laws of the Republic of Seychelles.
- **"Party"** refers to either you or us. For the avoidance of any doubt, the contracting Parties under these Terms are you and EMCD.
- **"Digital Asset"**, **"Cryptocurrency"** refer to blockchain-based software ledger data entries.
- **"Exchange"** means the swap of a crypto asset for another or the same one crypto asset, or the conversion of a fiat currency to cryptocurrency and vice versa.
- **"Crypto Assets"** means a type of assets that can be transferred only and exclusively using blockchain technology, including, but not limited to digital coins and digital tokens, and any other digital mediums of exchange.
- **"Classic Rate Exchange"** means a classic rate cryptocurrency exchange performed at the current most profitable rate on the market, at which the Service does not guarantee this rate.

1.3. These Terms are open and public document. The current effective version of the Terms is located here: https://emcd.io/b2b-swap/ .

1.4. In these Terms, unless otherwise specified, the words importing the singular include the plural and vice versa, and the words importing gender include all genders.

1.5. The user accepts that the Terms of Use may be updated by EMCD at any time. If the user does not read and accept the Terms of Service, the User should not use or continue using the Services.

2. Using of Services

2.1. By using the website, you accept these Terms and agree that you are responsible for compliance with all applicable laws, and regulations.

2.2. Accepting the terms of the classic Exchange option, also called "Classic Rate Exchange," means you acknowledge and agree that the information about the Exchange rates for the classic rate option is indicative and may differ slightly from the actual Exchange rate.

The following may be offered if the cryptocurrency market changes significantly during the Exchange:

- To proceed with the exchange at the current market rate.

2.3. EMCD shall complete the exchange if the following requirements are met:

- The deposit for the exchange was sent within the specified time frames (limits) from the exchange's creation.
- The deposit for exchange is within the set exchange limits (minimum and maximum amount).
- We received the crypto asset in a short time after the User created the exchange. It is important to note that a payment transmitted to the blockchain network does not mean that EMCD accepts this payment. The number of payment confirmations is determined by us depending on the blockchain.
- The user sent the crypto asset to a specially generated address on the exchange page. Addresses for each exchange are disposable and cannot be used again.
- The user sent the exact amount that was displayed on the website, as well as took into account all relevant withdrawal fees and network fees.

2.4. When you exchange crypto assets, you acknowledge and agree that we cooperate with (a) third-party liquidity providers and (b) in limited cases, third-party exchange service providers (including but not limited to **ByBit Exchange**). We can use their services to complete the exchange.

2.5. For the exchange via our Services, our system automatically generates a one-time address.

2.6. The Website provides non-custodial services, which means that we do not store your Digital Assets on deposits and balances. EMCD utilizes the services of licensed third-party providers to facilitate certain aspects of its operations and services. By using EMCD's services, you acknowledge and agree that these third-party providers may collect, use, and share information related to your transactions and activities on the platform in accordance with their respective policies and terms of service, unless prohibited by applicable laws or regulations.

2.7. By accepting these Terms and using the Website, you represent and warrant that:

- you are at least 18 years old and have full capacity to contract under the applicable law;
- are not located in, under the control of, or a national or resident of the prohibited jurisdictions (Section 10 hereunder);
- you are only transacting on the Website with legally-obtained funds that rightfully belong to you;
- you have not previously been suspended or removed from using the Website and our services;
- you are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Website and our services;
- you are comporting with and obeying these Terms and all applicable laws;
- you shall use the Website and our services only for the purposes related to personal non-commercial use and you do not represent any third party;
- you understand that engaging in the change of the Cryptocurrency may be risky;
- you acknowledge and agree that EMCD is not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity, and no communication or information provided to you by EMCD shall be considered or construed as advice;
- you shall not mislead other Users and third parties during using the Website;
- you will not take any action aimed solely at causing damage to EMCD or other third parties;
- you shall not reverse engineer, decompile or otherwise disassemble the Website or any EMCD's software;
- recognizing the international nature of the Internet, you accept all responsibility for compliance with all local laws and regulations relating to your actions in the network;

- you agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that EMCD provides in connection with your use of the Website and our services;
- you understand and acknowledge that any delays in services are possible;
- you shall not use proxy and VPN or other software for concealing your IP-address.

2.8. The Website is accessible 24 hours per day, 7 days per week. However, EMCD reserves the right, without providing notice or compensation, to temporarily suspend the Website or access to the Website in order to carry out work including, but not limited to: updates, maintenance operations and amendments to the servers, etc.

