

CCX EXCHANGE TERMS AND CONDITIONS

1. GENERAL

- 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 convert digital currency through our proprietary website (the “**Exchange**”). Your use of the Exchange is governed by these terms and conditions (“**Terms and Conditions**”).
- 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 “**Participating Merchant**” means a third party 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 these 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.
- 1.4. The “**Purchaser**” 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 these Terms and Conditions 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.
- 1.5. 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.
- 1.6. “**You**” and/or “**your**” shall mean the Participating Merchant and the Purchaser, collectively.

2. RISK NOTICE

- 2.1. You acknowledge that CCX Coins is not backed or value guaranteed by any financial institution; when buying / 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 buying, accepting and/or using any CCX Coins. We make absolutely no guarantee about the future value of CCX Coins.
- 2.2. 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 in fiat currencies or CCX Coins currency, and/or (ii) any of your data, including but not limited to, email, phone number, password, limited partial information about your credit or debit card and any other sort of information is compromised; please refer to CCX Exchange's Privacy Policy for further information regarding your data and/or information.

- 2.3. 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 and/or with any third party, including but not limited to the Merchant.
- 2.4. 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 and/or CCX Coins, 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.

3. INFORMATION AND ACCURACY

- 3.1. While CCX Exchange attempts to convey accurate and current information about the Exchange and/or CCX Coins, the information provided via the Exchange may contain typographical or technical errors. All information is provided "as is" with no guarantee of completeness, accuracy, or the result obtained from the use of this information, and without warranty of any kind, expressed or implied. You are advised to confirm the accuracy of any information presented by CCX Exchange before trusting it in any way.

4. THE SERVICES

- 4.1. In the event the Purchaser chooses to buy a Merchant Offering using CCX Coins as payment, at the time of purchase the Purchaser will choose to be re-directed to the Exchange where he 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.
- 4.2. Following the said purchase of CCX Coins, you may receive a confirmation email describing the said purchase and conversion details
- 4.3. 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 sole discretion.
- 4.4. The Purchaser understands that receipt of the Merchant Offering which the Purchaser has purchased from the Participating Merchant's Website is stipulated by terms and conditions that apply to the Participating Merchant's relationship with the Purchaser, without any relation to CCX Exchange.
- 4.5. The Exchange may be changed or updated without prior notice or notification of the changes. It is your responsibility to check for changes or updates on a regular basis.

- 4.6. We may at any time temporarily or permanently disable the Exchange for some or all Participating Merchants' and/or Purchasers.
- 4.7. We take no responsibility for losses resulting from a security breach outside of servers owned and operated by us.

5. SETTLEMENT AND REFUND

- 5.1. Unless otherwise agreed in advance by written agreement, 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.
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, and any kind of refund shall be subject to CCX Exchange's Refund Policy and/or the Participating Merchant's refund policy, respectively.

6. LIMITATION OF LIABILITY

- 6.1. While we have taken all reasonable steps to ensure the accuracy and completeness of the Exchange, we exclude any warranties, undertakings or representations either express or implied to the full extent permitted under applicable law, that the Exchange or, including without limitation, all or any part of the content or materials, accuracy, availability or completeness of the content on the Exchange or any part of the content or materials are appropriate or available for use in any jurisdiction where CCX Coins may be used. If you use the Exchange from other jurisdictions, you are responsible for compliance with applicable local laws.
- 6.2. We accept no liability whether, direct, indirect, incidental, consequential or otherwise, including without limitation, in either contract, tort, negligence, statutory duty or otherwise to the maximum extent permitted by applicable law arising out of the use of and/or access to the Exchange, which includes without limitation, any errors or omissions contained therein or if CCX Coins is unavailable, and we shall not be liable for any direct or indirect (i) economic losses, including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings; (ii) loss of goodwill or reputation; (iii) special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of the Exchange and/or CCX Coins and/or the provisions of these Terms and Conditions.
- 6.3. Access to and use of the Exchange is at your own risk and we do not warrant that the use of the Exchange and/or CCX Coins will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the Exchange and/or CCX Coins currency by either authorized or unauthorized third parties.
- 6.4. In order to provide increased value to your use of the Exchange, we may provide links to other websites or resources that are not part of CCX Exchange for you to access at your sole discretion. You acknowledge and agree that, if you have chosen to enter a third-party linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be

responsible or liable, directly or indirectly, for: (i) the privacy practices of such websites; (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services; (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

- 6.5. 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, exceed \$250 (two hundred and fifty USD) to the Purchaser and/or \$5,000 (five thousands USD) to the Participating Merchant during the 6 months immediately preceding the date of any claim giving rise to such liability.

