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## TERMS & CONDITIONS

### **1. What are these Terms and Conditions?**

1.1 These Terms and Conditions set out the terms on which Xcryptex provides the Site and provides the Services and on which You agree to use the Site and to use the Services. These Terms and Conditions apply to all Orders made via the Site.

1.2 Please review these Terms and Conditions carefully and make sure that You understand them before using the Site and/or making an Order. If You do not agree to these Terms and Conditions, You must cease use of the Site and must not make an Order through the Site

### **2. Acceptance of Terms and Conditions**

2.1 By using the Site you accept and agree to be bound by these Terms and Conditions.

2.2 Xcryptex may at any time modify these Terms and Conditions. Xcryptex will notify you of any changes to these Terms and Conditions either by emailing You (at the email address entered by You into the registration form on the Site). By continuing to use the Site after changes to these Terms and Conditions are made and notified to You, You agree to be bound by such changes.

2.3 You can review the most current version of our Terms and Conditions at any time by clicking on the "Terms and Conditions" link located at the bottom of the Site. It is Your responsibility to ensure that You are familiar with the current Terms and Conditions. You are advised to check the above link on a regular basis.

### **3. Definitions**

3.1 In these Terms and Conditions:

“Account” means the account of a User with Xcryptex which is created when a User registers with Xcryptex by completing the registration form available on the Site.

“Xcryptex”, “we” and “us” are references to Xcryptex.

“Customer”, “Your” and “You” means a user of the Site who makes a registration via the Site.

“Site” means the products published through [www.xcryptex.com](http://www.xcryptex.com) by Xcryptex from time to time including without limitation the trading platform at [www.xcryptex.com](http://www.xcryptex.com) and their subdomains.

#### **4. Registering as a User**

5.1 You may access the public areas of the Site which contain general information about Xcryptex and our service without registering as a Customer.

5.2 The Customer undertakes to provide Xcryptex as soon as practicable on demand with any and all information that Xcryptex may require, or in Xcryptex's sole and absolute discretion considers necessary, including without limitation for the purposes of providing such information to any applicable governmental or regulatory authority in relation to regulatory compliance or anti-money laundering laws and regulations.

#### **5. Customer Representations**

10.1 The Customer represents and warrants as at the date of each Order and on its Settlement Date that:

- (a) the Customer is not acting for another person;
- (c) the information provided by the Customer in relation to the registration is at the time of the registration complete, accurate, current and not misleading and that any further information requested by Xcryptex is complete, accurate, current and not misleading in all material respects;
- (d) the Customer has not relied upon any other person (including without limitation Xcryptex) in entering into the Order.

#### **6. Intellectual Property**

6.1 Xcryptex and/or its licensor(s) are the sole owners of the Site, which includes any software, domains, and content made available through the Site.

6.2 The Xcryptex brand and the Site are protected by International copyright and other intellectual property laws. W

6.3 Xcryptex and its graphics, logos, icons and service names related to the Site are registered and unregistered trademarks or trade dress of Xcryptex. They may not be used without Xcryptex's prior express written permission.

6.4 All other trademarks not owned by Xcryptex that appear in connection with the Site are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Xcryptex.

## **18. Privacy**

You provide us with information when You register an via the Site. Any information that You submit or that we collect when You are using the Site is subject to the Xcryptex Privacy Policy, the terms of which are hereby incorporated into these Terms and Conditions.

## **19. General**

19.1 These Terms and Conditions are agreed between You and us. No person shall have any rights under or connection with these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001.

19.2 If any court or competent authority decides that any term of these Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

19.3 Our failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or any other provision and will not relieve You from the obligation to comply with such provision.

19.4 You irrevocably agree that the courts of the EU shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions agreement or their subject matter or formation (including non-contractual disputes or claims).