

## **Terms & Conditions**

This agreement is made upon 21<sup>st</sup> September 2018 between customer, henceforth termed as “You”, “Your” or “The User”, and MyCointainer OU (Private Limited Company), henceforth termed as “Us”, “We”, “MyCointainer” and “The Company”. Your use of our services on and after this date constitutes your acceptance of and agreement to be bound by the terms outlined below. You also agree to be contacted by us in accordance with current GDPR regulations. If you do not agree to this, or any part of the terms and conditions detailed below, you must stop using our service immediately.

Please note by agreeing to this Terms & Conditions you automatically agree to our Privacy Policy.

We reserve the right to amend these terms and conditions at any time, and without prior notification. Any changes to the stated terms are deemed to be in effect immediately, unless specifically stated otherwise. Your continued use of MyCointainer after any such amendment constitutes your acceptance and agreement to be bound by the amended terms.

You must be 18 or above to use MyCointainer. Your use of MyCointainer constitutes your confirmation that you are at least 18 years of age. MyCointainer do not offer, by way of statement or inference, specific advice on the viability or prospects of any potential investment. As such, you should perform your own independent research before choosing to make any investment.

## **Prohibition Of Use**

You state and confirm that you are not specified on any economic or trade sanction list of any national or international body, including without limitation the United States of America, and the European Union. We reserve the right to restrict or withdraw service to or from any nation at any time.

## **Glossary**

1. “Assets”/“Investment” - Any type of digital asset traded via the MyCointainer platform, including without limitation digital tokens, tokens, and cryptocurrency.
2. “Coin”/“Token”/“Digital Token”/“Cryptocurrency” - The specific type of asset used, within context, to provide enhanced clarity and understanding of an individual service.
3. “Account” - Your individual details trading details, which we provide access to following completion of the registration process. Your account can be used to manage and monitor all of your assets and transactions.
4. “Order execution” - Asset exchange between any two parties, e.g. a MyCointainer user, and a user of an External Service
5. “External Service” - Any applicable third party service provider.
6. “Invest” - The process by which a user gains an Asset or Investment.

## **Use Of Service**

1. MyCointainer provides a platform for the exchange of digital assets, commonly referred to as cryptocurrencies, tokens or digital tokens. Trade occurs on a crypto to crypto basis. We do not provide access to any fiat trading facilities, and therefore we are not subject to the regulations applicable to fiat trading practices.
2. We take all reasonable effort to ensure that data displayed on MyCointainer is accurate and up to date. However, we are unable to guarantee the reliability, accuracy, sustainability or veracity of any content displayed on MyCointainer at any time. As such we cannot accept liability for losses or damages that arise directly or indirectly through use of our service.
3. MyCointainer do not provide advice on the viability or prospects of any investment. We offer no advisory services whatsoever. As such we accept no liability for your interpretation of any information displayed on our site, or on any other communication medium.

4. You are reminded that all investment and trading activity contains an element of risk. We strongly suggest that you perform your own research before committing to any investment or trade, and exercise responsibility when trading.
5. We make all reasonable efforts to secure our online platforms and ensure that continuity of access to services is maintained. However, we cannot be held liable for any circumstance we could not have foreseen, such as terrorist activity, natural disaster, or targeted hacking. Nor can we be held liable for damages or losses suffered as a result of any such activity.
6. If we deem a trading activity to be abnormal - the judgment of which is at our sole discretion - we reserve the right to cancel, block or reverse that activity.
7. We will never ask users to transfer funds of any kind not listed on the MyCointainer site.
8. Your use of MyCointainer or any service thereof constitutes your statement that all information supplied by you to us is accurate and up to date.
9. Cancellation: Once an order has been initiated, it can only be canceled at any stage before MyCointainer has executed the transaction. The order cannot be amended, canceled or withdrawn after execution has taken place.
10. By submitting an order, you provide authorization for MyCointainer to execute the requested transaction on your behalf. If a "save" order is selected, MyCointainer will attempt - on the basis of commercially reasonable terms - to execute the trade at, or close to, the market exchange rate defined within the Services. You agree and accept that exchange rates can be volatile, and that the rates listed within our Services may differ from those available to external sources outside of our own Services. During bouts of illiquidity, excess volume, fast movement or other volatility within the marketplace for either digital assets or standard currencies, the final rate at which trades are executed may differ from the prevailing rate previously indicated. We reserve all rights to reject cancellation requests associated with market orders once said order has been submitted. The status of orders made by you is visible within your Account. We do not act as your advisor, agent, intermediary or broker.
11. The processing time for withdrawals is maximum of 72 hours.

