



TERMS OF USE (April 2021)

1. Introduction

These terms of use (“**Terms**”) constitute an electronic agreement between you (hereinafter “**Customer**”, “**you**”, or “**your**”) and Currency Com Limited, a company incorporated in Gibraltar with registered number 117543, which is authorised by the Gibraltar Financial Services Commission (“**GFSC**”) as a Distributed Ledger Technology Provider under the Financial Services Act of Gibraltar 2019, with license number 25032 (“**Currency.com**”, “**we**”, “**our**” or “**us**”). Please note that, as used herein, “**Currency.com**”, “**we**”, “**our**” and “**us**” refers to the company Currency Com Limited, including but not limited to, its owners, directors, investors, officers, employees, contractors, agents or other related parties, unless otherwise provided herein.

The Terms govern the relationship between Currency.com, being the provider of the Services (as defined below), and you being a registered User (as defined below) of such Services.

The Services are offered to you via the Currency.com website (“**Website**”) and the Currency.com mobile application (“**App**”) (together, the “**Platform**”).

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE PLATFORM YOU WARRANT THAT YOU ACKNOWLEDGE THE RISK ASSOCIATED WITH THE USE OF THE PLATFORM AND THE SERVICES, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS, INCLUDING ALL OF THE WARRANTIES, INDEMNITIES, AND LIMITATIONS OF LIABILITY CONTAINED HEREIN.

You have the right to refuse being bound by the Terms. Please note that we do not provide Users with the ability to negotiate the Terms. Therefore, if you wish to refuse and/or withdraw from the Terms, you should not use and access the Platform and the Services, or stop doing so, and remove the App from your device.

We reserve the right, at our sole discretion, to change or modify the Terms at any time. It remains your responsibility to access and check the Terms whenever you access the Platform. The latest version of the Terms will govern any future usage by you of the Platform and the Services. The date the Terms were last revised is stated at the beginning of this document.

You are solely responsible for understanding and complying with any and all laws, rules, and regulations that may be applicable to you in connection with your use of the Platform and any and all Services.

The Terms incorporate the [Privacy Policy](#) as well as any other policy that we may publish from time to time on the Platform (“**Policies**”), and reference to the Terms shall include the Policies. By accepting these Terms, you agree with and accept the Policies.

2. Definitions and Interpretation

2.1. In reading the Terms, please note the following:

- Section, Clause, and paragraph headings shall not affect the interpretation of these Terms.

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- These Terms and any other applicable Policies shall be binding on, and enure to the benefit of, the parties to the relevant Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- A reference to writing or written includes email and notifications made via the Platform.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Gibraltar, be deemed to include a reference to that which most nearly approximates to the equivalent legal term in that jurisdiction.
- A reference to any term or to any other agreement or document referred to in the Terms is a reference to the said as varied or novated (in each case, other than in breach of the provisions of applicable Terms) from time to time.
- References to Clauses are to the Clauses of the respective Terms and unless otherwise stated are to Clauses within the Section in which the reference appears. References to paragraphs are also to paragraphs of the relevant Section.
- Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- The definitions set out within this document apply to the Terms (including, for avoidance of doubt, the Policies).
- Unless context expressly provides otherwise, we use terms "Virtual Asset", "Cryptocurrency" and "Cryptoasset" interchangeably.

3. Services

3.1. We provide Users with the following services through the Platform ("**Services**"):

3.1.1. **Wallet Services**

We provide Users with a dashboard that will display the amount of supported cryptocurrencies and tokenised assets ("**Virtual Assets**") as well as any fiat money held to their order ("**Wallets**"). The list of supported Virtual Assets is subject to change from time to time.

3.1.2. **Transfer Services**

We provide Users with the following transfer services (“**Transfer Services**”):

- a. Deposit Virtual Assets and fiat money on their Wallets;
- b. Withdraw Virtual Assets and fiat money out of their Wallets and onto cryptocurrency wallets, hosted and unhosted, or fiat money accounts held under their names with other service providers;

Please refer to section 4 below for the terms governing deposits and withdrawal pursuant to Services 3.1.2.a. and 3.1.2.b.

3.1.3. **Exchange Services**

We provide Users with the following exchange services (“**Exchange Services**”):

- a. place Orders (as defined below) to purchase of Virtual Assets in exchange for fiat money; and
- b. place Orders to sell of Virtual Assets in exchange for fiat money.

Please refer to section 5 below for the terms governing Orders pursuant to Services 3.1.3.a. and 3.1.3.b.

- 3.2.** To enjoy access to the Services, you must first become a user (“**User**”) by registering and verifying an account with Currency.com through the Platform (“**Account**”) in accordance with section 7 below.
- 3.3.** The Services are only accessible through an Account and are for the sole use and enjoyment of the User under which name the Account was opened.
- 3.4.** Please note that from time to time, we may have to rely on certain third parties in order to provide the Services (“**Third Parties**”) and that, occasionally, you may be redirected to Third Parties’ platforms for submitting your payment and will be required to accept their specific terms and conditions. Your payment order will be handled and governed solely by the terms and conditions of such Third Parties. **YOU ARE SOLELY RESPONSIBLE** to ensure that the terms and conditions of any such Third Parties are suitable to you.

