

EO.Trade Terms of Use

Welcome to EO.Trade

EOTRADEX OÜ, a company incorporated in Estonia with Registry Code 14464298 and whose registered address is located at Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 2-K492, 10119 (“Company”, “we”, “our”, “us”), operates the website located at the URL <https://eo.trade> (the “Website”).

These Terms of Use constitute an agreement between the Company and you, the user, governing your access and use of the Website.

Please read these Terms of Use carefully before you start using the Website.

Acceptance of these Terms of Use

When you access or use the Website, you acknowledge that you have read, understood and agree to be bound by these Terms of Use, whether or not you are a registered user. If you do not agree to these Terms of Use, or to any changes we may subsequently make to these Terms of Use, you must immediately stop accessing the Website and discontinue using the services provided by the Company.

Your access to and use of the Website is subject to your continued compliance with these Terms of Use and all applicable laws. Your right to access and use the Website will terminate immediately, without any further action by the Company, if you breach any of the provisions of these Terms of Use.

Amendments

We reserve the right to modify or update these Terms of Use at any time for any reason, with or without prior notice to you, and any such changes to these Terms of Use will supersede and replace any previous Terms of Use effective immediately upon posting on the Website.

It is your responsibility to periodically review these Terms of Use as posted on the Website for any changes.

Your continued use of the Website after the posting of changes to these Terms of Use will constitute your acceptance of such changes.

You should discontinue using the Website and services offered by the Company if you do not agree with any changes to these Terms of Use.

Know-Your-Customer Policy

The Company reserves the right to conduct “Know your customer” (KYC) and/or “Anti-money laundering/Counter-terrorist Financing” (AML/CTF) checks and procedures on users in accordance with applicable laws and regulations in Estonia to prevent money laundering and/or terrorism financing and any transaction or activity that facilitates money laundering and/or terrorism financing.

You undertake to provide all documents and/or information requested by the Company in respect of conducting KYC or AML/CTF checks/procedures. In the event that you fail or refuse to provide the specific and necessary documents and/or information requested by the Company in due time, the Company shall have the right to terminate your rights to use the Website and to stop providing services without any indemnification from the Company.

The Company reserves the right to reject the users originating from and/or residing in high risk and non-cooperative jurisdictions with strategic AML/CFT deficiencies.

The Company does not provide services to citizens and residents of the United States of America or any other country where transactions in respect of, or with use of, virtual currency fall under the restrictive regulations.

You shall immediately inform the Company should you become an U.S. Person within the period of using the Website.

License to Use the Website

We grant you a non-exclusive, revocable, limited license to use the Website solely for your personal and non-commercial use. You may only use the Website in compliance with these Terms of Use and all applicable laws and regulations. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, products or services contained with the Website.

You may not use the Website or any of its content to further any commercial purpose.

By using the Website, you represent that you are not a person barred from using the Website under the laws and regulations of your place of residence or any other applicable jurisdiction. No other rights, assignment, licenses or legal relationship of any nature, either express or implied, are created through your use of the Website unless expressly stated in these Terms of Use.

Intellectual Property Rights

The Website and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof, are the exclusive property of the Company, our licensors or other content suppliers, and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

No right, title or interest in or to the Website or any content is transferred to you and all rights not expressly granted are reserved. Any use of the Website that is not expressly permitted by these Terms of Use may be a breach of these Terms of Use and may violate copyright, trademark and other laws.

Description of Services

Through the Website the Company provides you with the access to a variety of services, including download areas, and product information. The services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Use.

Among other services the Company provides you with a software platform that allows you to accept, store, transfer, and exchange virtual currencies.

Risks Associated with Virtual Currencies

User shall consider and acknowledge the following risks associated with virtual currencies, blockchains and blockchain-based systems.

- **Price Volatility:** You hereby accept and understand that the Company does not guarantee the market liquidity of virtual currencies that might result in difficulty to buy, sell or trade virtual currencies. You expressly acknowledge and confirm that you will not hold the Company or any of its representatives and affiliates liable for any losses or damages arising from the price volatility of virtual currencies.
- **Operational Error:** You accept and understand that you may never receive virtual currency or lose the entire amount paid for virtual currency as a result of technical interruptions and operational errors.
- **Uncertain Regulatory Framework:** You acknowledge and understand that the Company shall not be liable for any losses or damages (whether direct or indirect) caused by changes in regulatory and compliance requirements of the applicable virtual currency laws and regulations.
- **Loss of theft:** You acknowledge and understand that the Company shall not be liable for any losses or damages (whether direct or indirect) caused by a security breach, user error, or any technological failure at the Website.

