

## **PURCHASER TERMS OF USE**

By using this Site, registering for a Crixto account (“Account”) or using any other services, products, data, content or other material available through the Site (the "Services"), you (“you, your, or yourself”) are agreeing to accept and comply with the terms and conditions of use stated below (“Terms of Use, Terms”). You should read the entire Terms of Use carefully before using this Site or any of the Services.

As used in this Terms of Use, “Crixto” refers to the company Crixto Limited (incorporated in England and Wales with company number 12160666 and with its registered office at 71-75 Shelton Street, Covent Garden, WC2H 9JQ London, United Kingdom.

### **THE SERVICE**

We are a cryptocurrency payment processor. We enable you to use cryptocurrency as payment for goods or services, and process cryptocurrency payments that you make to a commercial entity (Merchant). We are not a crypto exchange or a place to purchase or sell cryptocurrencies.

The Services allow registered users of the Services to:

- Enter into arrangements to store Virtual Assets and Digital Assets listed on the Site with a third party custodian;
- Use Virtual Assets for purchasing goods
- Transfer Virtual Assets and Digital Assets to a wallet or to other users of such Virtual Assets and Digital Assets within and outside the Site

Depending on your country of residence, you may not be able to use all the functions of the Site or Services. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this Site and the Services. As long as you agree to and comply with these Terms of Use, Crixto grants you the personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Site and the Services.

By opening an Account, you expressly represent and warrant:

- That you have accepted you are legally bound by these Terms of Use; and
- That you are at least 18 years of age and have the full capacity to accept these Terms of Use and enter into a transaction involving Virtual Assets and other Digital Assets.

### **MAINTAINING YOUR ACCOUNT: OUR RULES AND ROLE**

This Site and the Services are for your personal use only. We are vigilant in maintaining the security of our Site and the Services. By registering with us, you agree to provide Crixto with current, accurate and complete information about yourself, as prompted by the registration process, and to keep such information updated. You further agree that you will not use any Account other than your own or access the Account of any other Member at any time or assist others in obtaining unauthorised access.

Crixto's role is limited to providing you with a platform via the Services under which we act solely as a service provider, as your agent and in accordance with your Instructions for the management and transfer of Virtual Assets and other Digital Assets. We do not store any Virtual Assets or other Digital Assets directly, but where you Instruct us to arrange for any Virtual Assets or other Digital Assets owned by you (including any bought on your behalf) to be held until we receive further Instruction from you to make a purchase or transfer (with any deposit of Digital Assets and/or Virtual Assets being deemed to be such an Instruction), we will, acting on your behalf, appoint a third party as custodian and to hold the relevant Virtual Assets or other Digital Assets as custodian in accordance with our agency authority (see below).

In order for us to manage the Site, provide the Services and instruct a third party custodian to hold the relevant Virtual Assets or other Digital Assets as custodian on your behalf, you appoint Crixto as your agent with the perpetual and irrevocable (other than in the event of Account termination) agency authority to act as your agent to:

- create a legal custodial relationship between you and a third party custodian for the custody of your Virtual Assets or other Digital Assets as well as appointing authorized persons within Crixto to instruct such third party custodians on your behalf;
- access and/or transfer Virtual Assets or other Digital Assets as required for the operation of the Site and provision of the Services, including:
  - storing and keeping confidential private keys in respect of Virtual Assets or other Digital Assets;
  - transferring cryptocurrencies to third party custodians (who are entitled in turn to appoint sub-custodians and provide the custodian services to you through such sub-custodians or other nominees or agents); and
  - moving cryptocurrencies between hot and cold wallets held by those custodians to allow sufficient hot wallet liquidity to support transactions on the Site whilst at the same time providing the additional security of cold wallet storage;
- share your information with third party custodian service providers so that they can be engaged to provide custodian services to you;
- undertake the following events that do or could act as restrictions, or impact, your rights:
  - termination of the our relationship with you and/or your Account;
  - suspension of the our relationship with you and/or your Account;
  - requiring minimum purchase sizes;
  - blocking Accounts in certain circumstances;
  - applying service downtime and unavailability restrictions;
  - complying with enforcement agency orders or regulatory actions; and

- otherwise act on only your instructions in respect of any Virtual Assets or other Digital Assets, including in respect of:
  - any purchase made using Digital Assets;
  - the accessing or transferring of Virtual Assets or other Digital Assets between wallets; and/or
  - any other purpose or action as instructed by you.