4. Deposits & Withdrawals

4.1. **Deposits**

As part of our Wallet Services we provide you with dedicated wallet addresses for depositing Virtual Assets and account details for depositing fiat money (“**Deposit**”) that you intend to hold in your Account on the Platform. Virtual Assets and fiat money will be automatically credited to your Account and displayed under the relevant Wallet on the Platform upon receipt, subject to the AML Requirements.

- 4.2.** You acknowledge and agree that we may hold all Virtual Assets and fiat money received from our Users in an omnibus wallet or account owned by us and that we shall, in our sole and

absolute discretion, determine how, where, and the manner in which Virtual Assets and fiat money deposited by you and other Users is held.

4.3. Withdrawals

You may withdraw Virtual Assets and fiat money that are available on your Account by submitting a request through the Platform (“**Withdraw**”). As part of the request to Withdraw you will be prompted to provide us with any such information as we may need in order to fulfil the specific request to Withdraw including, amongst other things:

- a. the relevant type of Virtual Asset or fiat money that you intend to Withdraw;
- b. the specific amount to be Withdraw;
- c. the cryptocurrency address to which you intend to send the withdrawn value in Virtual Assets or account details to which you intend to send the withdrawn value in fiat money; and
- d. any such other information as we may need from time to time in order to provide you with this Service.

4.4. Costs

You acknowledge and accept that Deposits and Withdrawals may be **SUBJECT TO COSTS**, including our Fees (as defined below), Third Party fees, network fees, and other costs (including any applicable tax), and that such Costs may be automatically deducted from the available balance on your Account. We will show any Cost that is applied by us through the Platform prior to your execution of a request to Deposit and Withdraw. Please note that we may not be able to provide you with information on Costs applied by Third Parties. You also acknowledge and agree that when you send Virtual Assets to your Wallet with us **YOU AND ONLY YOU** (including your external wallet service provider, if any) are responsible for determining and paying any fee that might apply to such transfer, in addition to the Costs already charged by us including, for example, any blockchain network fee (also commonly referred to as mining fee) that may apply to any such transfer.

4.5. You acknowledge and agree that due to the inherent nature of distributed ledger technology (being the technology underpinning Virtual Assets), Deposits and Withdrawals of Virtual Assets to/from the Platform may take some time and once the withdrawal transaction of Virtual Assets is broadcasted by us to the respective blockchain network, it is beyond our control to either reverse or expedite such transaction.

4.6. Please note that you may only Deposit Virtual Assets and/or fiat money received from external wallets and/or accounts registered under your name, and likewise you may only Withdraw Virtual Assets and/or fiat money if you are sending the value to external wallets and/or accounts registered under your name, and that you are **SOLELY RESPONSIBLE** for any wallet or account used for such purposes.

4.7. You acknowledge and agree that Deposits and Withdrawals of fiat money may be delayed due to verifications and checks on our or yours servicing financial institution’s side.

5. Orders

5.1. Placement of Orders

- 5.1.1. Orders pursuant to Exchange Services ("**Orders**") are placed on the Platform through your Account. You understand that we execute all Orders in reliance on your promise that you intend to exchange your Virtual Assets with fiat money, or vice versa as the case may be.
- 5.1.2. When placing an Order, you will be prompted to provide us with the information we require to effect the Order on your behalf ("**Instructions**"), including:
 - a. the specific type of Virtual Asset or fiat money you intend to exchange ("**Consideration**");
 - b. the amount of Consideration;
 - c. the specific type of Virtual Asset or fiat money which you desire to obtain in exchange for the Consideration; and
 - d. any other information which we would require to fulfil the Order, as this may be from time to time.
- 5.1.3. To be able to fulfil your request to effect an Order on your behalf, we reserve the right to access your Wallet and to deduct the Consideration from the available balance on your Wallet in accordance with your Instructions, together with any applicable fee.
- 5.1.4. You may not place an Order unless you have sufficient funds available on your Wallet to cover the amount you intend to exchange under the Order.
- 5.1.5. It is **YOUR SOLE RESPONSIBILITY** to ensure that all information provided to us under the Instructions is accurate and correct. Orders should only be submitted after careful consideration and once you understand and accept the consequences of their placement. You shall be responsible for monitoring all your Orders until we confirm execution, suspension, refusal or cancellation of the Order.
- 5.1.6. We retain the right to immediately execute any Order and to act in accordance with any Instruction provided to us without further enquiry as to the genuineness, authority or the identity of the person using the Account to initiate such Instruction. Please remember that safeguarding your Account is your sole responsibility, in accordance with section 7.5 below.

5.2. Indicative prices of Virtual Assets

We may present via the Platform indicative prices of Virtual Assets quoted in fiat money and/or in any other Virtual Asset ("**Indicative Prices**"). Indicative Prices may be produced and provided by us or by Third Parties. Indicative Prices presented to you through the Platform shall reflect approximations of the prices made available by us at the time at which they are displayed. Such prices do not necessarily reflect the prices for the Virtual Asset as quoted by other third parties dealing with the same Virtual Assets. Indicative Prices are only provided for informational purposes, and **DO NOT CONSTITUTE** binding offers.