2.9. In order to protect the integrity of the Website, EMCD reserves the right at any time in its sole discretion to block users who violate these Terms, without giving any reason.

2.10. Please note there are certain specifics in respect of deposits:

- If you make a deposit for an amount less than the limit specified on the exchange page, your transaction will not be processed.
- If you make a deposit for an amount greater than the limit specified on the exchange page, your transaction will be processed at the upper limit of the specified limit and funds in excess of the exchange limit will not be exchanged and will be refunded.
- If you send a deposit in a coin or token that does not match the coin specified when creating the exchange, EMCD will not process the exchange and the funds will be permanently lost.

- If you do not provide the necessary data for the transaction, such as Memo or Tag, when sending the funds, the transaction will not be processed and the funds will be irretrievably lost.

3. AML/KYC Procedure

3.1. The Users don't need to create accounts: you don't need to register or log in to use the Website. However, EMCD uses an automated risk management system to check all the transactions made by the Users.

3.2. By accepting these Terms you agree to pass through the AML/KYC procedure, which may be applied to you or may be requested at any time.

3.3. The third party responsible for KYC/AML verification is ByBit Exchange. Therefore, ByBit Exchange's AML policies are applicable for exchange purposes.

3.4. During the AML/KYC procedure, third party reserves the right to request additional information and documents, including but not limited to scan of your ID document valid in your country and additional information of the funds' origin.

3.5. In limited cases (e.g. if the transaction is suspected of being connected to illegal activities, or if your identity verification is needed in order to pass the AML/KYC procedure, etc.), we reserve the right to freeze your exchange transaction for any period of time necessary to complete the investigation and AML/KYC procedure.

While the investigation is ongoing, third party reserve the right to transfer the frozen funds to a cold storage. It would be done for ensuring their safekeeping

3.6. If you deny to pass through the AML/KYC procedure or don't provide the requested documents and information, EMCD has the right to refuse to execute your transactions (current and future).

3.7. By accepting these Terms, you agree and warrant to provide true, accurate, current and complete information about yourself and take full responsibility for its accuracy, completeness and veracity.

3.8. For more information, read the official Rules of Anti-Money Laundering and Combating The Financing Terrorism Compliance Control here: https://www.bybit.com/app/terms-service/information

3.9. If a User's exchange has been stopped for a KYC check due to an alert from EMCD's risk-management system, EMCD provides the User with a link where they can pass the verification procedure in a safe and secure manner.

3.10. The verification time window has no limitations, and the User can refuse to pass the procedure; in that case, the User will not be provided with a refund. However, please note that due to applicable AML regulations EMCD may be required to carry out additional procedures and conduct investigation in case the User refuses to pass the KYC verification, and thus the refund may take up to three months.

In limited cases (if the transaction is suspected of being connected to illegal activities) we reserve the right to freeze your exchange transaction for any period of time necessary to complete the investigation and AML/KYC procedure.

4. Personal Data

4.1. By accepting these Terms, you expressly allow EMCD to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located.

4.2. We are entitled to transfer some User's data (including IP-addresses) to our business partners or governmental bodies at their request to facilitate the prevention and disclosure of prohibited or illegal actions. By accepting these Terms, you acknowledge and agree that your personal data may be transferred in this way.

4.3. For more information, read the official EMCD's Privacy Policy here: https://emcd.io/static/privacy.pdf

5. Prices, Exchange Rates and Confirmations

5.1. Cryptocurrency and Digital Assets are highly experimental and risky.

5.2. EMCD's conversion service attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without Users necessarily being aware of these changes.

5.3. For normal orders, the exchange rate you receive is calculated at the time your payment is accepted. Due to varying security between blockchain, your payment is typically considered "accepted" from six to twenty blocks confirmation. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by EMCD of that payment.

5.3.1. It's important to note that there might be situations where a third-party service provider, including but not limited to ByBit Exchange, may provide an estimated rate at EMCD Website.

5.4. The EMCD's interest (the EMCD's remuneration for the use of its services and the Website) is included in the final rate of the User's change transactions. You don't need to pay additional fees directly to the EMCD, unless otherwise provided by these Terms.

5.5. Please, contact the customer support (support@emcd.io) for more information on exchange rates and prices.

5.6. Please note that for blockchain technology, network fees are subject to change. If you make a deposit more than 30 minutes after your exchange has been created, or send a deposit amount that differs from the one specified during the exchange's creation, we cannot guarantee that the network fees will not affect the amount of cryptocurrency you will receive.