By agreeing to these Terms of Use you acknowledge and agree that in doing so you instruct us on an irrevocable ongoing basis to undertake all of the above actions in your behalf. You cannot revoke this ongoing Instruction except by closing your Account, in which case it will lapse only when your Account is closed. In these Terms of Use, "Instructions" means:

- instructions received or directed via the Site or as received direct from you in any other medium where Crixto has expressly agreed in writing to accept such instructions from you other than via the Site;
- acts Crixto may take as set out in these Terms of Use or in any other form of documentation establishing the legal relationship between you and Crixto, including instructions within the remit of our agency authority set out above (including the Instruction to create the legal custodial relationship with the third party custodian for the purpose of administering the Services for you); and
- instructions mandated by law or regulatory authority or enforcement agencies.

As a result of this limited agency relationship, we do not, and you agree that we do not, have or acquire any rights, title or interest in any Virtual Assets or other Digital Assets that are held on your behalf by the third party custodian.

We do not acquire any rights, title or interest in and do not assume and have no rights or control over any Virtual Assets or other Digital Assets or any other Member assets other than in respect of actions taken in accordance with our agency authority and your Instructions. As a result, we will not transfer or sell any Virtual Assets or other Digital Assets other than in accordance with your Instructions (which will include any instructions mandated by law or regulatory authority or enforcement agencies).

The creation or use of Accounts without obtaining prior express permission from Crixto will result in the immediate suspension of all said Accounts, as well as all pending purchase offers. Any attempt to do so or to assist others (Members or otherwise), or the distribution of instructions, software or tools for that purpose, will result in the Accounts of such Members being terminated. Termination is not the exclusive remedy for such a violation, and Crixto may elect to take further action against you.

You are also responsible for maintaining the confidentiality of your Account information, including your password, safeguarding your own Virtual Assets and Digital Assets, and all activity including Transactions that are posted to your Account (including all Instructions to Crixto). Any actions on the Site, transactions, orders, Instructions and operations initiated from your Account or using your password (1) will be considered to have been made by you and (2) are irrevocable once validated using your password or made through your Account. If there is suspicious activity related to your Account, we may, but are not obligated to, request additional

information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept termination of your Account. You are required to notify Crixto immediately of any unauthorised use of your Account or password, or any other breach of security, by email to soporte@crixto.com. Any Member who violates these rules may be terminated, and thereafter held liable for losses incurred by Crixto or any Member of the Site and Services.

## **COMMISSIONS**

Crixto Commissions are available in our Fee Schedule. Crixto reserves the right to change its Commissions at any time and at its sole discretion. You will be notified of any changes in advance through your Account or Email. Upon such notification, it is your responsibility to review the amended Fee Schedule. Your continued use of the Site following the posting of a notice of Commission changes signifies that you accept and agree to the changes. Crixto will not charge you any fees other than those Crixto Commissions and other fees set out in the Fee Schedule. Crixto may not use the Digital Assets and/or Virtual Assets in any way to generate revenue other than in connection with the charging of fees as set out in the Fee Schedule.

## **VERIFICATION OF ACCOUNTS**

The creation and use of your Account are subject to verifications, as required by statutory and regulatory obligations incumbent on Crixto. You agree to provide us with the information we request for the purposes of identity verification, compliance with know-your-customer rules, as well as detection of money laundering, terrorism financing, fraud or any other financial crime. The requested information may include Personal Data (please refer to our Privacy Policy). By providing us with the information we request, you confirm that it is true and accurate, and agree to inform us in case of change concerning such information. Your Account will be blocked until we are satisfied with the information you have provided and determine in our sole discretion that it is sufficient to validate your Account. In the meantime, you will not be allowed to terminate your Account or request the deletion of the Personal Data processed in the course of verification operations.