5.3. Limits on the amount of Consideration under an Order

We reserve the right to introduce minimum and maximum thresholds on the amounts of Consideration that Users may place in relation to an Order, to apply different thresholds to the different forms of Consideration, and to apply different thresholds to different Users. The specific threshold applicable to the Consideration of your choice will be displayed on the Platform when placing an Order. You may submit a request to amend any such thresholds by writing to us at support@currency.com and we, in our sole discretion, may decide whether to accommodate or to refuse such a request.

5.4. Execution of Orders

Orders are made with reference to and executed in accordance with the prevailing market price(s) that are applicable to the Consideration and the specific Virtual Assets or fiat money that you wish to receive in exchange for the Consideration at the time of execution. The amount of Virtual Assets or fiat money received in exchange for the Consideration ("**Received Amount**") will be automatically credited to the relevant Wallet that is associated with your Account on the Platform. You accept that the Received Amount is complete and final even if the amount received may be higher or lower than that Indicative Price which was displayed at the time of placing your Order. Please note that this may happen due to the time required to execute your Order and the high volatility of the Virtual Asset markets as detailed in section 8.1 below.

5.5. Costs

Any cost, including our Fees, as described in detail on [Fees Schedule page](#), any Third Party fee, and/or any other commissions and/or cost associated ("**Costs**") with the Exchange Services (including network fees) shall be added to the Consideration and automatically deducted from the available balance on your Wallet. Please note that we may not be able to provide you with information on Costs applied by Third Parties.

5.6. Pending Orders

Once you submit an Order, the Order will be in a pending state until it is executed ("**Pending Order**"). Please note that the exchange is not complete while the Order is in a pending state, and that the amount of Consideration that you have committed for the exchange will not be available to you. If the Order is executed successfully, you will automatically receive the Virtual Asset or fiat money on the relevant Wallet in accordance with section 5.4 above. If instead the Order is cancelled in accordance with section 5.8 below, the amount of Consideration will be credited back to the original Wallet from which the Consideration was taken, deducted of any applicable Cost (if any).

5.7. Modification of Orders

Please note that Orders cannot be modified once they are placed; however, you can cancel any Order before it is executed by us.

5.8. Cancellation of Orders

We reserve the right to cancel an Order or part of an Order at all times upon the occurrence of, or due to:

- a. you not holding a sufficient amount of Virtual Assets or fiat money on your Wallet to meet the amount of Consideration specified under the Instructions that are associated with the Order (including any associated Cost);
- b. the Order going above any threshold which we have set in accordance with section 5.3 above;
- c. the Order being placed during a scheduled or unscheduled downtime of the Platform;
- d. the Order being made in violation or where we have reason to suspect that the Order has been made in violation of the Terms, or any applicable rule, law, or regulation;
- e. us having reasons to suspect that you may not be the person effecting the Order through your Account;
- f. the Order being non-marketable due to unfavourable market conditions;
- g. Third Parties, which we may rely upon to execute the Order being unable to provide support with the Order, for example instances where liquidity providers are unable to provide liquidity;
- h. any event outside of our control preventing us to provide access to the Platform or the Services, or to meet any other obligation we may be subject to under the Terms ("**Force Majeure Event**");
- i. risk considerations.

Please note that we disclaim any liability associated with the cancellation of Orders, as more thoroughly described in section 13 below.

6. [RESERVED]

7. Account

7.1. Registration Process

- 7.1.1. To open an Account on the Platform you must go through the registration process. The registration process effectively amounts to an application to Currency.com for the opening of an Account on the Platform registered under Login Credentials (as defined below), and does not under any circumstance grant you any right over or in connection with the use of or access to the Platform and the Services.
- 7.1.2. Only individuals who reached 18 years of age, or duly authorised representatives of legal entities are eligible to open an Account with Currency.com
- 7.1.3. Currency.com reserves the right in its sole discretion to decline the opening of an Account, and to temporarily or permanently suspend access to any Account (or any part of it) where required or recommended to do so by applicable governmental, regulatory or law enforcement authorities or its own risk considerations.
- 7.1.4. Being a Gibraltar company, Currency.com is required to implement stringent anti-money laundering and counter terrorist financing measures to ensure that the

Platform and the Services are not used for or in connection with illicit activities. We are fully committed to comply with any such requirement and to ensure that our Platform and Services are only used for legitimate purposes in accordance with the Terms. In order to do so, we apply certain identification and verification measures when you register to open an account with us, and from time to time on an ongoing basis (“**Verification Process**”).

- 7.1.5. Please note that the opening of the Account is subject to the Verification Process and, particularly, to meeting our anti-money laundering requirements, which may be amended from time to time (“**AML Requirements**”).
- 7.1.6. As part of the Account registration process, you will be required to choose username and password and, possibly, a multi-factor authentication system (collectively, “**Login Credentials**”). Please note that for security purposes we may require you to change the Login Credentials associated with your Account from time to time.
- 7.1.7. You may only access your Account using your Login Credentials unless otherwise authorised by us.

