

CCX EXCHANGE TERMS OF SALE

1. GENERAL INFORMATION

- 1.1. CCX Exchange is a trade name of Coti Exchange (Gibraltar) Limited, Royal Ocean Plaza, 42 Ocean Village Avenue, Ocean Village, Gibraltar GX11 1AA (“**CCX Exchange**”, “**we**”, “**our**,” or “**us**”). We provide a service to convert digital currency through our proprietary website (the “**Exchange**”). Your use of the Exchange is governed by the Terms and Conditions and these terms of sale (“**Terms of Sale**”).
- 1.2. “**CCX Coins**” means CCX Exchange’s native virtual currency issued by CCX Exchange via the Exchange in relation to facilitating an exchange for the Merchant Offering offered on the Participating Merchant’s Website in exchange for payment by means of CCX Coins, subject to these Terms and Conditions.
- 1.3. The “**Merchant Offering**” shall mean the goods and/or services offered and/or supplied by the Participating Merchant to the Purchaser via the Participating Merchant’s Website.
- 1.4. The “**Participating Merchant**” means an individual and/or legal entity that in the course of its business activity sells goods and/or services (the “**Merchant Offering**”) to its end buyers (the “**Purchaser**”) via its website (the “**Participating Merchant’s Website**”) which accepts payment in CCX Coins units pursuant to terms and conditions governed by an agreement between CCX Exchange and the Participating Merchant, has accepted the Terms and Conditions and consents to the use of the Exchange in order to receive payment from Purchasers in CCX Coins in exchange for delivering the Merchant Offering to the Purchasers. It is understood that CCX Exchange does not offer, sell, supply and/or provide any of the Merchant Offering to the Purchaser, but rather provides the CCX Coins conversion and/or sale services via the Exchange.
- 1.5. The “**Purchaser**”, “**you**”, “**your**” means an individual and/or legal entity (subject to applicable rules and regulations) that desires to buy Merchant Offerings via the Participating Merchant’s Website, has accepted the Terms and Conditions, Terms of Sale and consents to the use of the Exchange in order to convert funds in fiat currency into CCX Coins for the purpose of buying the Merchant Offering with the CCX Coins.
- 1.6. We honor EUR currency exchange value of CCX Coins purchased via the Exchange as-applied to any purchases you make from a Participating Merchant’s Website which accepts CCX Coins units as a form of payment in exchange for the Merchant Offering.
- 1.7. We reserve the right to change or modify these Terms of Sale at any time and in our sole discretion. The amended Terms of Sale will be effective immediately and apply to all use by you of the Exchange thereafter. We encourage you to review these Terms of Sale each time you make a purchase to ensure that you understand the terms and conditions that apply to your transactions done through the Exchange.

2. PURCHASER REPRESENTATIONS

- 2.1. By using the Exchange, you represent and warrant that:
 - (i) You are of legal age to form a binding contract and in no case younger than 18;

- (ii) You have not previously been suspended or removed from using the Exchange through a different Participating Merchant's website;
 - (iii) You have full power and authority to enter into these Terms of Sale and in doing so you will not violate any other agreement to which you are a party;
 - (iv) If you are using the Exchange on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and that you are duly authorized by such legal entity to act on its behalf.
- 2.2. In order to use the Exchange, you will be required to open an account (the "**Purchaser Account**") via the Exchange and to complete CCX Exchange's compliance procedure by submitting the following KYC (Know Your Customer) documents to the Participating Merchant: (i) valid Passport; (ii) Utility Bill stating name and address, not older than 3 months; (iii) Credit Card, front side only showing name and last 4 digits, back side with CVV covered.
- 2.3. When you create a Purchaser Account, you agree to: (i) provide accurate, truthful and current information; (ii) use your account and the Exchange only for yourself, not to share access with others, and not conduct transactions for others; and (iii) promptly notify us if you discover or otherwise suspect any security breaches or misuse related to your account.
- 2.4. You promise not to provide any false data including false names, addresses and/or contact or payment details, or engage in any unlawful activity in connection with the use of the Exchange, or allow anyone else to do so. We reserve the right to deny your access to the Exchange in the event your KYC documents do not pass the verification process or if you fail to provide any KYC documents as requested.