In order to verify the information you submit, we may request information from various third parties, including credit bureaus and identity verification services. By accepting these Terms you authorize us to retrieve information about you by using third parties and acknowledge we may have to share the information you have previously submitted to do so.

From time to time Crixto may engage third parties in order to assist in different aspects of the provision of our Services to you. You acknowledge and agree your use of the Services may require we share your information with these third parties who may need to review your eligibility to use the Services according to their own verification procedures.

## **DAILY TRANSACTION VOLUME LIMITS**

Crixto imposes daily and monthly transaction processing limits on Purchasers. When you register for a Crixto Account, you will be enabled to spend up to 500 USD worth of Digital Assets in a day and up to 1,000 USD worth of Digital Assets in a 30 days period. At Crixto's discretion, and based on Crixto's risk assessment, transaction capabilities may not be enabled until additional documentation or information is collected and verified. Requests to increase your transaction limit will not be approved unless and until we have reviewed your

documentation to our satisfaction and have confirmed the accuracy and authenticity of the information therein.

## **ACCOUNT TERMINATION**

You may terminate this agreement with Crixto, and close your Account at any time, following settlement of any pending Transactions.

You also agree that Crixto may, by giving notice, in its sole discretion terminate your access to the Site and to your Account, including without limitation, its right to: limit, suspend or terminate the Services and Members' Accounts, prohibit access to the Site, the Services and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Members off the Site if we suspect that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms of Use. Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Members for any reason, including without limitation: (1) attempts to gain unauthorised access to the Site or another Member's Account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Services to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) a failure to pay or a fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies.

## **AVAILABILITY OF SERVICES**

All Services are provided without warranty of any kind, either express or implied, and in particular without implied warranties of merchantability and fitness for a particular purpose. We do not represent that this Site or the Services, or the services of any third party custodian, will be available 100% of the time to meet your needs. We will strive to provide you with the Services as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

We will use reasonable endeavours to ensure that the Site and the Services can be accessed by you in accordance with these Terms of Use. However, we may suspend use of the Site and the Services for maintenance and will make reasonable efforts to give you notice of this. You acknowledge that this may not be possible in an emergency, and accept the risks associated with the fact that you may not always be able to use the Site and the Services or carry out urgent transactions using your Account.

## **EXTERNAL WEBSITES**

Crixto makes no representations whatsoever about any External Websites you may access through the Site including the websites of any third party custodian service providers. Occasionally, the Crixto website may provide references or links to External Websites. We do not control these External Websites or third-party sites or any of the content contained therein. You agree that we are in no way responsible or liable for the External Websites referenced or linked from the Crixto website, including, but not limited to, website content, policies, failures, promotions, products, opinions, advice, statements, prices, activities and advertisements, services or actions and/or any damages, losses, failures or problems caused by, related to, or arising from those sites. You shall bear all risks associated with the use of such content.

External Websites have separate and independent terms of use and related policies. We request that you review the policies, rules, terms and regulations of each site that you visit. It is up to you to take precautions to ensure that whatever you select for your use is free of items such as viruses, worms, Trojan horses and other items of a destructive nature.

## **FINANCIAL REGULATION**

Our business model and our Services facilitate the use of Virtual Assets and other Digital Assets as means of payment to purchase goods in an unregulated, international open payment system. The Services we provide are currently unregulated within the UK.

## **DATA PROTECTION**

Privacy is very important to us. We recommend that you read the Privacy Policy carefully, so that you know the data that we collect, how we use the data and who we share your data with.

