

## TERMS AND CONDITIONS CRYPTOCITY EXCHANGE

Welcome to <https://cryptocity.exchange> (the "Platform" or "CryptoCity.Exchange"), an online platform owned and operated by Nimiq. (hereinafter referred to as the "Website", "We," "Us," or "Our") (hereinafter referred to as "the Company"). The Website is offered to you conditioned on your acceptance without modification of the Terms, Conditions, and notices contained herein (the "Terms").

### **INTRODUCTION:**

Our website is an interface-only online platform that uses two external third-party widgets Coinify and Let's Exchange to enable users to buy, sell and swap cryptocurrencies

The website does not host, operate, or control the functionality or performance of those widgets nor does not offer financial, trading, brokerage, custody, or technical support services all must be provided by the third party

As an online platform that uses external third-party widgets Nimiq does not act as a service provider or intermediary in any transaction or agreement between the users.

By clicking on the "Accept" button at the end of the Agreement acceptance form, Users agree to be bound by the Terms and Conditions of this Agreement, and third-party terms and conditions. Please read this entire Agreement carefully before accepting its Terms. When You undertake any activity on the Website, You agree to accept these Terms and Conditions.

In using this Website, You are deemed to have read and agreed to the following Terms and Conditions set forth herein. Any incidental documents and links mentioned shall be accepted jointly with these Terms. You agree to use the Website only in strict

interpretation and acceptance of these Terms, and any actions or commitments made without regard to these Terms shall be at Your own risk. These Terms and Conditions form part of the Agreement between the Users and Us. By accessing this Website, and/or undertaking to perform a Service provided by Us indicates Your understanding, agreement to and acceptance of the disclaimer notice and the full Terms and Conditions contained herein.

#### **YOU AGREE AND CONFIRM**

By accessing and/or using the Site in any matter, User warrants that have read and reviewed this Agreement and agree to be bound by it. NIMIQ only agrees to provide use of this Site to User if User assent to this Agreement.

That you will use the Services provided by Our Platform and third-party companies, for lawful purposes only and comply with all applicable laws and regulations while using the Platform.

That you will provide authentic and true information in all instances where such information is requested of You.

That you are accessing the Services available on this Website and transacting at Your sole risk and are using Your best and prudent judgment before entering into any dealings through this Platform.

It is possible that the other Users (including unauthorized/unregistered Users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is

possible for others to obtain personal information about You due to Your use of the Platform, and that the recipient may use such information to harass or injure You.

We do not approve of such unauthorized uses, but by using the Platform, You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.

Acknowledge that all services are governed by the respective third-party's Terms of Service and Privacy Policy.

You Automatically accept and become subject to Terms of Service and those partner terms of service when you use their embedded widgets.

You agree to not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information or description/image/text/graphic of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law.

You agree to not post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other

proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

You agree that all interactions with the widgets — including cryptocurrency purchases, sales, swaps, refunds, identity verification, or disputes — are solely between the user and the third-party provider.

You agree to indemnify and keep indemnified the Company from all claims/losses (including advocates' fees for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the User.

#### **LICENSE TO USE SITE**

Third Party may provide User with certain information as a result of User's use of the Site. Such information may include, but is not limited to, documentation, data, or information developed by third party, and other materials which may assist in User's use of the Site. Subject to this Agreement, the two external third-party widgets Coinify and Let's Exchange grants User a non-exclusive, limited, non-transferable, revocable license and limited license to use the Site solely in connection with the use of the Site and Services.

#### **INTELLECTUAL PROPERTY**

User agree that the Site and its original contents, features and functionality provided by NIMIQ are the property of NIMIQ, including all copyrights, trademarks, trade secrets,

patents, and other intellectual property ("Company IP") and are protected by international copyright, trademark, patent, trade secret and any other intellectual property rights laws. User agrees that the Company owns all right, title, and interest in and to the Company IP. User agrees not to reproduce or distribute the Company IP in any way.

## **USER OBLIGATIONS**

As a user of the Site, User may be asked to Coinify or Let's Exchange. When User do so, User will choose an identifier, which may be your email address or another term, as well as a password. User may also provide personal information, including, but not limited to name. User is responsible for ensuring the accuracy of this information. This identifying information will enable User to use the Site and its services. User must not share such identifying information with any third party. Providing false or inaccurate information or using the Site to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

User agrees not to use the Site for any unlawful purpose or any purpose prohibited under this clause. User agree not to use the Site in any way that could damage the Website, Services, or general business of the Company.

User agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Site;

b) Violate the security of the Site through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **DATA LOSS**

NIMIQ does not accept responsibility for the security of User's account or content. User agree that his use of Site is at user's own risk.

## **INDEMNIFICATION**

User agree to defend and indemnify NIMIQ and any of its affiliates (if applicable) and hold harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to User's use or misuse of the Site, User's breach of this Agreement, or conduct or actions. User agree that NIMIQ shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

## **LINKS TO OTHER SITES**

NIMIQ may occasionally post links to third party websites or other services that are not owned or controlled by NIMIQ. User agree that NIMIQ is not responsible or liable for any loss or damage caused as a result of User use of any third party services linked to from our Site, NIMIQ has no control over, and assumes no responsibility for the content, privacy policies or practices of any third-party sites.

## **CHANGES TO THIS AGREEMENT**

NIMIQ reserve the right, at his sole discretion, to modify or replace this Agreement without notice. User agree that NIMIQ has the right to modify this Agreement or revise anything contained herein. User further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Site and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

In the event that User fail to monitor any modifications to or variations of this Agreement, User agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

## **TERM, TERMINATION & SUSPENSION**

NIMIQ may terminate this Agreement with User at any time for any reason, with or without cause or notice, which may result in the forfeiture and destruction of all information associated to the User. NIMIQ specifically reserves the right to terminate this Agreement if User violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

## **WARRANTY DISCLAIMER**

User agree that his use of the Site is at his sole and exclusive risk and that any Services provided by NIMIQ are on an "as is" and "as available" basis. NIMIQ hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose, non-infringement and the implied warranty of merchantability. The Company makes no warranties that the Site or Services will meet User needs or that the Sites will be uninterrupted, error-free, or secure. NIMIQ also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. NIMIQ, its subsidiaries, affiliates, and its licensor do not warrant that: a) the Site will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Site is free of viruses or other harmful components; or d) the result of using the Site will meet your requirements. User agree that any damage that may occurs to the User, through his computer system, or as a result of loss of data from the use of the Site is as his sole responsibility and that NIMIQ is not liable for any such damage or loss.

#### **LIMITATION ON LIABILITY**

NIMIQ, nor its directors, employees, partners, agents, suppliers, affiliates, its subsidiaries, and its licensor be liable for any damages, direct or consequential, that may occur to User as a result of the use of the Site, to the fullest extent permitted by law. User agree to defend, indemnify and hold harmless from any claim, losses, liability costs and expenses, included but not limited to attorney's fees, arising from User violation of any third-party's rights. This section applies to any and all claims by User, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.



#### **GOVERNINIG LAW:**

*Through User use of the Site, User agree that the laws of the State of California, United States of America, shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between User and NIMIQ.*

#### **CONTACT US**

*For any questions or concerns, please email us at the following address: \_\_\_\_\_.*