

Terms and Conditions

These Terms and Conditions ("Terms") contain important information about the basis on which services are provided by Nomad Digital Assets, a company incorporated in England & Wales.

The Terms will constitute a legal agreement ("Agreement") between You and **Nomad Digital Assets Limited** ("Crypta.one", "we", "us" and "our") at the address 60 St Martins Lane, Covent Garden, London, England, WC2N 4JS. By signing up to use an account through Crypta.one, or any associated websites, application programming interfaces ("APIs") you agree that you have read, understood, accept and will be bound by the Terms as well as our Privacy Policy, Cookie Policy and E-Sign Consent.

TERMS OF SERVICE

1. Basic Crypta.one Services

1.1. Eligibility. To be eligible to use the Crypta.one Services, you must be **at least 18 years old**.

Your eligibility to access certain Crypta.one Services also depends on the country in which you reside. You are responsible for ensuring that you comply with any applicable local law requirements.

1.2. Crypta.one Services. Your Crypta.one account ("Crypta.one Account") encompasses the following basic Crypta.one services:

- One or more hosted digital currency wallets that allow users to store certain supported digital currencies, e.g. Bitcoin, Ethereum and others (each a "Digital Currency"), and to track, transfer, and manage their supported Digital Currencies (the "Hosted Digital Currency Wallet");
- Digital to FIAT Currency, and vice versa, conversion services through which users can buy and sell supported Digital Currencies in transactions with Crypta.one (the "Conversion Services");

The risk of loss in trading or holding Digital Currency can be very high. You should consider very carefully whether trading or holding Digital Currency is appropriate for you in relation to your financial circumstances.

2. Creating a Crypta.one Account

2.1. Registration of Crypta.one Account. In order to use any of the Crypta.one Services, you must first register by providing your name, an email address, password, other identification information and affirming your acceptance of the Terms. Crypta.one may, in our sole discretion, refuse to allow you to establish a Crypta.one account or limit the number of Crypta.one Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the Crypta.one Services, including certain transfers of Digital Currency and/or government-issued currency ("you will be required to provide Crypta.one with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Crypta.one if any information changes.

2.3. Fraud Protection You authorize Crypta.one to perform all necessary Anti-Money Laundering (AML) and Know Your Client (KYC) checks in order to verify your identity and/or protect against fraud. These may include queries in respect of identity information contained in public reports (e.g., your name, address, past addresses, or date of birth) and/or associated with your linked bank account (e.g., name or account balance). We may take any action we reasonably deem necessary based on the results of such checks. You further authorize any and all third parties, to whom any inquiries or requests may be directed, to fully respond to such inquiries or requests.

3. Hosted Digital Currency Wallet

3.1. In General. The Hosted Digital Currency Wallet services allow you to send supported Digital Currency to, and request, receive, and store supported Digital Currency from, third parties pursuant to instructions you provide through the Crypta.one Site (each such transaction is a "Digital Currency Transaction"). Crypta.one reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a court order, or other binding government order or to enforce transaction limits. Crypta.one cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currencies that Crypta.one, in its sole discretion, decides to support. The Digital Currencies that Crypta.one supports may change without notice, from time to time. If you have any questions about which Digital Currencies Crypta.one currently supports, please send an email to support@crypta.one. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported by Crypta.one. Crypta.one assumes no responsibility or liability in connection with any attempt to use Crypta.one Services for digital currencies that Crypta.one does not support.

3.2. Digital Currency Transactions. Crypta.one processes supported Digital Currency according to the instructions received from its users. We do not guarantee acceptance of any Digital Currency until the Currency has been verified in a manner acceptable to Crypta.one. You should verify all transaction information prior to submitting instructions to Crypta.one. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly and will not be included in your Currency Account balance or be available to conduct transactions. Crypta.one may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. Crypta.one will calculate the network fee at its discretion, although Crypta.one will always notify you of the network fee at or before the time you authorize the transaction.

3.3. Digital Currency Storage & Transmission Delays. Crypta.one securely stores all Digital Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Crypta.one to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or credit of such Digital Currency Transaction for 48 hours or more. You acknowledge and agree that a Digital Currency Transaction facilitated by Crypta.one may be delayed or remain in an uncompleted state.

3.4. Third Party Payments. Crypta.one has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Crypta.one Services). Crypta.one is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the Crypta.one Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Crypta.one Support at support@crypta.one so that we may consider what action to take, if any.

