

# Venus Exchange Services OÜ Terms and Conditions

Created 20/08/2020

These terms and conditions (these "Terms") create a binding agreement between Venus Exchange Services OÜ, with registration No. 14732050, licensed by Financial Intelligence Unit ("FIU") into providing services of exchanging a virtual currency against the fiat currency (FVR001315) and providing a virtual currency wallet service (FRK001196) having its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 2-KRM2, 10119, an entity existing under the laws of Estonia ("Venus OÜ", "We" or "Us") and you, and control the use of this site (the "Site"), which was created by Venus OÜ in order to provide services and acts as agent to purchase and sell Bitcoins (BTC), Ether (ETH) and/or any other virtual or cryptographic currency as may be added by Venus OÜ from time to time according to Venus OÜ's sole discretion ("Crypto Coins"), as well as any other services offered by Venus OÜ from time to time, shall be referred to together as the "Services").

By indicating your acceptance to these Terms ("I agree") and/or by accessing or using the Services you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. Venus OÜ reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for reviewing these Terms periodically. Your continued use of the Services after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to the Terms your only remedy is to discontinue your use of the Services. If you violate the Terms, Venus OÜ reserves the right to immediately terminate or suspend the account you have created using the Services. You agree that Venus OÜ need not provide you notice before terminating or suspending your account.

When using or opening an account with Venus OÜ on behalf of a company, entity, or organization (collectively, "**Subscribing Organization**"), you represent and warrant that you: (i) are an authorized representative of that Subscribing Organization with the authority to bind that organization to these Terms and grant the licenses set forth; and (ii) agree to these Terms on behalf of such Subscribing Organization.

## **1. THE SITE; YOUR ACCOUNT. USE OF THE SERVICES.**

1.1. Venus OÜ has created a Site that enables users to trade (buy and sell) Crypto Coins. The transactions made on the Site may be subject to certain limitations, including with respect to minimum and/or maximum amounts for each transaction. Different limitations may apply to different Crypto Coins and limitations may be changed from time to time in view of regulatory changes and/or at Venus OÜ's sole discretion. We may refuse to perform any transaction at our sole and absolute discretion, including without limitation, in view of any breach by you of any regulation, policy or these Terms. Unless specifically stated otherwise, transactions on the Site are irreversible.

1.2. These Terms permit you to use the Site and Services, subject to certain conditions, rights and obligations. **You should only use the Services if you are familiar with cryptocurrencies, blockchain technology and related issues. We highly recommend learning the basics for the above before starting to use the Services.** Among others, changes may apply to the way cryptocurrencies may be purchased and used, including without limitations, with respect to

regulatory requirements, reporting, tax issues, know your clients procedures, anti-money laundering, etc.

1.3. If you are a registered user using the Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You should keep your password confidential at all times and not share or disclose it to any third party. You shall be solely liable to any such disclosure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Venus OÜ is not responsible for third party access to your account that results from theft or misappropriation of your account. Venus OÜ and its associates reserve the right to refuse or cancel service before the order is completed, terminate accounts, or remove or edit content in our sole discretion. If you think that someone has gained access to your account, please immediately reach out to Venus OÜ.

1.4. Creation of an account and the use of the Services are permitted only to users of the age of 18 or more. It is your responsibility to provide proof, at Venus OÜ's request, that you meet this age limitation. We disclaim any liability or loss in case you dishonestly provide unauthentic proof of your age. You may not: (i) create an account using a false identity or information, or on behalf of someone other than yourself; (ii) open or use an account or use the Services, if you are banned under any applicable law or regulation, or by us, from using the Service; (iii) use your account for commercial purposes other than for utilization of the Services, and in any case solely for your own personal account; or (iv) use the account for any illegal conduct.

1.5. The Site, the Services, and the information and content available therein (“**Venus OÜ Content**”) are protected by international copyright and other laws. Venus OÜ hereby grants you a limited license to use the Venus OÜ Content solely as required to use the Services for your personal, internal private and/or business purposes. Venus OÜ is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Services. We are solely the provider of the Services.