7.2. Verification Process

- 7.2.1. As part of the Verification Process, you will have to provide Currency.com with some documentation and information which is required for us to establish and verify your identity and determine whether you meet the AML Requirements. Therefore, you shall provide us with the correct information that we may ask from you in order to carry out the Verification Process, which may include:
 - a. personal information such as but not limited to your name, address, date of birth;
 - b. contact information, including phone number, email address, and any other contact information which we may ask from time to time;
 - c. copies of identity documents, such as passport or driving license, as well as proof of address, and any other such document as we may see fit to verify your identity and place of residence; and
 - d. copies of documents and information to verify your source of funds and/or wealth, including (i) details of other electronic wallets you hold with third-party service providers; (ii) information on or in connection with deposits of Virtual Assets from wallets you hold with third-party service providers to the Wallet; and (iii) documentation and information on or in connection with deposits of fiat money from accounts you hold with other service providers.
- 7.2.2. Currency.com reserves the right to, directly or indirectly (through Third Parties), make any inquiries we consider necessary to check the relevance and accuracy of the information you have provided as part of the Verification Process.
- 7.2.3. We will inform you of whether you have met the AML Requirements and, as such, of whether you are eligible to open the Account and become a User, via your Primary

Email Address (as defined below) or via the App interface, if appropriate, once all necessary and required checks are done.

7.3. Account Management

- 7.3.1. Subject to the Terms herein, you may only access your Account using the Login Credentials that are associated with it. You are solely responsible for managing and maintaining the security of your Login Credentials.
- 7.3.2. If you are unable to access your Account, please contact us at support@currency.com, providing a brief explanation on the reason as to why you are contacting us. However, please note while we may assist you in restoring access to your Account, we are under no obligation to do so.
- 7.3.3. We reserve the right to make your continued access to and use of the Account, the Platform, and the Services subject to a new Verification Process, and/or to the provision of additional information which we may require in order to determine whether you meet our AML Requirements as these may be from time to time.
- 7.3.4. You are responsible to ensure that the information associated with your Account is correct at all time, to maintain the correctness and veracity of any such information, and to notify us of any material change to it within five (5) calendar days of such change taking place by writing to us at the following email address: support@currency.com.
- 7.3.5. You may find all information and details pertaining to your Account including to all of the activity taking place on your Account (“**Account Information**”) on the Platform. The Account Information will automatically include and display all activity as soon as reasonably practical right after the activity takes place on the Account.
- 7.3.6. Unless otherwise required by law, information which we make available to you through the Account Information (including confirmations and account statements) shall be deemed delivered to you within 1 calendar day of being available to you.
- 7.3.7. We may at our sole discretion withdraw or amend any Account Information at any time. To the extent permitted by law, and subject to any agreement to the contrary, you agree that we are under no obligation to provide you with Account Information in paper form.
- 7.3.8. The Account Information (save if manifestly incorrect) will be conclusive evidence of the activity taking place on the Account, and will be binding on you if not objected by you to in writing within one (1) calendar day of being available on the Platform as part of the Account Information.

- 7.3.9. To object the accuracy of the Account Information or of any part of it, please write to us at the following email address support@currency.com.
- 7.3.10. The Account Information is private to you, and is only made available:
- a. to you, in your capacity as a User;
 - b. to Currency.com, only to the extent necessary for us to provide the Services and in observance of applicable customer protections and privacy measures; and
 - c. to such other person to which Currency.com must disclose the Account Information by virtue of applicable rules, laws, and regulations (if any).

7.4. Multiple Accounts

- 7.4.1. Currency.com may, in its sole discretion, allow you to hold more than one Account and, always in its sole discretion, limit the number of Accounts that you may have under your name.
- 7.4.2. To request an additional Account, please write to us at the following email address: support@currency.com, providing the reason for such a request.
- 7.4.3. For the avoidance of doubt, each account shall be subject to the Terms independently and to the same extent.

7.5. Account Security

It is your responsibility to maintain access to your account secure, and to implement the following measures (“**Account Security**”):

- a. selecting a unique password that you do not use for other websites, by periodically updating your Login Credentials, and by keeping your Login Credentials and other forms of authentication confidential and separate from each other;
- b. keeping your Login Credentials strictly confidential;
- c. logging out of your Account whenever you are not using it;
- d. keeping any device, you use to gain access to the Platform safe and secure and locked with a secure password or other security mechanism and ensuring email account(s) you use to communicate with us are also secure and only accessed by you;
- e. changing your Account access information regularly;
- f. promptly notify us at support@currency.com of any SMS, email, questionnaire, survey, or other request of information requesting you to provide your Login Credentials, and under no circumstance providing such information through any such request. For the avoidance of doubt, we will **NEVER** request your Login Credentials;
- g. notifying us promptly at support@currency.com if your Login Credential has been lost or stolen, or if you have reason to believe that any person other than you has gained or may gain access to it.

7.6. Unauthorised Use

- 7.6.1. If any activity on your Account was not authorised by you (“**Unauthorised Use**”), or if you have any reason to suspect so, you must inform us as soon as possible by writing to us at the following email address support@currency.com. For the avoidance of doubt, Unauthorised Use shall also cover instances where your Account was wrongly charged due to a mistake on our parts.
- 7.6.2. Failure to notify us immediately after you identified the Unauthorised Access may result in you losing your entitlement to have us investigate your matter and, subject to our reasonable discretion, correct it.