### **Account Registrations**

1. All users must complete the registration process before access to MyCointainer services can be provided. By completing the registration process, you agree to be bound by these Terms and Conditions.
2. We reserve the right to reject an application from any user, for any reason, at our sole discretion.
3. You state and confirm that all information provided to us by you during the registration process is complete, accurate, and up-to-date.
4. You consent to us sharing your personal data with third parties for the provision of security services, including without limitation prevention of money laundering, preventing the financing of terrorism, preventing fraud, and prevention of other financial crimes.
5. You accept and agree that we are entitled to keep your data for a period of three years after the closure of your account.
6. You authorize us to make enquiries with third parties as necessary in order to verify your identity, and to protect both you and us against fraudulent activity.
7. In order to verify your identity we may request from you, without limitation, details such as your full name, your full physical address, and your email address.
8. You state and confirm that you will be the only person who uses your MyCointainer account. You will not provide access to any other individual or entity. If we have reason to suspect access has been provided to a third party, we may restrict or terminate your account without notice.
9. It is your responsibility to ensure that all data held by us regarding you is accurate and up to date at all times. You therefore agree to undertake the timely maintenance of such data.

## **Coins During Maintenance**

1. Coins traded on the platform may be placed under 'maintenance' conditions at any time. During Coin maintenance, the affected Coin cannot be withdrawn or deposited. Rewards based on trading the affected Coin may not be generated, depending on the reason for the maintenance period. This is part of the risk of trading in Coins.

2. We may place Coins under maintenance for a variety of reasons, including without limitation:

- i. requests from developers
- ii. the Coin falling out of sync with blockchain
- iii. routine maintenance requirements
- iv. necessary updates
- v. Any other issue related to blockchain

As coin maintenance is a standard trading risk, we do not accept any direct or indirect liability for losses or damages caused by Coins being placed under maintenance.

## **Account Security**

1. We take all reasonable measures to ensure the safety and security of our online platform. You are personally responsible for ensuring that your password and login details are kept safely, securely, and known only to you.

2. By using MyCointainer, you state and confirm that you will be vigilant in checking the details listed in your Account. This includes transaction histories, and status of ongoing trades. You must inform MyCointainer immediately if you do not recognize any detail shown. We cannot be held liable for damages, losses or other consequences of your account being accessed by a third party.

## **Usage**

1. You state and confirm that you will conduct your usage of MyCointainer in strict adherence to these Terms and Conditions, and our Privacy Policy. You will not attempt to interfere with, disrupt or manipulate the normal performance of our websites or platforms.

2. We maintain full and exclusive right - including intellectual property right - to all ideas, feedback, suggestions, materials and information about our services provided to us by you, regardless of the method of communication (termed as "Feedback"). Feedback submitted to MyCointainer is not confidential and becomes our sole property. As such we are entitled to use it in any manner we see fit, without restriction, for any commercial or non-commercial purpose. You are not entitled to acknowledgment or compensation for any such usage of the Feedback provided. All right you may have to any aspect of the Feedback - including any copyrighted content - is waived when the Feedback is submitted to us. You should not send us Feedback if your motivation for doing so is financial, or if you wish to maintain ownership of your ideas. We receive many ideas and suggestions, and the Feedback you provide to us may be similar or even identical to Feedback received from other users. We therefore maintain this policy to ensure that there are no disputes in these circumstances. We reserve the right to disclose information which identifies you individually to any third party who claims that content posted to our website by you violates their own rights, whether intellectual or proprietary. We reserve the right to remove content you post on our platforms if we have reason to believe it is not consistent with the content standards detailed within this section.

