

## OVERVIEW

This Terms of Service Overview offers you an overview of the key terms that apply to your use of our Site and trading services. While we hope, this summary is helpful, you shall read the complete Terms of Service below since they provide important information about how our services work and what your duties and responsibilities are.

### Terms of Service

These Terms of Service (“**Terms**”) set out the terms and conditions under which NAKAMOTOX operates the Site and provides the Services. By using this Site, registering the Account or using any of our other Services, you are agreeing to accept and comply with the Terms stated below. These Terms apply to all actions related to the Site and the Services. If you do not agree to be bound by these Terms, do not access or use the Services and do not take any further actions towards entering or using the Site.

### The Site and Services

NAKAMOTOX provides you with a way to trade certain legal tender (such as Euros) for digital assets (such as bitcoins and ether) and vice versa, and to trade one type of digital asset for another type of digital asset. Additionally, the range of services available to you will depend in part upon the country from which you access the Site.

The Site is a platform that matches your trades with open orders from other users of the Services at your direction. Users are not able to predetermine a trade with a particular user or with a particular account. Additionally, an order may be partially filled or may be filled by multiple matching orders.

### Eligibility

You must meet certain eligibility criteria to use the Site. For example, you must be 18 years old or even older if required by law that applies to you and there are certain locations from which you may not be able or allowed to use some or all Services. Additionally, there are certain things you cannot do when using the Site, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems.

### Trading Risks

The trading of Digital Tokens involves significant risk. Due to price fluctuations, you may increase or lose value in your assets at any given moment. Fiat Currencies or Digital Tokens may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading on the Site.

Digital Tokens trading also has special risks not generally shared with official Fiat Currencies or goods or commodities in a market. Most cryptocurrencies are “*backed*” only by technology and trust. There is no central bank that can take corrective measure to protect the value of Digital Tokens in a crisis or issue more currency.

Digital Tokens trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. Confidence in any Digital Token might decrease or collapse because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, contentious hard fork, or potential technical problems such as: the

pseudonymity of the system is compromised, if cryptocurrency is lost or stolen, or if hackers or governments are able to prevent any transactions from being included in blocks.

There may be additional risks that we have not foreseen or identified in these Terms.

You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading Digital Tokens.

Engaging in trades may be even more risky if you engage in any margin trades or use any other sophisticated trading options. Please don't use the Site or any of the trading options if you do not fully understand these risks.

### **Financial Advice**

For the avoidance of doubt, NAKAMOTOX does not provide any investment advice in connection with the Services. NAKAMOTOX may provide information on the price, range, volatility of Digital Tokens but this is not considered investment advice and should not be construed as such. Any decision to purchase or sell Digital Tokens is your decision.

## **TERMS OF SERVICE**

### **1. Interpretation**

In these Terms and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

"**AML**" means anti-money laundering;

"**Account**" means user account accessible via the Services;

"**Digital Token**" means virtual/crypto currencies that may be purchases, sold or traded via the Services (e.g. bitcoins, litecoins, and ethers);

"**Fiat Currencies**" means currency established as money by government regulation or law (e. g. euro);

"**Fork**" means changes in the underlying software supporting the Digital Token (protocol changes); some Forks may even lead to split of the network;

"**NAKAMOTOX**" means NAKAMOTOX LTD, a private limited company incorporated in England and Wales, with company number: 10896962, with its registered office at Suite 4056 10 Great Russell Street, London, United Kingdom, WC1B 3BQ;

"**Personal Information**" means information that identifies an individual, such as name, address, e-mail address, trading information, and banking details. Personal Information does not include anonymised and/or aggregated data that does not identify a specific user;

"**Service**" means any of the services, functions, or features offered on the Site;

"**Site**" means the Internet website [www.nakamotox.com](http://www.nakamotox.com);

"**Terms**" means these terms and conditions of Services, as they may be changed, amended, or updated from time to time (including the Privacy Policy);

### **2. General Provisions**

2.1. For the avoidance of doubt, these Terms have two parties: you and NAKAMOTOX. Any and all terms, conditions, licences, limitations, and obligations contained within

and on the Site, are incorporated into these Terms by reference, including, without limiting the generality of the foregoing, the following Site policies and pages: The Privacy Policy and the Fees Schedule. In the event of any inconsistency between these Terms and any other pages or policies on the Site, these Terms shall prevail.