3.5. Advanced Protocols. Crypta.one does not support side chains, metacoins, colored coins or another derivative, enhanced, or forked protocols, coins or tokens which act in conjunction with a Digital Currency already supported by Crypta.one (collectively, "Advanced Protocols"). We advise against attempting to use your Crypta.one account to send, receive, store, request or transact in any way using an Advanced Protocol. We would like to advise our clients that the Crypta.one platform does not have the capability of detecting, storing, or returning Advanced Protocols. Crypta.one assumes absolutely no responsibility or liability whatsoever regarding Advanced Protocols.

3.6. Operation of Digital Currency Protocols. Crypta.one does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In most cases, the underlying protocols are open source, and

this means that anybody can use, modify, copy and/or distribute them. By using the Crypta.one platform(s), you agree and acknowledge: (a) that Crypta.one has no responsibility in the running and operation of the underlying protocols that govern the operation of Digital Currencies and that Crypta.one makes no guarantee of their availability, functionality or security; and (b) that the underlying protocols can be subject to sudden changes in the operating rules, this can also be referred to as "forks," and that such forks could have a material effect on the function, name and/or value of the Digital Currency that you have stored on the Crypta.one platform. Should a fork occur, you agree that Crypta.one may temporarily suspend any and/or all operations (with or without any advance notice to you) and that, in its sole discretion, Crypta.one will decide on whether or not to support the forked protocol and will decide whether or not to cease support of the entire protocol (original and forked). You acknowledge and agree that Crypta.one assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. Conversion Services

4.1. General Info. Eligible users in certain jurisdictions may buy or sell supported Digital Currency through the Conversion Services. The Conversion Services are subject to the Crypta.one "**Conversion Rate**" for the given transaction. "Conversion Rate" means the price of a given supported Digital Currency amount in terms of FIAT Currency or other Digital Currency as quoted on the Crypta.one Site. The Conversion Rate is stated either as a "Buy Price" or as a "Sell Price," which is the price in terms of FIAT Currency or Digital Currency at which you may buy or sell supported Digital Currency to Crypta.one. You acknowledge that the Buy Price Conversion Rate may not be the same as the Sell Price Conversion Rate at any given time and that Crypta.one may add a margin or "spread" to the quoted Conversion Rate. You agree, as a condition of using any Crypta.one Conversion Services, to accept the Conversion Rate as the sole conversion metric. Crypta.one reserves the right to delay any Conversion Service transaction if it perceives a risk of fraud, market manipulation or illegal activity. Crypta.one does not guarantee the availability of its Conversion Service, and the act of purchasing supported Digital Currency from Crypta.one does not result in a guarantee that you may sell your supported Digital Currency to Crypta.one.

4.2. Purchase Transactions. After successfully completing the Identity Verification process, you may purchase supported Digital Currency. You authorize Crypta.one to accept funds from your selected payment method(s) in settlement of all transactions. A Conversion Fee (defined below) applies to all purchase transactions. Although Crypta.one will attempt to deliver supported Digital Currency to you as promptly as possible, funds may be debited from your Currency Account before Digital Currency is delivered to your Crypta.one wallet. We will make best efforts to fulfill all transactions, but in the rare circumstance where Crypta.one cannot fulfill your purchase order, we will notify you. Sufficient funds in your Currency Account will remain blocked from withdrawal or further Digital Coin purchase until the transaction has been completed at which point you authorize Crypta.one to remove from your Currency Account the purchase price of the Digital Currency and any and all fees associated with the processing of said purchase.

4.3. Sale Transactions. After successfully completing the Identification Verification process, you may sell supported Digital Currency in exchange for supported FIAT currencies. All externally received Digital Currency will be subject to a verification process, which may take up to 3 business days. Post verification, such Digital Currency will be available for conversion. Should you choose to convert your Digital Currency to one of the supported FIAT currencies, the conversion price less any and all associated fees will be deposited in your Currency Account and ready for withdrawal within 48 hours. You authorize Crypta.one to send funds to your selected and pre-verified account. An applicable Conversion Fee (defined below) applies to all transactions. Your external receipt of funds will depend on the payment type and may take up to three or more business days.