## **2. LICENSE.**

2.1. License. Use of the Site is governed by these Terms. Subject to your compliance with the Terms, Venus OÜ grants you a limited, non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Site solely for your personal or internal business purposes.

2.2. Updates. The Site and Services are evolving and we may update the Site and Services at any time, without providing notice.

2.3. Additional Restrictions. By accessing the Services, you agree not to: (a) sell, license, lease, transfer, assign, reproduce, distribute, host or otherwise exploit the Services or the Venus OÜ Content, or any portion thereof; (b) frame or enclose any brand name, trademark, logo, or other Venus OÜ Content, (including images, text, audio, video, page layout or form); (c) use any metatags or other “hidden text” using Venus OÜ’ name or trademarks; (d) copy, modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services; (e) use any manual or automated software, devices or other processes; (f) access the Site or Services in order to build a similar or competitive products; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Venus OÜ Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Venus OÜ Content. Venus OÜ, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use

of the Services terminates the agreement between us including the license granted by Venus OÜ herein.

2.4. **Third-Party Services.** The Services may link, incorporate, or may otherwise provide access to, third party sites, applications or materials that are hosted by another party, including digital currencies such as Ethereum and Bitcoin or cryptocurrency exchanges such as Venus OÜ's own proprietary exchange (collectively, "Third Party Services"). You agree that it is impossible for Venus OÜ to monitor Third Party Services and that you access them at your own risk. Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy. To the extent Third Party Services incorporated into or linked to from the Services have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service. We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities. When you click on a link to any Third Party Service, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Venus OÜ does not make any representations with respect to Third Party Services, or their products or services. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### **3. FEES AND PAYMENT ISSUES.**

3.1. In consideration of the Services, Venus OÜ may charge a commission and/or other fees, as shall be posted by Venus OÜ on the Site from time to time. Venus OÜ may change such commissions and fees from time to time at its discretion.

3.2. Venus OÜ may use third parties to receive funds, to process certain types of payments, to conduct risk analysis and/or offer Crypto Coins, as applicable for the requested Service and for the selected payment method ("**Third Party Service Providers**"). Venus OÜ reserves the right to change and replace any Third Party Service Provider at its sole discretion. Services provided by Third Party Service Providers are governed exclusively by the terms of use of such Third Party Service Providers, and Venus OÜ has no responsibility or liability with respect to any of their acts or omissions and any result thereof.

### **4. USER CONTENT.**

You are responsible for all data and information provided or uploaded by you to the Services ("**User Content**"), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual ("**Personal Information**") in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.

## 5. OWNERSHIP.

5.1. Venus OÜ and its suppliers own all right, title and interest in and to the Site, Services, and the Venus OÜ Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or the Venus OÜ Content.

5.2. Trademarks. The Venus OÜ trademarks and other related graphics, logos, service marks and trade names used on or in connection with the Services and the Site, are the trademarks of Venus OÜ and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.

5.3. User Content. You own all intellectual property rights associated with your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and any Third Party Services used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to (a) comply with legal process; (b) enforce these Terms, (c) respond to your requests for customer service, or (d) protect the rights, property or personal safety of Venus OÜ, our employees, directors or officers, partners and agents, or members of the public.

5.4. Feedback. You may provide ideas, suggestions, documents, and/or proposals about the Services to Venus OÜ through any means (“**Feedback**”), and you grant Venus OÜ a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

## 6. USER CONDUCT.

You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Venus OÜ; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; or (h) attempts to do any of the foregoing.

You represent and declare that the origin of all of the funds transferred to the Site is from your own personal finances and that the origin of the money is legitimate and is not related to any illegal activity. In addition, you represent and declare that you paid all required taxes and other mandatory payments and have timely filed all required reports with respect to such funds as required by applicable law.