- 2.2. By creating an Account or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms. If you disagree with these Terms or with any subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the case of disagreement is to stop using all of the Services.
- 2.3. These Terms may be amended, changed, or updated by NAKAMOTOX at any time and without prior notice to you. You should check back every time you access the Site or use the Services to confirm that your copy and understanding of these Terms is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms, as modified by such amendments, changes, or updates.
- 2.4. These Terms are governed by English Law. This means that the Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by English Law. The parties agree to irrevocably submit to the exclusive jurisdiction of the English Courts.
- 2.5. You acknowledge that these Terms, Privacy Policy, and other notices posted through the Services have been drafted in English. You agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents will prevail.
- 2.6. Please note that all transactions of Digital Tokens on or off the Site may be subject to fees levied by NAKAMOTOX as set out and updated in the Fees Schedule). Our fees are found on this page: Fees Schedule.
- 2.7. By using this Site, you also consent to our Privacy policy.
- 2.8. The use of the Site and any Services is void where prohibited by applicable law. We currently only provide Services in the countries listed here. The availability of certain countries may change from time to time and without notice due to regulatory requirements, conditions in the country or circumstances otherwise beyond our control. Always check our Site for a list of currently available countries.

### **3. Account**

- 3.1. In order to use any of the Services, you must first register by providing your name, an e-mail address, country of residence, password, and affirming your acceptance of these Terms; particular exemptions from the abovementioned requirements may apply on users allowed to trade only Digital Tokens to the limited extent. NAKAMOTOX may, in our sole discretion, refuse to allow you to establish an Account, or limit the number of Accounts that a single user may establish and maintain at any time.
- 3.2. In order to use certain features of the Services, including certain transfers of Digital Tokens and/or Fiat Currencies, you may be required to provide NAKAMOTOX with certain Personal Information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, citizenship, and information regarding your bank

account (e.g., financial institution, account type, routing number, and account number). If a company, then also company name, seat, identification number, board of directors' names.

- 3.3. In submitting Personal Information, as may be required, you verify that the information is accurate and authentic, and you agree to update NAKAMOTOX if any of the information changes. You hereby authorize NAKAMOTOX to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.
- 3.4. You may be also required to provide us with further information documents, such as ID details, proof of address etc. You may be also required to confirm your identity by taking pictures or videos of yourself or by other means.
- 3.5. During the verification period your Account may, at our entire discretion, be suspended. We may do so at our sole discretion with no limitation and regardless chosen verification level.
- 3.6. Once your Account application has been approved you will be able to deposit, trade and withdraw Digital Tokens and Fiat Currency (if applicable). NAKAMOTOX reserves the right to suspend your account at any stage and request further information or documentation as may be required. This may be because you have reached one of our deposit, withdrawal or trading thresholds. At this stage, we may ask you to provide us with further information surrounding your background in order, for example, to understand more clearly your financial profile. You agree to cooperate with NAKAMOTOX in this respect.
- 3.7. We may refuse your Account application for a number of reasons and are under no obligation to inform you of the reasons behind the decision. We expressly reserve the right to cancel and/or terminate accounts that have not been verified despite our good faith efforts to contact you seeking such verification.

#### **4. Deposits and Withdrawals**

- 4.1. NAKAMOTOX allows you to deposit and withdraw Digital Tokens or Fiat Currency by the means indicated on this Site. These deposit and withdrawal methods may change. You will ensure that when depositing or withdrawing from/to your Account, you will follow all instructions stated on the Site.
- 4.2. If you are depositing in Digital Tokens, you confirm that the Digital Tokens have been acquired via legitimate means. You may be required at any time to explain the source of these Digital Tokens funds.
- 4.3. In the course of processing and sending any withdrawals in Fiat Currency or Digital Tokens, NAKAMOTOX may be required to share your customer information with other contractual third parties. You hereby irrevocably grant full permission and authority for NAKAMOTOX to share this information with such contractual third parties and release NAKAMOTOX from any liability, error, mistake, or negligence related thereto.

- 4.4. The time for withdrawals can depend on the method used. A bank transfer may take up to 7 working days depending on where you are located and the currency of the transfer, withdrawal requests made in Digital Tokens will be processed immediately but in some cases, it may take up to 48 hours. Furthermore, Digital Tokens withdrawals may be delayed due to delays, errors or any other obstacles or difficulties caused by the network relevant to the Digital Token, by the network's nature, its stakeholders etc.
- 4.5. Where you are withdrawing via bank transfer we will transfer your Fiat Currency from our pooled bank accounts and the amount and fee will be deducted from your Account. You will be required to pay for any fees we incur in transferring the funds to you. For withdrawal fees see our Fees Schedule.
- 4.6. Deposits and withdrawals may be subject to limits of maximum allowed amounts per 24-hours as well as to limits of maximum allowed amounts per any other period specified by NAKAMOTOX. Some types of deposits and withdrawals may be subject to holding periods (specified time during which the request remains on hold and will be processed after the time period has passed).
- 4.7. Without prejudice to other provisions of the Terms, shall be NAKAMOTOX under no circumstances responsible for any delay or failure with deposit or withdrawal of the funds caused by third parties, circumstances arising from the Digital Token's network or internet network, technical issues of the Site or by any other circumstances caused not by NAKAMOTOX's fault.