4.4. Conversion Fees. Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to you on the Crypta.one Site prior to you completing a Conversion Service transaction. You can view the current fees applicable to your location and payment method on our Fees page. Crypta.one reserves the right to adjust its Conversion Fees and any applicable waivers at any time. We will use best endeavours to notify you of the Conversion Fee(s) which applies to your transaction, both at the time of the transaction and in each receipt we issue to you.

4.5. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your Currency Account has insufficient funds, you will be unable: to make purchases of value greater than the value in your Currency Account, which must include any and all fees due to Crypta.one, to cancel the transaction or to debit your other payment methods, including Crypta.one balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance. **Crypta.one reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s), if Crypta.one suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a court order, or other government order; if Crypta.one reasonably suspects that the transaction is erroneous; or if Crypta.one suspects the transaction relates to a Prohibited Use or a Prohibited Business as set forth below. In such instances, Crypta.one will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.**

4.6. Payment Services Partners. Crypta.one may use a third-party payment processor to process any FIAT Currency payment between you and Crypta.one, including but not limited to payments in relation to your use of the Conversion Service or deposits or withdrawals from your Currency Account.

5. Payment Services

5.1. Currency Accounts. Approved users may establish and fund one or more Currency Accounts to facilitate transactions on Crypta.one. You are the owner of the balance of each of your Currency Accounts. Crypta.one holds the balance of your Currency Accounts in segregated custodial accounts with authorized financial institutions. All funds held in a Currency Account are held in trust by Crypta.one for the benefit of the user.

5.2. Deposits and Withdrawals. You may initiate a transfer from your linked bank account to fund a Currency Account. Fees may apply to deposits and withdrawals from your Currency Account. All fees will be clearly disclosed in your Crypta.one Account. For deposits, Crypta.one will credit your Currency Account with a corresponding amount of FIAT Currency after funds are delivered to Crypta.one. Depending on the payment method you choose, this can take up to two to three business days after you initiate the deposit before it is credited to your account. For withdrawals, Crypta.one will immediately debit your Currency Account when you give authorization. Withdrawal and delivery of funds will typically settle back to you within two to three business days. Bank fees are netted out of transfers to or from Crypta.one. We will not process a transfer if associated bank fees exceed the value of the transfer.

5.3. Refund rights. You will be able to use the Crypta.one Services immediately upon your Crypta.one Account activation, however, residents of High-Risk Countries will not be able to use their bank accounts or wire transfer services to fund their Crypta.one Accounts or to exchange Digital Currency for a FIAT Currency.

UNLESS OTHERWISE PROVIDED BY THIS AGREEMENT, ALL TRANSACTIONS ARE NON-REFUNDABLE AND IRREVOCABLE AND CANNOT BE CHANGED ONCE COMPLETED. It is your responsibility to provide Crypta.one with the precise and correct instructions related to a transaction initiated by you. Crypta.one is not liable for an outcome of any transaction performed as a result of incorrect or misleading information provided by you.

If an unauthorised transaction occurs, we will refund you the amount of that transaction within one business day of you notifying us and will restore your Currency Wallet to the state it would have been in had the unauthorised transaction not taken place. Generally, you will not be liable for losses incurred after you have notified us of the unauthorised use of your Currency Wallet or if we have failed at any time to provide you with the means for notifying us; however:

- If you act fraudulently or you intentionally or negligently fail to carry out your obligations under this Agreement, you will be liable for all resultant losses incurred by you or us.

Where there is a dispute between us and you regarding an unauthorised transaction, we may temporarily credit your Currency Wallet whilst we settle the dispute. Where we determine that the transaction was authorised, we may reverse that credit and correct errors made in any statement of Currency Wallet without prior notice to you. You will

also be liable to us for any amount you have transferred that was temporarily credited to your Currency Wallet.

Where a transaction is made incorrectly (e.g. through our error) we shall refund to you the amount of that transaction without undue delay and restore your Currency Wallet to the state in which it would have been had the transaction not have taken place, although we will endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any reasonable amounts of interest which you can show that you have had to pay as a consequence of any incorrect or incomplete transaction. Irrespective of our liability, on your request, we shall try to trace any incorrect or incomplete transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

6. General Use, Prohibited Use, and Termination

6.1. Limited License. We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Crypta.one Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by Crypta.one from time to time. Any other use of the Crypta.one Site or Content is expressly prohibited and all another right, title, and interest in the Crypta.one Site or Content is exclusively the property of Crypta.one.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the Crypta.one Site, the Crypta.one Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Crypta.one Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Crypta.one Site.