## **DISCLOSURES TO LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS**

We may share your Personal Data with law enforcement, data protection authorities, government officials, and other authorities when:

- Required by law;
- Compelled by subpoena, court order or other legal procedure;
- We believe that disclosure is necessary to prevent damage or financial loss;
- Disclosure is necessary to report suspected illegal activity; or
- Disclosure is necessary to investigate violations of our Terms of Use or Privacy Policy

We may also share information concerning US citizens who are Crixto customers with other financial institutions, as authorized under Section 314(b) of the US Patriot Act, and with tax authorities, including the US Internal Revenue Service, pursuant to the Foreign Account Tax Compliance Act (“FATCA”), to the extent that this statute may be determined to apply to.

For further information on how we process your Personal Data, please refer to the Privacy Policy.

## **JURISDICTION**

The Terms of Use shall be governed and construed in accordance with the law of England and Wales. The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **LIMITATION OF LIABILITY**

To the extent permitted by law, Crixto will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered arose from gross negligence or wilful deceit or fraud. Nothing in these terms excludes or limits the liability of either party for fraud, death or personal injury caused

by its negligence which may not be limited or excluded by law. Although Crixto endeavours to provide accurate and timely information on the Site, the Site may not always be entirely accurate, complete or current and may include errors. Crixto may change or update the Site at any time without notice, and you should accordingly verify with independent sources all information before relying on it to take decisions or actions. You remain entirely responsible for your decisions and actions. Subject to the above, you also agree and acknowledge that Crixto has no liability or responsibility in respect of the custody of any Virtual Assets and/or Digital Assets.

Subject to the foregoing, Crixto's aggregate liability for claims based on events arising out of or in connection with any single Member's use of the Site and/or Services, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held on Account for the Member making a claim less any amount of Commission that may be due and payable in respect of such Account; or (b) 125% of the amount of the Transaction(s) that are the subject of the claim less any amount of Commission that may be due and payable in respect of such Transaction(s).

## **INDEMNITY**

To the full extent permitted by applicable law, you hereby agree to indemnify Crixto and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Site, your use of the Services or from your violation of these Terms of Use.

## **TAXES**

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

## **MISCELLANEOUS**

If we are unable to perform the Services outlined in the Terms of Use due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, we shall not be liable for the Services provided under this agreement during the time period coincident with the event.

## **MODIFICATION OF TERMS**

Crixto reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. You will be notified of any changes in advance through your Account. Upon such notification, it is your responsibility to review the amended Terms. Your continued use of the Site and the Services following the posting of a notice of changes to the Terms signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the amended Terms.

## **TRANSFER**

We may transfer or assign any of our rights and obligations arising under this Agreement to any party at any time, but this will not affect your rights or our obligations under this

Agreement. You may not, however, transfer or assign any of your rights or obligations under this Agreement to any other party.

## **DEFINITIONS**

**Account.** The contractual arrangement wherein an individual has accepted the Crixto Terms of Use, Fee Schedule and Privacy Policy, and received approval to use the Services

**Commission.** The fee which is payable to Crixto, including on each Transaction, such as a Purchase Transaction and as further defined in the Fee Schedule.

**Digital Asset.** [Digitalized right to use in a binary format.]

**Purchaser(s).** Registered user(s) who buy(s) goods and/or services

**Merchant(s).** Registered commercial entity(ies) who sell(s) goods and/or services

**Member(s).** Registered holders of an Account.

**External Websites.** Websites not owned or operated by Crixto.

**Service(s).** The technological platform, functional rules and market managed by Crixto to permit Merchants and Purchasers to buy and sell goods and services using Virtual Assets as payment.

**Site.** Crixto platform as made available on websites [www.crixto.com](http://www.crixto.com)

**Transaction.** The agreement between the Purchaser and the Merchant to exchange goods and/or services using Virtual Assets or other Digital Assets through the Services as means of payment at a commonly agreed rate.

## **CONTACT US**

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms and/or your use of the Site and the Services, your Account or any other matter, please contact [soporte@crixto.com](mailto:soporte@crixto.com)

## **MERCHANT TERMS OF USE**

By using this Site, registering for a Crixto Account (“Account”) or using any other services, products, data, content or other material available through the Site (the "Services"), you (“you, your, or yourself”) are agreeing to accept and comply with the terms and conditions of use stated below (“Terms of Use, Terms”). You should read the entire Terms of Use carefully before using this Site or any of the Services.