## **Service Fees**

1. We reserve the right to apply service fees for access to our services and platforms. We also reserve the right to amend and adjust these fees at any time, for any reason.

2. You provide authorization for us, or for our chosen payment processor, to deduct or charge any applicable fees related to trades completed via the Services against your MyCointainer Account Fund balance.

3. Reward Fees Table is always active and considered latest under the link: <https://www.mycointainer.com/assets/>

## **Provision of Service**

1. MyCointainer services are provided on an “as is” basis, based on current commercial conditions. We offer no warranty or guarantee regarding the reliability, accuracy, detail or stability of any involved technologies.
2. MyCointainer serves purely as a platform for transactions, where information regarding Coins can be obtained, and Coin exchanges can be performed. We have no means of controlling the security, legality or quality of any Coin involved in any transaction, nor verifying the veracity of information provided regarding the transaction, or the ability of the parties involved in the transaction to adhere to their own responsibilities regarding the rules. It is your own responsibility to assess the risks of any potential investment, including its legality, before using the MyCointainer service to conduct the transaction.

## **Limitation of Liability**

1. You acknowledge and accept that MyCointainer cannot be held liable for losses or damages related directly or indirectly to any of the following events, which are listed without limitation.
  - Loss of data, usage, goodwill, profit, or other intangible loss
  - Loss of access or failure in usage of MyCointainer Services
  - Unauthorized access to your MyCointainer account including execution of trade or alteration of information
  - Your incorrect interpretation of MyCointainer services, or information thereupon
  - Any loss relating to usage of MyCointainer services but not directly attributable to us.

In no circumstances shall we be held liable for failures or delays of service attributed to regular maintenance activities, or factors beyond our control including without limitation power outages, acts of government, natural disasters or issues with our service providers.

Unless stipulated by law, in no circumstances shall MyCointainer, its directors, employees, agents or members be held liable for any direct, indirect, special or consequential damages, nor any other damages of any kind, including without limitation loss of data or usage or loss of profit, whether in tort, contract or action (including without limitation negligence), or arising in any other way from or connected to the usage, or inability to use, our services or other material belonging to MyCointainer, including but not limited to damage resulting from or caused by your reliance on information obtained from or provided by MyCointainer, or resulting from omissions, errors, interruptions, data loss or deletion, viruses, defects, delays in transmission or operation or any performance failure, regardless of whether it results from force majeure, failure in communications, destruction of our hardware or software or unauthorized access (hacking) of MyCointainer records, services or programs.

Some jurisdictions disallow the exclusion of some warranties, or limitation or exclusion of liability for consequential or incidental damages. And as such some of the limitations stated here may not be applicable to you.

To the maximum extent allowed by any applicable law, in no circumstances shall the total liability of MyCointainer (including all directors, employees, agents and members), whether in tort, contract, warranty (including negligence, be it passive, active or imputed), strict liability, product liability, or any other theory arising from or related to the inability to use (or usage of) MyCointainer or to adherence of these terms exceed the total amount in fees paid to you by us during the 12 month period immediately prior to the date of any claim which gives rise to any such liability.

## **Indemnification**

You state and agree that you will hold harmless MyCointainer and its licensors, contractors and affiliates, and their respective directors, agents, officers and employees, against and from any damages and claims (including penalties imposed by regulatory authorities, fines and attorneys fees), arising from your our enforcement or your breach of this Agreement. This clause also applies to your violating of any applicable laws, regulations, or the rights of third parties during your use of MyCointainer services.