## 7. INDEMNIFICATION.

You agree to indemnify and hold Venus OÜ, its affiliated companies, and their respective shareholders, officers, employees, agents, partners and licensors (collectively, the “**Indemnified Parties**”) harmless from any claims, actions, damages, losses, costs, liabilities and expenses

(including reasonable attorneys' fees and other expenses) relating to or arising out of: (a) your use of, or inability to use, the Site and the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including without limitations any intellectual property rights or privacy rights, and including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations and/or third party policies, terms of use, guidelines, etc. Venus OÜ may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Venus OÜ in asserting any available defenses.

## **8. DISCLAIMERS.**

8.1. Blockchain technology and specifically Crypto Coins are relatively new concepts which are still being examined and analyzed by governmental entities around the world. Currently, the Services are, to Venus OÜ's knowledge, not regulated in many jurisdictions while in other jurisdictions any existing regulation is constantly developing. In the event that a regulatory entity in any applicable jurisdiction imposes new regulations or other restrictions on the Services, Venus OÜ may, in its sole discretion, either modify these Terms, its internal policies, the Services themselves and/or the Site, or, if Venus OÜ deems such actions as required or advisable in order to prevent any adverse effect to its business or customers, to suspend or terminate the Services or any part thereof, in order to be in full compliance with such new regulations or restrictions.

8.2. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VENUS OÜ EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE OR THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, USEFULNESS, AUTHORITY, ACCURACY, COMPLETENESS AND TIMELINESS. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE AND SERVICES RESTS ENTIRELY WITH YOU. Venus OÜ makes no warranties or representations with respect to the timeliness of any transactions on the Site (or that any such transaction shall be performed) or with respect to any rates and/or other financial information quoted or posted on the Site. Such rates and financial information constitute estimations only and may not be the final rate for a specific transaction. In addition, such rates and financial information may be dependent on third party services provider for which Venus OÜ has no responsibility whatsoever.

8.3. In addition, Venus OÜ makes no warranties or representations about the accuracy or completeness of the content of the Services and/or any content provided therein and of the content of any sites linked to the Services and assume no liability or responsibility for any: (i) Errors, mistakes, or inaccuracies of content; (ii) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services; (iii) Any unauthorized access to or use of Venus OÜ's secure servers and/or any and all personal information and/or financial information stored therein; (iv) Any interruption or cessation of transmission to or from the Services; (v) Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party; or (vi) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services

8.4. VENUS OÜ IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD VENUS OÜ LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY SERVICES AND THIRD PARTY

PROPERTIES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

## **9. LIMITATION OF LIABILITY.**

9.1. In no event will Venus OÜ, its directors, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Services or other materials on, accessed through or downloaded from the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not Venus OÜ has been advised of the possibility of these damages.

9.2. IN ANY CASE, OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS SHALL NOT EXCEED AMOUNTS PAID BY YOU DIRECTLY TO US FOR THE USE OF THE SERVICES HEREUNDER. AS SUCH, IF YOU HAVE NOT MADE ANY PAYMENTS TO US IN ORDER TO USE THE SERVICES, WE SHALL NOT HAVE ANY LIABILITY TO YOU WHATSOEVER. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## **10. TERM AND TERMINATION.**

10.1. These Terms commence on the date when you accept them and remain in full force and effect for so long as you access or use the Site or the Services, unless terminated earlier in accordance with these Terms.

10.2. Venus OÜ may, at any time and for any reason, cease providing any or all of the Services, and/or terminate these Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Services if you breach any provision of these Terms or if Venus OÜ is required to do so by law, court order, the instruction of a governmental entity, etc.

## **11. MISCELLANEOUS.**

11.1. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision as permitted by applicable law, and the remaining terms of these Terms shall remain in full force and effect.

11.2. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and us or enables you to act on our behalf.

11.3. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and supersedes any other agreements, understandings or warranties.

11.4. Nothing contained in these Terms shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct. Non-enforcement of any term of these Terms does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

11.5. We may assign our rights under these terms to any third party. You may not assign your rights or obligations hereunder except as we expressly permit in writing.

11.6. Any notice to be provided to you pursuant to these Terms may be provided to the email address or other contact information you have provided to us. By using or visiting the Services, you agree that the laws of Estonia, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you

and us. Any claim or dispute between you and us that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in the Estonia, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in such.