As used in this Terms of Use, “Crixto” refers to the company Crixto Limited (incorporated in England and Wales with company number 12160666 and with its registered office at 71-75 Shelton Street, Covent Garden, WC2H 9JQ London, United Kingdom.

### **THE SERVICES**

We are a cryptocurrency payment processor. We enable you to accept cryptocurrency as payment for goods or services, and process cryptocurrency payments that you receive from your customer (Purchaser). We are not a crypto exchange or a place to purchase or sell cryptocurrencies. Our Services are only available to businesses that sell a product or services or to registered charitable organizations that accept donations. By using the Services, you authorize us to act as your agent so we may receive, hold and disburse funds on your behalf and to take any and all actions that we think are necessary to provide the Services and to comply with applicable law. Payment by Purchaser to Crixto will be considered the same as payment made directly to you and will extinguish the Purchaser's outstanding obligation, to the extent of the payment.

### **REGISTRATION**

In order to use the Services, you must open a Crixto Account. When you open an Account, we will ask you for contact information such as your name, phone number, email address, and information relating to the ultimate beneficial owner or the most senior individual from the organization. We will also ask you for information on your business, including your business's legal name or DBA, physical address of the business, and your company's website. The information that you provide at the time of Account opening must be accurate and complete and you must inform us within ten business (10) days of any changes to such information. We may require additional information from you (including any person signing below or otherwise agreeing to the Terms on behalf of the merchant) to help verify your identity and assess your business risk, such as your date of birth, tax identification number, or government-issued identification. We may also obtain information about you from third parties, such as credit bureaus and identity verification services. We have the right to reject your Account registration or to later close your Crixto Account, if you do not provide us with accurate, complete, and satisfactory information.

You will choose a password when registering your Account. You are responsible for maintaining the confidentiality of your password and Account access information. You are fully responsible for all activities that occur with the use of your password or Account. Please notify us immediately of any unauthorized use of your password or Account or any other breach of security. If you share your password with others, we will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may not allow other Merchants to use your Account. You may not use anyone else's password at any time.

By opening an Account, you expressly represent and warrant:

- That you have accepted you are legally bound by these Terms of Use; and
- That you are at least 18 years of age and have the full capacity to accept these Terms of Use and enter into a transaction involving Virtual Assets and other Digital Assets.

## **COMMISSIONS**

Crixto Commissions are available in our Fee Schedule. Crixto reserves the right to change its Commissions at any time and at its sole discretion. You will be notified of any changes in advance through your Account or Email. Upon such notification, it is your responsibility to review the amended Fee Schedule. Your continued use of the Site following the posting of a notice of Commission changes signifies that you accept and agree to the changes. Crixto will not charge you any fees other than those Crixto Commissions and other fees set out in the Fee Schedule. Crixto may not use the Digital Assets and/or Virtual Assets in any way to generate revenue other than in connection with the charging of fees as set out in the Fee Schedule.

## **INVOICES AND RECORDS**

You must keep all records needed for fulfilling the goods or services sold to the Purchaser and providing any post-sale support to the Purchaser. If the sale of the item requires any government registration of the sale, you are responsible for such registration. Crixto is required to maintain records of all documentation and information collected for your merchant Account for the duration that your Account is active, and up to 5 years thereafter.

## **OUR RIGHT TO REJECT**

We reserve the right to decline to process a sale if we reasonably believe that it violates these Terms or would expose you, other merchants, Purchasers, or other parties to harm. If we reasonably suspect that your Crixto Account has been used for an illegal purpose, you authorize us to share information about you, your Crixto Account, and your Account activity with law enforcement.

## **OUR RIGHT TO INSPECT**

We may ask for permission to inspect your business location in connection with your use of the Services, or documentation or evidence to support specific transactions. If you refuse our request, we may suspend or terminate your Crixto Account.