7.7. Balance

The cumulative balance on Wallets associated with an Account belongs to its User. Subject to circumstances where a User dies or become incapacitated, which are dealt with in accordance with section 7.9 below, we recognise only the rights of the User. You cannot assign or transfer legal ownership of your Currency.com Account to anyone.

7.8. Right to set off

On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our Third Party providers), we shall be entitled to recover any sum due to us by deducting it from the available balance on your Account. If the amount owed to us is in the form of a Virtual Asset or fiat money which is different to the Virtual Assets you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our exchange rates. Please note that we are under no obligation to inform you of any such conversion occurring.

7.9. User’s death or incapacity

Upon the death or incapacity of a User, and in the event where the legal heirs or representatives of the User decide to withdraw the remaining balance available on the Account (if any), such legal heirs must write to us at support@currency.com and present us with official legal documents released by the competent authorities in their jurisdiction evidencing the death or incapacity of that User, and we, in our sole discretion and upon examination of such documents to our full satisfaction, shall make the decision of whether to allow such a withdrawal.

7.10. Account Suspension and Termination

- 7.10.1. Users may terminate their Account at any time, by providing us with a prior written notice and following settlement of any pending activity on their Account, including closing of all open positions by the User. The notice shall be delivered to us at support@currency.com in the form of an email detailing the User’s intent to terminate the Account.
- 7.10.2. The suspension or termination of an Account shall not affect the payment of Costs that may be due for past activity on the Account or for past activity that is associated with the Account.

- 7.10.3. Upon termination of the Account, and unless the termination of the Account was due to any illicit activity, the User shall provide valid bank account details or Virtual Asset address to allow Currency.com the transfer of the remaining balance on the Account (if any) to any such bank account or Virtual Asset address. Currency.com endeavours to transfer the remaining balance as soon as reasonably practical following the User's request to terminate the Account. Please note that Third Parties or blockchain networks involved in the transfer of balance may apply certain charges to the transfer, and that that may be beyond our control. We endeavour to use reasonable effort to reduce any such charge to the extent possible.
- 7.10.4. Currency.com reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account if you refuse or fail to complete a Verification Process, including cases where you fail to provide the required information within the required time frame.
- 7.10.5. Currency.com reserves the right to **SUSPEND** the provision of the Services to you, or to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU** in case we suspect that the Account is used in violation of the Terms, and/or for or in connection with any illicit or fraudulent activity. This also includes, for example, provision of counterfeit documents and/or false personal information.
- 7.10.6. Currency.com reserves the right to **SUSPEND** the provision of the Services to you and/or to **IMMEDIATELY TERMINATE** your Account, and to take further actions **AGAINST YOU**, if we establish or have reasonable grounds to suspect that a request made by you in relation to your Account was made fraudulently.
- 7.10.7. You may not terminate your Account if you, or any activity on or connected to your Account is subject to an ongoing investigation. We reserve the right to **SUSPEND** and restrict access to your account and to **FREEZE** all Virtual Assets and fiat money on any Wallet that is associated with your Account until the investigation is concluded.
- 7.10.8. Please note that we are obliged to store information pertaining to your Account following termination for at least five (5) years and that such information will be treated in accordance with the Terms (incorporating any Currency.com Policies, including [Privacy Policy](#)).
- 7.10.9. Please note that following termination, you shall remain liable for any activity on or in connection with your Account that occurred at the time when your Account was open.

7.11. Dormant Accounts

- 7.11.1. You may incur a daily fee if your Account becomes dormant ("**Dormancy Fee**"). For the purpose of this Clause 7.11, your Account will be deemed dormant if you have not logged into your Account for a period of at least six (6) months, ("**Dormant Account**").

- 7.11.2. A Dormant Account shall be subject to the Dormancy Fee (in accordance with our [Fees Schedule](#)) for as long as it remains dormant or, alternatively, until the available balance is exhausted. We reserve the right to deduct the Dormancy Fee directly from the balance of your Account. We further reserve the right to terminate any Account with available balance has been exhausted as a result of Dormancy Fee.
- 7.11.3. An Account shall cease being deemed a Dormant Account as soon as you log into your Account.

8. Risk Warning

8.1. General

The risk of loss in trading or holding Virtual Assets can be substantial. You should therefore carefully consider whether trading or holding Virtual Assets is a suitable activity for you in light of your financial circumstances. You acknowledge that using Virtual Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Virtual Assets, their protocols and networks. Even if we inform you of some of the risks involved with Virtual Assets, their protocols and networks, Currency.com has no responsibility to alert you of all risks involved. Currency.com has no control over and makes no representations regarding the value of Virtual Assets, or the security of their networks or protocols. You hereby further acknowledge that the Virtual Assets markets are determined by demand and supply only. The Virtual Assets market is a dynamic arena and their respective prices are often highly unpredictable and volatile. The prices of Virtual Assets are usually not transparent and are frequently highly speculative and susceptible to market manipulation. In the worst-case scenario, the product could be rendered worthless. Moreover, there is always a risk that changes in the applicable legislative or regulatory regime may adversely affect the use, transfer, exchange, and value of Virtual Assets. Virtual Assets' markets and exchanges are not currently regulated with the same control, and customers are not entitled to the same protections, available in relation to other financial instruments. You are solely responsible for determining whether any contemplated or actioned use of the Services is appropriate based on your personal goals, financial status and risk willingness. We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and/or sell your Virtual Assets on the open market at any particular price or time.