3. PURCHASING WITH CCX COINS

- 3.1. In the event you choose to buy a Merchant Offering using CCX Coins as payment, at the time of purchase you will choose to be re-directed to the Exchange where you will agree to purchase CCX Coins from the Exchange (based on an exchange rate set by CCX Exchange) and further agree for these CCX Coins to be sent through to the Merchant and thereafter to receive the Merchant Offering from the Merchant.
- 3.2. Following the said purchase of CCX Coins, you will receive a confirmation email describing the said purchase and conversion details.
- 3.3. The CCX Coins price for the purchase will remain valid for a limited amount of time, and the CCX Coins exchange rate and/or purchase price may be updated from time to time at CCX Exchange's discretion.
- 3.4. We expressly reserve the right to cancel your request to use the Exchange at any time if we reasonably suspect that you have committed or that you may be committing any fraud against us, any affiliated third party of ours or a Participating Merchant.
- 3.5. A Participating Merchant may have its own terms and conditions applicable to the offer and/or sale of the Merchant Offering. No provision of any such Participating Merchant terms and conditions shall amend or replace any provision of these Terms of Sale.
- 3.6. Unless expressly stated otherwise, purchasing with CCX Coins does not entitle you to receive the Merchant Offering at a specific time and you are strongly recommended to contact the Participating Merchant in order to give you the best chance of

- securing your preferred time for the supply and/or provision of the Merchant Offering. We cannot influence the supply and/or provision of the Merchant Offering.
- 3.7. In the event that a Participating Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, you understand that it is the Participating Merchant's sole responsibility to notify you as soon as possible and to offer you a refund in accordance with the Participating Merchant's terms and conditions, for which we are not responsible and won't be held liable at any time.
 - 3.8. Any actions done in the Exchange by you will be deemed to have been carried out at your sole discretion and authorization and if you give permission to a third party to take any actions on your behalf the third party will be deemed to have agreed to these Terms of Sale same as you. Any attempt to make a purchase order contrary to these Terms of Sale may be declined at our sole discretion.
 - 3.9. We may impose limits on the amount of CCX Coins that you can purchase via the Exchange in any single day and/or change the limitations as we deem necessary or appropriate from time to time. You acknowledge that your use of the Exchange and/or purchase of CCX Coins are solely your responsibility and we will not be responsible under any circumstances for any lost or stolen CCX Coins.
 - 3.10. We shall assume no responsibility and/or liability in the event that the agreement governing the terms and conditions between us and the Participating Merchant is terminated for any reason which affects in any way your use and/or access, whether existing or anticipated, to the Exchange.

4. SETTLEMENTS, CANCELLATIONS AND REFUNDS

- 4.1. All CCX Coins transactions will be communicated in Euro (EUR). If you live outside Slovakia you should check the laws of your country for laws regarding the use of CCX Coins currency; by making the Exchange available to you, we do not represent that the use of the Exchange is legal in any form or manner. We assume no responsibility on usage of CCX Coins currency in countries that do not allow the use of this virtual currency.
- 4.2. You acknowledge that financial institutions may have specified cut off times for the receipt and dispatch of electronic payments and that we shall assume no responsibility and/or liability for any consequence attributable to the arrival of funds or instruction of payment after the relevant cut off times.
- 4.3. For the avoidance of doubt, we do not offer any refund service. All exchanges processed for the Participating Merchant and/or the Purchaser will be final and irreversible subject to our Refund Policy. Any refunds that the Purchaser wishes to process must be handled directly by the Participating Merchant without our involvement.
- 4.4. You acknowledge that we are not responsible for the supply or provision of the Merchant Offering and that in the event of a cancellation request we will be unable to refund you any funds in fiat currency and/or CCX Coins. All virtual currency purchases are final and there are no refunds or cancellations, except as otherwise provided in these Terms of Sale or as required by law. We do not have the ability to facilitate any cancellation or modification requests therefore all purchases done with CCX Coins are irreversible.
- 4.5. We reserve the right to refuse to make a conversion to CCX Coins at any time, in our sole discretion, before completing such conversion. Once the CCX Coins are converted, this shall constitute full and final completion of our services to you.