## **METHODS OF SETTLEMENT**

We will verify the Purchaser's payments over the cryptocurrency peer-to-peer payment network and post the balance to your Accounting ledger, according to your preference settings. The debits and credits to your Accounting ledger are funds temporarily held by Crixto until settlement to your bank Account can take place. You can receive a settlement in fiat currency, in any of the supported cryptocurrencies, or in a mixture of both.

## **SETTLEMENTS IN FIAT CURRENCIES**

If you wish to receive direct deposit settlements, you must provide us with valid bank Account information and keep such information current. We will settle the accumulated ledger balance

on a weekly basis. If you are accepting any portion of your settlement in a supported cryptocurrency, we also will settle to your wallet on a weekly basis. Crixto charges service fees for every fiat settlement and minimum settlement amounts apply; please refer to the [Fee Schedule] for information related to fees, minimum settlement amounts and deposit frequency.

## **YOUR BANK ACCOUNT**

You must provide us with written notice at least one (1) business day prior to closing your bank Account. If you wish to continue to receive direct deposits, you must provide us with information for a substitute bank Account. You are solely liable for all fees and costs associated with your bank Account and for all overdrafts. You are also liable to us for any fees that we may incur based on your provision of inaccurate information or instructions. You authorize us to initiate electronic credits to your bank Account at any time, as necessary to process your transactions. We will not be liable for any delays in receipt of funds or errors in bank Account entries caused by third parties.

## **ACCOUNT INFORMATION**

You will have access to Account information detailing your ledger and transaction and settlement history through your merchant Account. Should you identify an error, you must notify us within thirty (30) calendar days of the ledger entry posting.

## **YOUR RIGHT TO CLOSE YOUR ACCOUNT**

These Terms apply only for as long as you use the Services. Once you cease using the Services, these Terms no longer apply. You may close your Crixto Account at any time. You will still be obligated to us for any fees incurred, if applicable, before the closure and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your Account balance is below our documented minimum transfer amount, you may be responsible for any applicable transactions fees that may be incurred in the funds transfer.

## **OUR RIGHT TO CLOSE OR SUSPEND YOUR ACCOUNT**

We may terminate your Account, at our discretion, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your Account. Additionally, if your merchant Account does not have a paid transaction for more than twelve consecutive months, Crixto reserves the right to suspend your Account, disabling processing capabilities.

## **AVAILABILITY OF SERVICES**

All Services are provided without warranty of any kind, either express or implied, and in particular without implied warranties of merchantability and fitness for a particular purpose. We do not represent that this Site or the Services, or the services of any third party custodian, will be available 100% of the time to meet your needs. We will strive to provide you with the Services as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

We will use reasonable endeavours to ensure that the Site and the Services can be accessed by you in accordance with these Terms of Use. However, we may suspend use of the Site and the Services for maintenance and will make reasonable efforts to give you notice of this. You acknowledge that this may not be possible in an emergency, and accept the risks associated with the fact that you may not always be able to use the Site and the Services or carry out urgent transactions using your Account.

## **EXTERNAL WEBSITES**

Crixto makes no representations whatsoever about any External Websites you may access through the Site including the websites of any third party custodian service providers. Occasionally, the Crixto website may provide references or links to External Websites. We do not control these External Websites or third-party sites or any of the content contained therein. You agree that we are in no way responsible or liable for the External Websites referenced or linked from the Crixto website, including, but not limited to, website content, policies, failures, promotions, products, opinions, advice, statements, prices, activities and advertisements, services or actions and/or any damages, losses, failures or problems caused by, related to, or arising from those sites. You shall bear all risks associated with the use of such content.

External Websites have separate and independent terms of use and related policies. We request that you review the policies, rules, terms and regulations of each site that you visit. It is up to you to take precautions to ensure that whatever you select for your use is free of items such as viruses, worms, Trojan horses and other items of a destructive nature.

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## **DATA PROTECTION**

Privacy is very important to us. We recommend that you read the Privacy Policy carefully, so that you know the data that we collect, how we use the data and who we share your data with.