For more information about risks related to Virtual Assets please refer to your [Cryptocurrency Risk Disclosures page](#).

8.2. No Advice or Guarantee

The content provided as part of the Services is for informational purposes only and should not be considered legal or financial advice. We may provide information on the price, range or volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. Currency.com is not acting and cannot act as an advisor, including as to any financial, legal,

investment, insurance or tax matters. Any information provided by Currency.com is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you. You should consult with an attorney or other professional to determine what may be best for your individual needs. Currency.com does not make any guarantee or other promise as to any results that may be obtained from using the Services. You should not make any investment decision without first consulting your financial advisor and conducting your own research and due diligence.

8.3. Internet and Computers Transmission Risks

There are risks associated with utilising an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information or assets (including your Virtual Assets) stored on your behalf. Additionally, there is a risk of cyber-attacks on the security, integrity or operation of the Virtual Assets' distributed ledger technology or any other underlying technology.

8.4. Distributed Ledger Technology Risks

Distributed ledger technology (also referred to throughout the Terms as "**blockchain**") may be an independent public peer-to-peer network and not controlled in any way or manner by us and, as such, we shall not be responsible for any failure, mistake, error or breach which shall occur on the blockchain or in any other networks on which the Virtual Assets are being issued or otherwise traded. You will be bound and subject to any change or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the blockchain functionality nor for any breach of security in the blockchain.

8.5. Forks

The underlying protocols are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a virtual assets network and implement changes in operating rules or other features ("**Forks**") that may result in more than one version of a network (each, a "**Forked Network**") and more than one version of a virtual asset ("**Forked Assets**").

You understand and acknowledge that Forked Networks and the available supply of any Forked Assets are wholly outside of the control of Currency.com, and you further acknowledge that our ability to deliver Forked Assets resulting from a Forked Network may depend on third parties that are outside of our control. You understand and acknowledge that Forks may materially affect the value, function, and/or even the name of the virtual assets you store in your Wallet(s). In the event of a Fork, you understand and acknowledge that Currency.com may temporarily suspend the Services (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support (if any).

8.6. Past performance is not an indication for future performance

Exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of Virtual Assets' and fiat money exchange rates should not be taken as an indicator of future movements in such exchange rates.

9. Fees

9.1. By using our Services, you may incur certain fees and commissions as set out and available [here](#) (the “Fees”), and as may be presented to you through the Platform when accessing and using the different Services. We may revise and update the different Fees that are applicable to the Services from time to time and in our sole discretion. In consideration of us providing you with the Services, you authorise Currency.com to automatically debit your Account for any Fee due to us in accordance with the Terms.

10. Taxes

10.1. Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your Account hereunder, including all applicable country, federal, state and local taxes if applicable. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You also agree that we may set-off such amounts.

11. Intellectual Property

11.1. All content on the Platform is the property of Currency.com and, unless otherwise specified herein, is protected by copyright, patent, trademark and any other right that is available to us under applicable laws for the protection of intangible assets.

11.2. Subject to Clause 11.3 below, the trademarks, trade names, service marks and logos of Currency.com and others, software, applications, text, images, graphics, data, prices, trades, charts, graphs, video, audio materials, and any other form of intellectual property or intangible assets (“**Intellectual Property**”) used on the Platform belong to Currency.com. You shall not copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or distribute in any way, form or by any means, whether manual or automated, any part of our Intellectual Property. Any such unauthorized use may violate our rights under applicable laws and could result in criminal or civil penalties against you.

11.3. Notwithstanding any of the above, any Intellectual Property on the Platform belonging to a third party shall remain property of that third party.

12. Treatment of your personal information

- 12.1.** Please rest assured that any Personal Information (as defined under Regulation (EU) 2016/679 (“**GDPR**”)) that we may need to process to provide you with the Platform and the Services or in connection with the Platform and the Services, will be processed in accordance with our Privacy Policy, as amended from time to time, available [here](#), and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing.