5.7. It is your responsibility to determine what, if any, taxes apply to the changes you complete via the Website and our services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that EMCD is not responsible for determining whether taxes apply to your exchanges or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

5.8. Please be aware that there might be instances where the Exchange rate presented on our platform differs from rates offered by other services or exchanges provided by other companies. These differences may arise due to the dynamic nature of the cryptocurrency market and because the rates at our liquidity providers may differ significantly from the sources. It's important to note that EMCD holds no liability for such variations in rates compared to external sources. Please note that EMCD does not hold liability for rates displayed on external resources. We advise all Users to verify the actual rates displayed by Us before initiating any exchanges through our platform. While We are dedicated to providing accurate and timely information, we cannot assume responsibility for discrepancies in rates with external resources. Users are advised to exercise prudence and consider the inherent volatility of the digital asset market when making exchange decisions.

6. Returns and Refund Policy

6.1. Cryptocurrency and Digital Assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. We cannot be responsible for any risk in use of the Website, including but not limited to exchange rate risk and market risk. All sales and transactions after the EMCD exchange are final and the amount is non-refundable.

6.2. If an error occurs with a User's exchange or interface on the User's side of the transaction, the "Order Status" page on the Website will indicate whether or not the failed exchange will result in a refund of the User's deposited Digital Asset or the outgoing Digital Asset to which the User was exchanging.

6.3. The Digital Asset deposited by the User will be refunded to the User if the "Order Status" page either:

- indicates the exchange failed by displaying "failed" message; or,
- indicates the exchange got stuck in "awaiting exchange", "pending confirms" or "awaiting deposit" stages.

6.4. The outgoing Digital Asset will be exchanged and sent to the User if the "Order Status" page indicates a successful exchange by displaying "Done" or "Completed".

6.5. Any decisions by EMCD with respect to refunds or exchanges are final.

6.6. Please, note:

- All transactions from EMCD to the User's outgoing Digital Asset wallet shall be subject to all posted fees, including but not limited to miner fees.
- The process of exchanging digital assets depends on the blockchain network (transaction queue, commiseration, etc.).
- Unsupported Digital Assets that are deposited into our system to unrelated wallets cannot be extracted or returned. EMCD reserves the right to handle

this on a case-by-case basis. Any decisions by EMCD with respect to such Digital Assets being deposited when no longer supported are final.

- Transactions below the minimum limits determined on the Website can not be completed.

- When the User provides a destination address, this is the only address that output funds can be sent to. Any decisions by EMCD with respect to refunds in these circumstances are final.

- When the User requests the refund, it can be issued either to the initial address or the refund address specified at exchange creation only. The refund cannot be issued to a new address. To request a refund the User should contact EMCD's support team at (support@emcd.io). Any decisions by EMCD with respect to refunds are final.

- EMCD only accepts one (1) deposit per transaction ID (TXID). If your funds are deposited in a TXID with more than one (1) deposit, you will need to contact support to receive a refund. The exchange rate will not be honored and your exchange cannot be completed.

- **WARNING: There are fake websites pretending to be EMCD's Website (aka "phishing scams"). They use a misspelled URL that looks like "emcd.io" in order to trick the Users into sending them funds. DO NOT USE ANY SERVICE THAT ISN'T EXACTLY LOCATED AT THE DOMAIN: "EMCD.io".**

EMCD is not responsible for funds that have been sent to these fake phishing sites. It is important that all Users shall verify they are visiting the correct URL (EMCD.io) on their own and search for the security certificate in the URL bar of their browser.

Also, never trust private messages, solicitations or requests for funds from people claiming to be EMCD unless you have verified that it is an official request from a EMCD's employee.

In case of doubt, contact us directly to verify any messaging. Stay diligent - and please report any phishing scams to our team (compliance@emcd.io).

6.7. If there are any changes in the cryptocurrency market and the User decides to take any advantages of the Website's vulnerability, EMCD can not complete the exchange transactions of such User.

6.8. If you accidentally sent BCH to a SegWit BTC address that belongs to EMCD, we will not be able to make a refund.

6.9. Please note that token refunds sent to our ERC-20 address incorrectly also may not be refundable.

6.10. According to financial theft victim reports, in limited cases EMCD is able to stop funds stolen from a client or a company.