6.3. Third-Party Applications. If, to the extent permitted by Crypta.one from time to time, you grant express permission to a third party to access or connect to you Crypta.one Account, either through the third party's product or service or through the Crypta.one Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Crypta.one Account. Further, you acknowledge and agree that you will not hold Crypta.one responsible for, and will indemnify Crypta.one from, any liability arising out of or related to any act or omission of any third party with access to your Crypta.one Account. If another person accesses your account with your permission or

due to your negligence (for example, not keeping your login details and password private or leaving your computer unattended without logging out) you are responsible for all their actions and any losses they may incur on your account. You may change or remove permissions granted by you to third parties with respect to your Crypta.one Account at any time through the Account Settings (Integrations) page on the Crypta.one Site.

6.4. Prohibited Use. In connection with your use of the Crypta.one Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use as such terms are defined in Appendix 1. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Crypta.one Account and/or block transactions or freeze funds immediately and without notice, if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.5. Transactions Limits. The use of all Crypta.one Services is subject to a limit on the amount of volume, stated in FIAT Currency terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Crypta.one Account and visit the verification page. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. Crypta.one reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at support@crypta.one. We may require you to submit additional information about yourself or your business or provide records (such process, "Enhanced Due Diligence"). Crypta.one reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6.6. Suspension, Termination, and Cancellation. Crypta.one may: (a) suspend, restrict, or terminate your access to any or all of the Crypta.one Services, and/or (b) deactivate or cancel your Crypta.one Account if:

- required by any applicable laws or regulations, you breach these Terms; or
- we reasonably suspect you of using your Crypta.one Account in connection with a Prohibited Use or Prohibited Business; or
- use of your Crypta.one Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Crypta.one Account activity; or
- our service partners are unable to support your use; or
- you take any action that Crypta.one deems as circumventing Crypta.one's controls, including, but not limited to, opening multiple Crypta.one Accounts or abusing promotions which Crypta.one may offer from time to time; or

· your transaction behavior brings Crypta.one into disrepute and/or there is perceived market manipulation and/or attempted market disruption.

If Crypta.one suspends or closes your account or terminates your use of Crypta.one Services for any reason, we will provide you with written notice of our actions. Unless a court order or other legal process prohibits Crypta.one from providing you with such notice. You acknowledge that Crypta.one's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Crypta.one's risk management and security protocols. You agree that Crypta.one is under no obligation to disclose the details of its risk management and security procedures to you.

If your Crypta.one Account is deactivated or cancelled and you fail to transfer Digital Currency and/or funds associated with your Hosted Digital Currency Wallet(s) and/or your Currency Account(s) within ninety (90) days thereafter unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a court order, Crypta.one shall be entitled to transfer such Digital Currency and / or funds into such other account(s) and for such period as it may deem desirable for the purpose of holding such funds. If Crypta.one suspends or closes your account or terminates your use of Crypta.one Services for any reason Crypta.one reserves the right to require you to re-complete the Identification Verification process before permitting you to transfer or withdraw Digital Currency or FIAT Currency.

You may cancel your Crypta.one Account at any time by withdrawing all balances and by visiting your account. You will not be charged for cancelling your Crypta.one Account, although you will be required to pay any outstanding amounts owed to Crypta.one. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Closure of account: You can close your account by writing to us at support@crypta.one

6.7 Relationship of the Parties. Crypta.one is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Crypta.one to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Crypta.one to be treated as the agent of the other.

6.8 Password Security and Contact Information. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Crypta.one Services. Any loss or compromise of the information and/or your personal information may result in unauthorised access to your Crypta.one Account by third-parties and the loss or theft of any Digital Currency and/or FIAT funds held in your Crypta.one Account(s) and any associated accounts, including your linked bank account(s) and/or credit card(s). You are responsible for keeping your email address

and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to the compromise of account login credentials due to no fault of Crypta.one and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Crypta.one Account information has been compromised, contact Crypta.one Support immediately at support@crypta.one

6.9 Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Crypta.one Services, and to collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Crypta.one Account.