13. Disclaimer

- 13.1.** The Platform and the Services are provided “**AS IS**”, without guarantees of any kind, either expressed or implied. While we strive to maintain access to the Platform, all online services suffer from occasional disruptions and outages and we are not liable for any disruption or loss you may suffer as a result. Therefore, please note that we do not provide any guarantees that access to the Platform and the Services will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information. However, we use reasonable endeavours to ensure that you can access the Platform and the Services in accordance with these Terms. Please also note that we may suspend access to the Platform for maintenance and that will make reasonable efforts to give you sufficient notice of such disruption. However, you acknowledge and accept that this may not be possible in an emergency.
- 13.2.** For the avoidance of doubt, the Platform and any other online or offline material offered or produced by us, does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, to any person for whom access and use of the Services and the Platform is unlawful, or to whom it is otherwise unlawful to make such an offer or solicitation.
- 13.3.** Currency.com **DOES NOT** offer or intend to offer, nor purport to offer to you or any of the Users any investment or financial advice, nor any other form of advice in relation to the Services.
- 13.4.** For the avoidance of doubt, the ability to access the Platform and the Services **DOES NOT** mean that the Services are legally viable under rules, laws, and regulations that are applicable to you. It is your sole responsibility to verify that you have the legal capacity to access and to use the Platform and the Services. Failing to do so constitutes a breach of the duty you are subject to under the warranties listed in section 14 below.
- 13.5.** We do not provide any guarantee for any Third Party. You acknowledge and agree that you are solely responsible for your relationship with any Third Party. We shall not be liable for anything arising out or as a result of your acceptance to be bound to any Third Party terms and conditions
- 13.6.** You understand and acknowledge that we do not guarantee that Orders placed on the Platform will be executed, and that we have the right to cancel any Order in accordance with section 5.8 above, without any liability whatsoever to the fullest extent permitted by law, including but not

limited to liability for damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss arising from our decision.

- 13.7.** We shall not be liable for any inability to modify an Instruction. You understand and agree that, if an Instruction cannot be cancelled or modified, you are bound by any execution of the original Instruction.
- 13.8.** We shall not be liable for any loss you may incur as a result of the Measures, and of our Right To Liquidate.
- 13.9.** We shall not be responsible or liable for any loss, damage, or other form of sufferance resulting from any of the risk detailed in section 8 above.
- 13.10.** We shall not be liable for, and we shall enjoy sole discretion when determining whether or not to support a forked network. You agree that we may determine the approach to such forked Virtual Assets, which may include abandoning or otherwise electing not to support such forked Virtual Assets as part of the Services. You understand and hereby acknowledge that Currency.com is unlikely to support most forked networks and that most forked Virtual Assets will likely not be made available to you, and that you shall have no right, claim, or other privilege to a forked Virtual Asset that is not supported by Currency.com.

14. Warranties

- 14.1.** You hereby warrant and guarantee that in accessing and/or using the Platform and the Services:
- 14.1.1. you are complying with the Terms and Policies and that you will comply with the Terms and Policies at all time;
 - 14.1.2. you are complying with all rules, laws, and regulations applicable to you (as these may be from time to time) by virtue of your place of residence, or by virtue of any circumstance that is otherwise specific to you;
 - 14.1.3. if you are a natural person, that you are at least 18 years old;
 - 14.1.4. you are of sound mind, and legally capable of taking responsibility for your own actions;
 - 14.1.5. you will comply at all time with the Terms and will not take any action which is in breach of the Terms, or any applicable law, rule, and regulation, or cause, induce and/or assist any other person to carry out any such action;
 - 14.1.6. you will not behave immorally, and in a manner that may put our reputation at risk;
 - 14.1.7. any and all information that is associated with your Account is correct and that you shall maintain it correct and up to date;
 - 14.1.8. any and all Virtual Assets and fiat money Deposited or otherwise used in connection with your Account and with the Platform derives exclusively from legitimate activities;
 - 14.1.9. you will ensure that any and all information provided under each Order is accurate, correct and a reflection of your intention;
 - 14.1.10. you shall maintain the Account Security at all time;

- 14.1.11. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform;
- 14.1.12. before using any of the Services, you shall make your own independent assessment as to whether the Services are appropriate for you, based upon your understanding of the risks detailed in section 8 above, upon your own judgment, and upon such independent advice as you may seek from any third party advisers to the extent to deem it necessary.
- 14.1.13. you are not engaged, either directly or indirectly, in any of the following prohibited activities:
 - a. registration of more than one Account, unless explicitly allowed by us in writing, following a request pursuant to section 7.4 above;
 - b. registration of an Account if your previous account was suspended indefinitely or terminated by us, unless explicitly allowed by in writing;
 - c. participation in any attempts to manipulate or in any way subvert the rights or obligations of Currency.com, any User, or any third party;
 - d. initiation or in any way participation in any attempts to gain unauthorized access to any part of the Website or any part of the Platform, or in any way impair the security, functionality or performance of the Platform, or the Services;
 - e. infringement of Currency.com's or any third party's Intellectual Property, or rights of publicity or privacy;
 - f. act in a manner that is defamatory, libellous, threatening or harassing with respect to your interaction with us;
 - g. harass Currency.com employees, agents, or other Currency.com Users;
 - h. provide us with false, inaccurate or misleading information;
 - i. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to Currency.com; and
 - j. you are entitled to and have all necessary rights to any Intellectual Property submitted by you or otherwise uploaded to the Platform.

14.2. Currency.com hereby warrants to you that we shall provide the Services with reasonable care and skill in accordance with the Terms, and that we endeavour that the Platform provides for a safe environment for you to enjoy the Services and a brave new world of Virtual Assets.