Please note that the transaction might be stopped after the trading stage, depending on the time the report was received. In such cases, we will be able to return the funds in the asset to which the exchange was made (to-currency). In order to return such funds, EMCD will need a request from a Law Enforcement Authority, which clearly states that the mentioned funds should be returned. The digital copy of the request should be sent to our address: compliance@emcd.io. Once the copy is received, we can issue a refund to an initial or refund address specified in the exchange within 3 business days.

6.11. In limited cases EMCD may store User's funds. The period during which the User's funds are stored by EMCD is limited to 1 calendar year. After that EMCD cannot guarantee the safe-keeping of the unclaimed funds.

Upon the User's request, EMCD will make every possible effort to return unclaimed funds after the period ends. However, EMCD shall not be responsible for the result. All the fees charged for return transactions shall be paid by the User.

6.12. Fake tokens or Imitation tokens mean tokens that have no value. Despite mimicking the existing project and having the same name or logo, such tokens do not have the contract address of the project. EMCD checks the contract of the sent token, and if it does not match the official token contract, the deposit will not be recognized by the system. In case of receiving Fake tokens or Imitation tokens to its deposit address, EMCD shall not exchange or return such tokens.

6.13. EMCD accepts only one deposit for each created exchange, which means that you cannot simultaneously create multiple exchange transactions and send funds to several deposit addresses in one transfer (transaction hash).

6.14. Please note that we cannot guarantee refunds in the event of a cryptocurrency being delisted or devalued. Additionally, if a user is under investigation by Law Enforcement Agencies or there are other reasons to withhold funds, we cannot guarantee refunds. We want to make it clear that we are not responsible for any loss in value of the cryptocurrency during the holding period and are not obligated to provide compensation.

6.15. If User makes an error during the deposit process, such as, but not limited to:

- Sending funds on a network other than the one specified during the exchange creation stage;
- Sending a coin or token other than the one specified during the exchange creation stage;
- If applicable, sending a coin or token that needs an additional ID (commonly known as 'memo'), either without furnishing the necessary memo or by supplying an incorrect one;
- Sending a coin or token that are not supported by our Service.

In this case, the funds will be irrevocably lost with no possibility of recovery.

7. Indemnification

7.1. You agree to hold harmless and indemnify EMCD from and against any third party claim arising from or in any way related to:

- your breach of the Terms;
- your violation of applicable laws, rules or regulations in connection with the Website and our services,

including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs of every kind and nature.

7.2. In such a case, EMCD will provide you with written notice of such claim, suit or action; will provide you the opportunity to control the defence and/or settlement of

such claim, suit or action; and will provide you reasonable assistance in such defence or settlement, upon reasonable request and at your expense.

8. Disclaimers

8.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT EMCD'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

8.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND OUR SERVICE IS AT YOUR SOLE RISK AND THAT THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

8.3. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EMCD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE WEBSITE, SERVICES OR ANY APPLICATIONS OR EXTERNAL SITES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT CORRECTNESS, ACCURACY AND RELIABILITY.

8.4. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EMCD DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE WEBSITE AND SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE WEBSITE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) DATA PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE OR (D) THE WEBSITE

OR ANY CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability

9.1. SUBJECT TO SECTION 8 ABOVE, YOU UNDERSTAND AND AGREE THAT EMCD SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF EMCD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. SUBJECT TO SECTION 8 ABOVE, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE EMCD TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE WEBSITE OR SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE 500 USD.

9.3. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis.

10. Prohibited Jurisdictions

10.1. By accessing and using EMCD's services and the Website, you represent and warrant that you are not located in, or are not a citizen or resident of: United States of America, United Kingdom, Canada, Hong Kong, or any country subject to restrictions or sanctions related to cryptocurrency usage. List of counties with restrictions or sanctions related to cryptocurrency usage:

- North Korea,
- Cuba,
- Iran,
- Uzbekistan,
- Russian-controlled regions of Ukraine (currently including the Crimea, Donetsk, and Luhansk regions),
- Syria,
- or any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion.

Please be advised that upon creating an account, you can access EMCD's premium features, subject to the applicable terms: https://emcd.io/static/tos.pdf

10.2. EMCD maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its services to certain countries.

10.3. EMCD also maintains the right to use various methods to prevent the use of the Website and its services by the Users listed above. You are to comply with this Section, even if EMCD's methods to prevent use of its services and the Website are not effective or can be bypassed.

10.4. Use of the Website is void where prohibited by applicable law.

10.5. EMCD has the right to obtain your IP-address. If the IP-address is allocated in the prohibited jurisdiction (Section 10 hereunder), EMCD can deny you access to the Website and provide services.