- 4.6. You acknowledge that the Participating Merchant is the seller of the Merchant Offering to you, and he/she is the party who is entering into a contract with you for the sake of executing a purchase transaction for the Merchant Offering. Therefore, you acknowledge that the Participating Merchant is solely responsible to you for providing the Merchant Offering.
- 4.7. If the Participating Merchant has not properly provided you with the Merchant Offering, or if you have a complaint regarding the provision of the Merchant Offering, you must raise the matter with, and/or take action against, the Participating Merchant directly. This is because the Participating Merchant is solely responsible for the supply and/or provision of the Merchant Offering and/or the Participating Merchant Website.

5. ACCEPTABLE USE

- 5.1. By accessing and using the Exchange, 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.
- 5.2. You further agree that you will abide by these Terms of Sale and will not:
 - (i) Use the Exchange in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Exchange, or that could damage, disable, overburden or impair the functioning of the Exchange and/or the CCX Coins currency in any manner.
 - (ii) Use the Exchange to pay for, support, or otherwise engage in any illegal activities, including, but not limited to illegal gambling; illegally acquired music, movies or other content; sexually-oriented materials or services; fraud; money-laundering; terrorist financing; or the purchase or sale of illegal or controlled substances.
 - (iii) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Exchange or to extract data.
 - (iv) Use any hardware or software to bypass, disable, or interfere with the Exchange, or the KYC documents verification process.
 - (v) Use or attempt to use another user's account without authorization.
 - (vi) Attempt to circumvent any content filtering techniques we employ or attempt to access any service or area of the Platform that you are not authorized to access.
 - (vii) Develop or deploy any third-party applications, software, or hardware that interacts with the Exchange without our prior written consent.
 - (viii) Provide false, inaccurate, or misleading information to us; and
 - (ix) Encourage or induce any third party to engage in any of the activities prohibited under these Terms of Sale.

6. ASSUMPTION OF RISK

- 6.1. You acknowledge that CCX Coins is not backed or value guaranteed by any financial institution; when making payment with CCX Coins you assume all risk that the CCX Coins may become worthless in value. You should research and consider the risks

before accepting and/or using any CCX Coins. We make absolutely no guarantee about the future value of the CCX Coins.

- 6.2. You acknowledge that CCX Coins is a decentralized software that could be exposed to third-party hacking operations; we are not responsible and will not be held liable in any such case the Exchange is hacked by any third party and/or in the event the Exchange computers and/or servers are hacked by any third party, and as consequence: (i) any of your money is stolen or lost, be it funds in fiat currency or CCX Coins, and/or (ii) any of your data, including but not limited to, email, phone number, password, credit card and any other sort of information is compromised.
- 6.3. You acknowledge and agree that there are risks associated with utilizing the Exchange including, but not limited to, the risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your personal information and other information stored with us.
- 6.4. You acknowledge and agree that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Exchange, no matter how caused. We take no responsibility for and will not be liable for any losses, damages or claims arising from the use of the Exchange, including, but not limited to, any losses, damages or claims arising from (i) server failure or data loss or (ii) "phishing," viruses, third-party attacks, or any other unauthorized third-party activities.
- 6.5. It is your responsibility to determine what, if any, transactions you complete using the Exchange, and any profit or loss you obtain therefrom. You are responsible for any sales, use, value-added or similar transfer taxes that are imposed in connection with CCX Coins transaction. We reserve the right to collect or recover such taxes from you at any time where required or permitted by applicable law.