## **DISCLOSURES TO LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS**

We may share your Personal Data with law enforcement, data protection authorities, government officials, and other authorities when:

- Required by law;
- Compelled by subpoena, court order or other legal procedure;
- We believe that disclosure is necessary to prevent damage or financial loss;
- Disclosure is necessary to report suspected illegal activity; or
- Disclosure is necessary to investigate violations of our Terms of Use or Privacy Policy

We may also share information concerning US citizens who are Crixto customers with other financial institutions, as authorized under Section 314(b) of the US Patriot Act, and with tax authorities, including the US Internal Revenue Service, pursuant to the Foreign Account Tax Compliance Act (“FATCA”), to the extent that this statute may be determined to apply to.

For further information on how we process your Personal Data, please refer to the Privacy Policy.

## **JURISDICTION**

The Terms of Use shall be governed and construed in accordance with the law of England and Wales. The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **LIMITATION OF LIABILITY**

To the extent permitted by law, Crixto will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered arose from gross negligence or wilful deceit or fraud. Nothing in these terms excludes or limits the liability of either party for fraud, death or personal injury caused by its negligence which may not be limited or excluded by law. Although Crixto endeavours to provide accurate and timely information on the Site, the Site may not always be entirely accurate, complete or current and may include errors. Crixto may change or update the Site at any time without notice, and you should accordingly verify with independent sources all information before relying on it to take decisions or actions. You remain entirely responsible for your decisions and actions. Subject to the above, you also agree and acknowledge that Crixto has no liability or responsibility in respect of the custody of any Virtual Assets and/or Digital Assets.

Subject to the foregoing, Crixto's aggregate liability for claims based on events arising out of or in connection with any single Member's use of the Site and/or Services, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held on Account for the Member making a claim less any amount of Commission that may be due and payable in respect of such Account; or (b) 125% of the amount of the Transaction(s) that are the subject of the claim less any amount of Commission that may be due and payable in respect of such Transaction(s).

## **INDEMNITY**

To the full extent permitted by applicable law, you hereby agree to indemnify Crixto and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Site, your use of the Services or from your violation of these Terms of Use.

## **TAXES**

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

## **MISCELLANEOUS**

If we are unable to perform the Services outlined in the Terms of Use due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, we shall not be liable for the Services provided under this agreement during the time period coincident with the event.

## **MODIFICATION OF TERMS**

Crixto reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. You will be notified of any changes in advance through your Account. Upon such notification, it is your responsibility to review the amended Terms. Your continued use of the Site and the Services following the posting of a notice of changes to the Terms signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the amended Terms.

## **TRANSFER**

We may transfer or assign any of our rights and obligations arising under this Agreement to any party at any time, but this will not affect your rights or our obligations under this Agreement. You may not, however, transfer or assign any of your rights or obligations under this Agreement to any other party.

## **DEFINITIONS**

**Account.** The contractual arrangement wherein an individual has accepted the Crixto Terms of Use, Fee Schedule and Privacy Policy, and received approval to use the Services

**Commission.** The fee which is payable to Crixto, including on each Transaction, such as a Purchase Transaction and as further defined in the Fee Schedule.

**Digital Asset.** [Digitalized right to use in a binary format.]

**Purchaser(s).** Registered user(s) who buy(s) goods and/or services

**Merchant(s).** Registered commercial entity(ies) who sell(s) goods and/or services

**Member(s).** Registered holders of an Account.

**External Websites.** Websites not owned or operated by Crixto.

**Service(s).** The technological platform, functional rules and market managed by Crixto to permit Merchants and Purchasers to buy and sell goods and services using Virtual Assets as payment.

**Site.** Crixto platform as made available on websites [www.crixto.com](http://www.crixto.com)

**Transaction.** The agreement between the Purchaser and the Merchant to exchange goods and/or services using Virtual Assets or other Digital Assets through the Services as means of payment at a commonly agreed rate.

## **CONTACT US**

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms and/or your use of the Site and the Services, your Account or any other matter, please contact [soporte@cixto.com](mailto:soporte@cixto.com)