11. Permissible Use

11.1. Use of the Website may carry financial risk, and is to be used as an experimental software utility only.

11.2. When accessing or using the Website, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Website and our services.

11.3. Without limiting the generality of the foregoing, you agree that you will not:

- damage, disable, overburden or impair the functioning of the Website in any manner;
- use the Website and our services to pay for, support or otherwise engage in any illegal activities (such as illegal gambling activities, fraud, money-laundering or terrorist activities);

- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access to the Website or to extract data;
- you shall not distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.

12. Termination

12.1. These Terms shall enter into force for the User since the use of the Website and shall be in force for an indefinite period.

12.2. EMCD reserves the right to suspend your access to the Website for any reason, including but not limited to breaches of these Terms, in its sole and absolute discretion, immediately without prior notice and without liability.

12.3. EMCD reserves the right to terminate or block your access to the Website for any reason, including but not limited to breaches of these Terms, in its sole and absolute discretion, immediately without prior notice and without liability.

12.4.EMCD shall not give reasons for its actions.

12.5. Upon any termination of these Terms, Sections 2 – 11, 14 – 17 shall survive.

13. Modifying the Website

13.1. EMCD is constantly changing and improving the Website and its services.

13.2. EMCD has the right to add or remove functionalities or features to the Website, or add or create new limits for using the Website and its services at any time.

14. Governing Law and Arbitration

14.1. These Terms are governed by the laws of the Republic of Seychelles. These Terms are to be treated in all respects as a Republic of Seychelles contract.

14.2. We and you irrevocably and unconditionally submit to the exclusive jurisdiction, venue, and forum of the Republic of Seychelles, and all courts competent to hear appeals therefrom.

15. Links to Third Party Sites

15.1. The Website may contain links or submit access to the third parties sites and to the content displayed on such sites which is the result of intellectual activity of the third parties and protected in accordance with the applicable laws. EMCD does not check these sites and the content displayed on them for compliance with the applicable laws. EMCD is not responsible for any information or content displayed on such sites to which the User gets access through the Website, including, any opinions or statements expressed on such third parties sites.

15.2. The User confirms that since the User will pass to the link on the Website to the site of the third party, the relations between the EMCD and the User shall terminate and the EMCD is not responsible for the accuracy of the information displayed on the websites of the third parties, use the services and content of the third parties by the User, the validity of such use and quality of the services and content displayed on the third party's sites.

16. Copyright Protection

16.1. Using the Website does not give you ownership of any intellectual property rights in the Website, any software or the content you access.

16.2. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties.

16.3. Use of search queries comprising a direct domain name or the brand name such as (but not limited to) emcd,, EMCD.io, etc. is prohibited in paid SEA advertisements used to attract affiliates. Violation of this rule may result in exclusion from the affiliate program (included, but not limited to, blocking of API keys and forbidding of profit withdrawal).
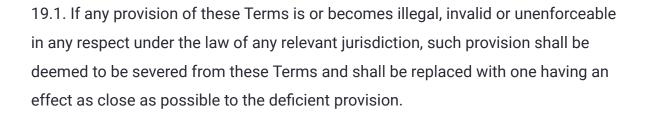
17. Modifications

17.1. EMCD reserves the right to change, amend, or modify these Terms at any time. We will provide you with notice of such changes by updating the "Last Updated" date at the top of these Terms. The updated Terms will take effect immediately upon posting on the Website.

17.2. By using the Website, you agree to be bound by the then-current version of these Terms. Herewith continuation of the usage of the Website after making changes or amendments to these Terms means acceptance of the User of such changes or amendments, and therefore the User shall regularly monitor changes in these Terms.

18. Assignment

18.1. EMCD may transfer rights and obligations under these Terms to third parties without the additional consent of the User.

18.2. The User is entitled to assign its rights and obligations under these Terms to any third party only with prior written consent of EMCD. These Terms constitute the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the transactions contemplated in these Terms.

19. Severance and Validity

19.1. If any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall be deemed to be severed from these Terms and shall be replaced with one having an effect as close as possible to the deficient provision.

19.2. The remaining provisions of these Terms will remain in full force.

20. Costs

20.1. Nothing in these Terms shall be construed as creating a joint venture, an agency relationship or a legal partnership between Parties.

20.2. EMCD has the right to involve third parties for the fulfilment of its obligations.