7. LIMITATION OF LIABILITY

- 7.1. Except as expressly provided to the contrary in a writing by us, the Exchange and/or CCX Coins units are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Exchange, including the information, content and materials contained therein.
- 7.2. We are not liable for any breach of an obligation under these Terms of Sale where we are hindered or prevented from carrying out our obligations by any cause outside of our reasonable control.
- 7.3. In no event shall we, our directors, shareholders, officers, members, employees, affiliates or agents be liable to you for any special, direct, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort including but not limited to negligence or otherwise, arising out of or in any way connected with the use of or inability to use the Exchange and/or 123 Coins, including without limitation any damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the Exchange, records, programs or services.

7.4. In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of and/or inability to use the Exchange and/or CCX Coins at any time exceed the amount of \$250 during the 6 months immediately preceding the date of any claim giving rise to such liability.

8. INDEMNITY

8.1. You agree to defend, indemnify, and hold us harmless, and each of our officers, directors, shareholders, members, employees, agents and affiliates, from any claim, demand, action, damage, loss, cost, or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (i) your use of, or conduct in connection with the Exchange and/or CCX Coins; (b) your violation of these Terms of Sale; or (c) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

9. TERMINATION

9.1. Notwithstanding anything to the contrary herein, we reserve the right, without notice and in our sole discretion, to terminate your permission to use the Exchange and to block or prevent your future access to and use thereafter.

10. MISCELLANEOUS

10.1. The invalidity or unenforceability of any of these Terms of Sale shall not affect the validity or enforceability of any other of these Terms of Sale, all of which shall remain in full force and effect.

10.2. Sections 4, 5, 6, 7, 8, 9 and 10 shall survive any termination or expiration of these Terms of Sale.

10.3. If you are in breach of these Terms of Sale and we do not take action against you, this does not mean to imply in any way that we have waived its rights and remedies with regard to your aforesaid breach. We may still take action or exercise its rights and remedies for that action, or any other situation, where you breach your obligations under these Terms of Sale.

10.4. Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending us a notice for the purpose of legal process) or by pre-paid post. Any notice that we send to you will be to the address you supplied to the Participating Merchant. You can send us any notice at the office address at Royal Ocean Plaza, 42 Ocean Village Avenue, Ocean Village, Gibraltar GX11 1AA.

10.5. Any disagreement or dispute between you and us arising under, in connection with or in relation to these Terms of Sale shall be resolved exclusively and finally by confidential binding arbitration in accordance with the procedures set forth in this Section 15. The arbitration shall be conducted in Gibraltar, or such other location as the parties mutually agree. The arbitration proceedings will be conducted in accordance with, and pursuant to, the then most applicable rules of arbitration (the "**Arbitration Rules**") of the International Chamber of Commerce. A single neutral arbitrator ("**Arbitrator**") shall be selected pursuant to the Arbitration Rules; provided, however, that, notwithstanding the Arbitration Rules, each party shall have

the right to pre-emptively challenge any Arbitrator that has previously arbitrated any matter for either party. The Arbitrator will have the same power (but no greater power) to grant all appropriate legal and equitable relief, both by way of interim relief and as a part of the final award, as may be granted by any court of competent jurisdiction, in order to carry out the terms of this Agreement (including declaratory and injunctive relief and damages). The Arbitrator shall render an award and written opinion explaining the award, and the decisions and award of the Arbitrator shall be final and binding upon the parties. All awards and orders of the Arbitrator, including interim relief, may be enforced by any court of competent jurisdiction. The parties agree that the award of the Arbitrator may be enforced against the parties to the proceeding or their assets wherever they may be found and that a judgment upon the award may be entered in any court having jurisdiction thereof. The parties hereto hereby waive to the fullest extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal. In the event of any conflict between the Arbitration Rules and the provisions of this Section 10.5, this Section 10.5 shall control.

Last updated: 6th December, 2017