6.10 Unclaimed Property. If Crypta.one is holding funds in your account, and Crypta.one is unable to contact you and has no record of your use of the Services for 6 months, applicable law may require Crypta.one to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Crypta.one will try to locate you at the address shown in our records, but if Crypta.one is unable to locate you, it may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. Crypta.one reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

7. Customer Queries, Complaints, Feedback and Dispute Resolution

7.1. Contact Crypta.one. If you have any feedback, questions, or complaints, contact us via email at: support@crypta.one

When you contact us please provide us with your name, address, and any other information we may need to identify you, your Crypta.one 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 via our live chat service on our Customer Support webpage. If a complaint is raised via email. A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided, and any information provided by Crypta.one. Within four weeks of our receipt of your complaint the Officer will address your complaint by sending you an email ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; or (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. Resolution Notice, Crypta.one may treat your response as if it has been submitted on time.

7.3. Appeals. In the event that you reject an offer or determination ("Rejection"), please set out the reasons for the Rejection and include any additional information that you believe is pertinent to your complaint. Any Rejection will be treated as an application to appeal the offer or determination set out in the Resolution Notice. Our Customer Appeals Committee ("Appeals Committee") will impartially consider your complaint (including any additional information provided). We will acknowledge your Rejection within two business days of its receipt provided that you contact us in the prescribed electronic way, and within ten business days if you contact us in any other way. Within four weeks of our receipt of the Rejection the Appeals Committee will address your complaint by sending you an email ("Final Notice") in which the Appeals Committee will: (i) uphold the Resolution Notice; or (ii) reject the Resolution Notice. Notwithstanding its decision regarding the Resolution Notice, the Appeals Committee may also make a new offer to resolve the complaint. Upon receipt of the Final Notice, you will have 14 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Final Notice. Crypta.one may extend the deadline for you to accept the offer. Failure to respond to a Final Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. For consumers only: if you fail to respond to a Final Notice and file a claim in a competent court, your failure may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

7.4. Offers. Any offer made under this Section 7 will only become binding on Crypta.one if you accept the offer by following the instructions provided by Crypta.one within the stated time frame. Any offer under this Section 7 will not constitute any admission by Crypta.one of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against Crypta.one regarding the subject matter of the complaint.

7.5. Claims. This provision only applies to consumers. You agree to use the complaints procedure of this Section 7 before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

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, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or another 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 Crypta.one. Always log into your Crypta.one Account through the authorized Crypta.one Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2 Release of Crypta.one; Indemnification. If you have a dispute with one or more users of the Crypta.one services, you release Crypta.one, 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 Crypta.one, 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 any breach of this Agreement or any violation of any law, rule or regulation, or the rights of any third party.

8.3 Limitation of Liability. In no event shall Crypta.one, its affiliates and service providers, or any of their respective officers, directors, agents, joint ventures, employees or representatives, be liable (a) for any amount of the supported digital currency on deposit in your Currency Account or (b) for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Crypta.one site or the Crypta.one services, or this agreement, even if an authorized representative of Crypta.one has been advised of or knew or should have known of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

The Crypta.one services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory to the maximum extent permitted by applicable law, Crypta.one specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. Crypta.one does not make any representations or warranties that access to the site, any part of the Crypta.one services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

Crypta.one makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site. Crypta.one 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 Crypta.one makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Crypta.one 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 Crypta.one. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of

this Agreement. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.5 Amendments. We may amend or modify this Agreement by posting on the Crypta.one Site, and the revised Agreement shall be effective immediately and/or at a date in the future notified in the revised agreement. 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 Crypta.one shall not be liable to you or any third party for any modification or termination of the Crypta.one Services, or suspension or termination of your access to the Crypta.one Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavour to provide you an advanced notice via our website and/or email before the material change becomes effective.

8.6 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 Crypta.one affiliates or subsidiaries, or to any successor in interest of any business associated with the Crypta.one 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.

8.7 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.

8.8 Change of Control. In the event that Crypta.one 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.

8.9 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, Crypta.one Account cancellation, debts owed to Crypta.one, general use of the Crypta.one Site, disputes with Crypta.one, and general provisions, shall survive the termination or expiration of this Agreement.

8.10 Governing Law. This Agreement will be governed by the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

8.11 Liabilities. 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 labour 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.

8.12 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.

Contact us

Questions or comments regarding this Terms & Conditions can be submitted to Crypta.one by email or phone as follows:

Email: **support@crypta.one**

Physical Address: 60 St Martins Lane, Covent Garden, London, England, WC2N 4JS