The risks described above may result in loss of virtual currencies, decrease in or loss of all value for virtual currencies, inability to access or transfer virtual currencies, inability to trade virtual currencies, and other financial losses to the user.

You hereby agree and confirm that the Company shall not be responsible and liable for such risks.

Non-Refund Policy

Transactions related to buying, selling, transferring, and exchanging of virtual currencies are final and non-refundable. As such, the Company is unable to reverse or refund any virtual

currency transactions or payments, unless otherwise decided by the Company at its sole discretion.

User Conduct

You are prohibited to:

- Copy or print any of the content, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademark, copyright and other proprietary notices contained in and on any such content;
- Reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Website or the content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;
- Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the content directly or through other means;
- Mirror, frame, screen scrape or deep link to any aspect of the Website or access any content through technology or means other than those provided or authorized by us;
- Access the Website via any automated system, including, without limitation, by “robots,” “spiders,” “offline readers,” etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- Knowingly or recklessly upload invalid data or introduce viruses or other malware or software agents, whether harmful or not, to the Website, or tamper with, impair, damage, attack, exploit or penetrate the Company’s system or network, or otherwise attempt to interfere with or compromise the system integrity or security of the Company or any connected networks, or take any action to impact the proper operation of the Website and any person’s or entity’s use thereof;
- Bypass the measures we may use to prevent or restrict access to or use of the Website, including by hacking into secured or non-public areas of the Website, circumventing any geo-blocking mechanisms or otherwise;
- Use the Website to collect any personally identifiable information, including account names and e-mail addresses, or use the Website for any commercial solicitation purposes, without our prior express written permission; or
- Attempt to reverse engineer any aspect of the Website or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Website, create any derivative works or materials of any kind using the content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Website.

Personal Data and Privacy

We respect your privacy. By accessing or using the Website you consent to the collection and use of your information, including personally identifiable information, in accordance with our Privacy Policy.

We are fully responsible for the protection of your personal data and undertake to comply with all applicable laws and regulations to keep your personal data safe and secure.

For more information, please read our Privacy Policy.

Communications

You consent to receive communications from us, whether required by law or otherwise, either by e-mail or by notice posted on the Website as determined by us at our sole discretion. You agree that any requirement that a notice, disclosure, agreement or other communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

For any communications we will use the contact details provided by the user. Therefore, the user shall immediately notify the Company of any change in the contact information.

Modification or Suspension of the Website and Right to Terminate your use of the Website

We reserve the right to change, suspend or discontinue any aspect of the Website at any time and from time to time, at our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Website entirely. Any description of features on the Website shall not be considered to be a representation by the Company that such features will always be included on the Website. From time to time, we may restrict access to some or all pages of the Website.

The Company also reserves the right to restrict your use of or access to the Website, without notice or liability, for any reason.

If we suspend or discontinue any aspect of the Website or terminate your account, we are not responsible for providing you with any information.

The Company reserves the right to withdraw, temporarily or permanently, any Content from the Website at any time and for any reason and such removal may be immediate and without notice. As an express condition to your use of and access to the Website, you acknowledge, agree and confirm that the Company is not liable to you or any third party for any such withdrawal.

Complaints

User shall send all complaints about the Website our services offered through the Website to help@eo.trade

The Company shall respond to complaints within 3 (three) business days.

Links to Third Party Websites

The Website may contain links to other websites, including, but not limited to, advertisements and other content posted by us or by third parties. You may also navigate to the Website from links, often provided by us, deployed by third parties in their social media, advertisements and other marketing activities. Access to or from third party websites is made available by the Company only as a convenience. Such third party websites are not owned, operated or controlled by us and if you visit third party websites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such third party websites. Please be careful to read the terms of use and privacy policies of any third party websites before you provide any personal or other information to, or engage in any activity on, such third party websites. Any terms, conditions, warranties or representations included in the third party websites are solely between you and the relevant providers of the third-party websites. You cannot rely on our Terms of Use and/or our Privacy Policy to govern your use of another website or destination.