15. Indemnities

15.1. To the widest extent permitted by law, you hereby agree to protect, defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from:

- 15.1.1. your use of and access to the Platform and the Services;
- 15.1.2. any breach of the Terms, including a breach of any of the warranties listed in section 14 above;

- 15.1.3. any breach of any rule, law or regulation on your part, and any immoral behaviour you undertake, either directly or indirectly;
- 15.1.4. your acceptance, breach, or any other activity connected to Third Parties' terms and conditions;
- 15.1.5. your violation of any Third Party right, including without limitation any Intellectual Property or other proprietary right;
- 15.1.6. your inability to access or use the Services, including your inability to Deposit and Withdraw Virtual Assets or fiat currency, resulting from:
 - a. your non-compliance with any Verification Process or other compliance procedures which we may, in our reasonable discretion, require you to go through from time to time;
 - b. any applicable rule, law, or regulation;
 - c. any Unauthorised Use, arising out of or in connection with your breach of the Terms, including any failure to safeguard the security of your Account;
 - d. any damage or losses resulting from theft or any loss of control of your Account, other than theft and loss of control resulting from our fault or negligence.

The indemnification obligations under this section shall survive any termination or expiration of the Terms or the User's use of the Platform or the Services.

16. Limitations of Liability

16.1. TO THE WIDEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CURRENCY.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER, CAUSED BY ANY OF THE FOLLOWING, INCLUDING BUT NOT LIMITED TO (I) ANY ERRORS, MISTAKES OR OMISSIONS BY THE USERS WHEN USING THE PLATFORM OR THE SERVICES WHICH CAUSE OR RESULT IN THE LOSS OF ANY AND ALL OF THEIR VIRTUAL ASSETS AND/OR FIAT MONEY, (II) ACCURACY, COMPLETENESS OR CONTENT OF AND ON THE PLATFORM, (III) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO OUR PLATFORM, (IV) THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (VI) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VII) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VIII) ANY INTERRUPTION OR CESSATION OF THE SERVICES, THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE PLATFORM, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/OR (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF A USER'S USE OF THE PLATFORM OR THE SERVICES, WHETHER

BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT CURRENCY.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CURRENCY.COM'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THE SITE, THE PLATFORM OR THE SERVICES.

17. Miscellaneous

17.1. You agree and consent for us to communicate with you through the Platform and through the primary email address that is associated with your Account ("**Primary Email Address**").

It is your responsibility to ensure that you log onto and regularly review the information that we make available to you through the Platform and the Primary Email Address. You shall also review and respond to any notice which we may send you regarding your Account Information, and to promptly reply to any of our questions. Failure to contact us in a timely manner in accordance with the Terms may result in loss of funds and/or important rights.

17.2. You and Currency.com agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any User cannot and may not affect any other User.

17.3. These Terms do not intend to confer any benefit on any third party, and no third party shall have any rights to enforce any of these terms against us.

17.4. You may not transfer, assign, or sell any rights or obligations you have under the Terms or otherwise grant any third party a legal or equitable interest over your Account without our prior written consent. Currency.com reserves the right to transfer or assign the Terms or any right or obligation under the same to any party and at any time.

17.5. If we fail to enforce any of our rights under any these Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

17.6. We may comply with any subpoena, levy, or other legal process brought against you if we believe it to be valid. We may notify you of such a process electronically, by phone, or in writing.

- 17.7.** We reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any content, in whole or in part, from the Platform if we deemed that such content is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.
- 17.8.** Unless stated otherwise in these Terms, if any provision of the Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.
- 17.9.** We reserve the right to amend, revise, modify, and/or change the Terms and/or the Services at any time. All changes shall take effect immediately and such updated version of the Terms shall be published through the Platform. You are solely responsible to periodically review the Terms. If you do not agree with any such modification, your sole and exclusive remedy is to stop your use of the Services and submit a request to terminate your Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services and/or these Terms, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.
- 17.10.** We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Services.
- 17.11.** The Terms, including the Policies and any other document or information incorporated by reference constitutes the entire agreement between you and Currency.com, and govern your access to the Platform and use of the Services, superseding any prior agreements between you and Currency.com with respect to the Platform and the Services.
- 17.12.** If any provision or section of the Terms is found by a court of the competent jurisdiction or arbitrator to be invalid or unenforceable, the parties agree that the court or arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. If the court or arbitrator cannot do so, then the parties agree that the court or arbitrator should strike the invalid or unenforceable provisions, and that the remaining provisions be given their full force and effect.

18. User Support and Complaints

- 18.1.** We take complaints seriously. Should you wish to make a formal complaint about us, about the Platform or about the Services we provide, please consult our [Complaints Policy](#) and contact our Support Team at support@currency.com.
- 18.2.** If you want to contact us via regular mail, please send your correspondence to the following address:

*Currency Com Limited
Suite 23, Portland House
Glacis Road, GX11 1AA*

Gibraltar

18.3. Please note that you have the right to request, at any time and in your sole discretion, a copy of the respective Terms.

19. Governing Law and Dispute Resolution

19.1. The Terms are governed by and construed in accordance with the laws of Gibraltar, unless otherwise expressly provided herein. All disputes and controversies arising out of or in connection with the Platform and/or the Services shall be submitted to the courts of Gibraltar.