## **Termination of Agreements**

We reserve the right to suspend your account (and any account beneficially owned by any related affiliate or entity) without warning , lock or freeze all funds in any such account, and suspend or withdraw your access to MyCointainer

if we have reason to believe any account activity to violate the Terms of Service, AML/CTF acts, Privacy Policy, or any other applicable law or regulation. MyCointainer reserves the right to keep and make use of transaction data or any other data related to the accounts in question. Suspension, freezing or termination may also be performed in the following circumstances:

- The account is currently subject to government proceedings, criminal investigations, or other litigation activity.
- We detect activity on the account which we judge to be unusual.
- We detect unauthorized access to any such account
- A court order or command of government or regulatory body requires us to do so.

In the event of any of the following circumstances, we maintain the right to immediately terminate your agreement and cancel your account with us, and also reserve the right to permanently freeze/cancel any authorization of your account on MyCointainer services, and withdraw the associated MyCointainer account:

- After termination of services to you by MyCointainer
- We believe you have registered to use MyCointainer in another person's name, directly or indirectly
- We find that the information provided to us by you during registration is dishonest, outdated, incorrect or incomplete.
- In the event of your rejection of any amendment to these Terms and Conditions, of which you have expressly informed MyCointainer.
- Any other circumstance where we deem it to be necessary to terminate provision of services to you.

In the event of your account being terminated, in order to meet data security standards, we are required to store your account details and transactional information therein for a period of five years. Additionally, if a transaction is incomplete when termination occurs, we reserve the right to notify any affected party of the situation as and when it occurs.

### **Remaining Funds Upon Termination In Case Of Fraud, AML, Violation Of Terms**

When an account has been withdrawn or closed, any remaining balance on the account - including liabilities or charges owed to MyCointainer - become the property of MyCointainer. If MyCointainer are holding funds in your Account on behalf of you, we may remit and report such Funds in accordance with relevant state laws on unclaimed property. We maintain full custody of all funds and associated user information and data, which we have permission to turn over to the relevant authorities in the event of your account being suspended or closed due to fraud investigation, AML investigation, or your violation of any MyCointainer Terms and Conditions, for example conducting trading activities on our platform from within a sanctioned country.

### **Compliance with The Law**

It is your own responsibility to abide by relevant local law relating to the usage of MyCointainer within that law's jurisdiction. You must also factor, in accordance with local laws, correct taxation practice, including tax collection, withholding of tax, reporting of tax and remittance of tax to the relevant authority. All MyCointainer users, and users of all MyCointainer services, declare and state that the source of their own funds is legitimate, and does not arise from conducting any illegal activity. We maintain a co-operative stance with law enforcement authorities around the world, and as such will promptly freeze, seize and terminate the funds and accounts and users identified or flagged by any legal mandate.

### **Copyrights and Other Intellectual Property Rights**

1. Unless specifically stated otherwise, all copyrights and other intellectual properties within all material and content contained on our website, or connected to the Services (including but not limited to the MyCointainer logo and design features such as text, pictures, graphics, data, sound files, software and the arrangement thereof, henceforth termed "MyCointainer Materials"), are and remain the property of MyCointainer and/or our suppliers and licensors, and are protected by intellectual property rights laws and international copyright.

2. You are hereby granted a limited, non-exclusive license to access and make use of MyCointainer Materials for your own internal business or personal use. This license cannot be sublicensed.

### **Third Party Content**

While using our Services, you may encounter content produced by third parties, including links to the web pages of said parties, which may include without limitation links to social media sites like Twitter and Facebook (deemed as "Third Party Content"). We have no means of controlling Third Party Content, and therefore do not endorse or adopt any of it as our own. As such we are not responsible for any Third Party Content, including but not limited to any misleading, incorrect, offensive, objectionable or indecent material. Additionally, your own dealings or correspondences with any Third Party are conducted solely between you and the Third Party in question.

### **Complaints**

In the event that you have a complaint, wish to provide feedback, or have any queries, please email us at [support@mycointainer.com](mailto:support@mycointainer.com) and we will respond as quickly as possible.

Latest update: Wed, August 14, 2019