7. INDEMNITY

- 7.1. 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 and Conditions; 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.

8. E-MAIL AND ATTACHMENTS

- 8.1. The e-mail and attachments that we may send contain confidential information addressed to a specific recipient(s), which is private and protected by law. If you are not an addressee, any disclosure, copying, distribution or use is strictly prohibited and you are requested to advise us immediately of the information you have received.
- 8.2. We take reasonable precautions to ensure our e-mails are virus free including scanning of all inbound and outbound e-mail to prevent any infected e-mails crossing our virus scan gateway. However, we cannot accept responsibility for any virus transmitted by us and recommend that you subject our e-mails to your own virus checking procedures.

9. COMPLAINTS & DISPUTES

- 9.1. In the event of a complaint and/or dispute, you shall bring notice at the earliest opportunity to our attention via <https://ccx.io> or by email support@ccx.io or by phone +350 200 71771.

10. REJECTION OF AN APPLICATION OR OTHER TYPE OF BUSINESS

- 10.1. You acknowledge that your approval to begin using the Exchange shall be followed by a confirmation email sent by us once an assessment has been completed. For the avoidance of doubt, we have the right to refuse the business of any potential or current Participating Merchants and/or Purchasers for moral, ethical or any other reasons even if the information they have supplied to us is true and complete. We

retain this right if we feel that the Participating Merchants and/or Purchasers and/or the formation they have supplied is not what it appears.

11. REPORTING ILLEGAL OR OFFENSIVE CONTENT

- 11.1. We reserve the right, but do not bear the responsibility, to prohibit, delete or report any conduct, communication or content which we determine in our sole discretion to be unlawful, potentially harmful to others or may expose us to harm and/or liability. By content, we mean the text, software, communications, images, sounds and other information provided online, hosted or transmitted in connection with or as a result of your using the Exchange. You agree that all claims, disputes or wrongdoings, which result from, or which are related in any way to, the content of information that you transmit, re-transmit, host or receive through the Exchange are all your sole and exclusive responsibility.
- 11.2. We may monitor your conduct and any content distributed, hosted or posted through the Exchange. You may not transmit, distribute, host or store material, or participate in any conduct that may violate any applicable Slovakian, foreign or international local, state, federal or national law or regulation. This includes, without limitation:
- (i) Any unauthorized use of material protected by patent, copyright, trademark or other intellectual property right.
 - (ii) Material that is defamatory, obscene, constitutes an illegal threat or harassment, violates export control laws, or is used to commit fraud or any other activity that is prohibited by criminal or civil law.
 - (iii) Material that exploits children under the age of 18.
 - (iv) Material that provides, sells or offers to sell any controlled substances, illegal drugs and drug contraband, alcohol, weapons, pirated materials, programs to attack others, illegal goods or services, instructions on making, assembling or obtaining illegal goods or weapons, information used to break, copyright, violate the trademark of or to destroy others' property or information used to illegally harm any people or animals.
 - (v) Material that takes part in, or allows any third party to take part in, the following: reverse engineering, reverse compiling or otherwise deriving the underlying source code, structure or sequence of the technology, altering copyright notices and attributes, or material or conduct which we believe to be unlawful, offensive or harmful.
- 11.3. Any such content distributed, hosted or posted through the Exchange and/or used with respect to CCX Coins that violate the above may be reported to the relevant governing bodies.

12. MISCELLANEOUS

Any disagreement or dispute between the parties arising under, in connection with or in relation to these Terms and Conditions shall be resolved exclusively and finally by confidential binding arbitration in accordance with the procedures set forth in this Section 12. 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 12, this Section 12 shall control.

13. CONTACT

For any questions relating to these Terms and Conditions please contact via <https://ccx.io> or by email support@ccx.io or by phone +44-2033182491.

Last updated: December 6th, 2017