We do not endorse, and the Company expressly disclaims responsibility and liability for, third party websites, including with respect to the content, products and services provided by the third party websites. Any interactions you have with third party websites are between you and the third party websites and you agree that the Company is not liable for any damage or loss you may suffer as a result of any interactions with any such third party website or any claims that you may have against any such third party websites.

Warranty Disclaimer

The information, products and services included in or available through the Website are continually upgraded and updated. While the Company will use commercially reasonable efforts to verify the accuracy of any information it places on the Website, the Company does not warrant or represent that such information, products and services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs.

The Website is provided “as is” and “as available” with no representation or warranty of any kind and your use of the Website is entirely at your own risk. The Company expressly disclaims any warranty, express or implied, regarding the Website including, but not limited to, any implied warranties of merchantability, satisfactory purpose, fitness for a particular purpose, non-infringement, title, compatibility, security and accuracy. In jurisdictions where the exclusion of warranty is prohibited, such exclusions shall only apply to the extent permitted.

The Company does not warrant, endorse, guarantee or assume responsibility for any information, product or service provided, advertised or offered by a third party through the Website or any third party website and the Company will not be a party to or in any way monitor any transaction between you and any third party website. We expressly disclaim all liability for personally identifiable information that may be provided by any social media services in violation of the privacy settings that you have set in such social media accounts. You acknowledge and agree that any reliance on the information and other materials included on the Website shall be at your sole risk and responsibility. The Company reserves the right, at its sole and absolute discretion, to correct any errors or omissions in any part of the Website and to make changes to the services, materials, products, programs and features included therein at any time with or without notice.

Indemnity and Release

You agree to indemnify and hold harmless the Company and its affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, employees, agents, service providers and partners, from and against any demands, losses, liabilities, claims or expenses made against the Company by any third party due to or arising out of or in connection with any breach by you of these Terms of Use, your violation of any third party right and your use of and access to the Website or any element or component thereof.

Without limiting anything set out above, you hereby release the Company and its affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, employees, agents, service providers and partners from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms of Use, the Privacy Policy and/or any use by you of the Website and services offered by the Company.

Limitations of Liability

Except for a breach of these Terms of Use by you, a violation of intellectual property rights or indemnification obligations, to the maximum extent permitted by applicable law, in no event shall you or the Company and/or its affiliates, licensors, licensees, successors or assigns be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, or any damages whatsoever, including, without limitation, damages for loss of use, data, goodwill or profits, arising out of or in any way connected with the use or performance of the website, the delay or inability to use the website, the provision of or failure to provide services and/or functionality of the website, or for any content, products or services obtained or purchased through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company and/or any of its affiliates, licensors, licensees, successors or assigns has been advised of the possibility of such damages. In countries where limitations of liability for consequential or incidental damages are prohibited, such limitations shall apply to the fullest extent permitted.

If you are dissatisfied with any portion of the website or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Website.

Under no circumstances will the Company and/or any of its affiliates, licensors, licensees, successors or assigns be responsible for any damage or loss resulting from hacking, tampering or other unauthorized access or use of the Website, your data or your account or the information contained therein.

We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. You waive and hold harmless the Company and its affiliates, licensors, licensees, successors and assigns from any claims resulting from any action relating to your account or taken as a result of any such disclosure. The Company makes no representation that the Website is appropriate or available for use in all jurisdictions. Access to the Website from countries where such services are illegal is strictly prohibited. If you access the Website, you are solely responsible for compliance with all local and other applicable laws of your jurisdiction.

Law and Jurisdiction

These Terms of Use and any dispute that may arise between you and the Company shall be governed by and construed in accordance with the laws of Estonia.

If any dispute or disagreement arises from these Terms of Use between the user and the Company, the user is strongly encouraged to first contact the Company directly to seek amicable resolution.

The courts of Estonia will have exclusive jurisdiction to settle any disputes or disagreements which may arise out of or in connection with these Terms of Use.

Waiver and Severability

No waiver by the company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Assignment

These Terms of Use and any rights and licenses granted hereunder may not be transferred or assigned by you to any third party. We may assign our rights under these Terms of Use without restriction.

Feedback

If you have any questions or comments about these Terms of Use, please feel free to contact us by e-mail at help@eo.trade