## **5. Trading**

- 5.1. The Site is a trading environment for the purchase and sale of Digital Tokens. Purchases and sales of Digital Tokens on the Site are settled by actual delivery of the full amount of the Digital Tokens by the seller to the buyer's account against payment in full by the purchaser to the seller's account. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.
- 5.2. Note that the trade may not be matched immediately as it depends on the liquidity in the market. It may however be matched later. When buying, or selling, you can also choose option for an market order. In such case, you do not specify the price, only the amount of Fiat Currency or Digital Tokens to be traded instantly. The order will be settled using all available counteroffers until the whole requested amount of Fiat Currency or Digital Tokens was settled. The market order carries a risk that it may be settled for a price significantly higher or lower from the current market price.
- 5.3. NAKAMOTOX does not guarantee that your orders will be fulfilled and we may, at our own discretion, retract, withdraw an order put onto the market via our Site if it is deemed suspicious, or for any other reason we deem relevant, to regulate the orderliness of trading.
- 5.4. By using the Services, you also acknowledge and agree that:
  - 5.4.1. NAKAMOTOX is not responsible for operation of the networks that support Digital Tokens and that NAKAMOTOX makes no guarantee of functionality, security, or availability of such networks;
  - 5.4.2. Forks may affect the value, function, and/or even the name of the Digital Tokens you store in your Account. In the event of a Fork, you agree that NAKAMOTOX

may at any time temporarily suspend the Services (with or without advance notice to you) and even decide not to support one of the underlying networks of relevant Digital Token (existing after the Fork materializes).

5.4.3. NAKAMOTOX may delist a Digital Token at any time in its sole discretion based on a number of factors including changes in a given Digital Token's characteristics. If you don't withdraw a Digital Token announced to be delisted from the Site within a period announced by NAKAMOTOX, you shall not be entitled for any compensation for your funds.

5.4.4. An order may fail for several reasons, including but not limited to change in prices, insufficient margin, or technical difficulties. NAKAMOTOX does not warrant that transaction will be executed properly and under no circumstances is liable for any loss or injury suffered by a failure of a transaction to complete.

## **6. Representations, Warranties and Liability**

6.1. You represent and warrant to NAKAMOTOX as follows:

6.1.1. If you are an individual customer, you are 18 years of age or older and that you have the capacity to contract under applicable law; If you are not an individual customer, you have the requisite power and authority to sign and enter into binding agreements for and on behalf of the customer including the agreements to which these Terms apply;

6.1.2. Any trading or other instructions received or undertaken through your login credentials or from your authorized e-mail address on file with NAKAMOTOX are deemed to be valid, binding, and conclusive, and that NAKAMOTOX may act upon those instructions without any liability or responsibility attaching to it;

6.1.3. You will not use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking;

6.1.4. You will not trade or obtain financing on the Site or use any Services with anything other than Fiat Currencies or Digital Tokens that have been legally obtained by you and that belong to you;

6.1.5. You will fairly and promptly report all income associated with your activity on the Site pursuant to applicable law and pay any and all taxes exigible thereon. It is your responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that NAKAMOTOX is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

6.2. You also represent and warrant to NAKAMOTOX that you will not:

6.2.1. Use a web crawler or similar technique to access our Services or to extract data;

6.2.2. Reverse engineer or disassemble any aspect of the Site or Services in an effort to access any source code, underlying ideas and concepts, and algorithms;

6.2.3. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

- 6.2.4. Transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs.
- 6.3. NAKAMOTOX makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.
- 6.4. Except as otherwise required by applicable law, in no event shall NAKAMOTOX, its directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from NAKAMOTOX, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to NAKAMOTOX's records, programs or services.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you if provided by applicable law.

- 6.5. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of NAKAMOTOX (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use, NAKAMOTOX or to these Terms exceed the fees paid by you to NAKAMOTOX during the 12 months immediately preceding the date of any claim giving rise to such liability.
- 6.6. The limitation of liability especially includes any losses directly or indirectly arising out of or related to:
- 6.6.1. these Terms;
  - 6.6.2. the Site, the Services, and your use of any of them;
  - 6.6.3. the real or perceived value of any Fiat Currencies or Digital Tokens traded on the Site, or the price of any Digital Token displayed on the Site at any time;
  - 6.6.4. any inaccurate, misleading, or incomplete statement by NAKAMOTOX or on the Site regarding your Account, whether caused by NAKAMOTOX negligence or otherwise;
  - 6.6.5. any failure, delay, malfunction, interruption, or decision (including any decision by NAKAMOTOX to vary or interfere with your rights) by NAKAMOTOX in operating the Site or providing any Service;
  - 6.6.6. any stolen, lost, or unauthorized use of your account information any breach of security or data breach related to your account information, or any criminal or other third party act affecting NAKAMOTOX;
- 6.7. Any failure by NAKAMOTOX to exercise any of its respective rights, powers, or remedies under these Terms, or any delay by NAKAMOTOX in doing so, does not

constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by NAKAMOTOX does not prevent either from exercising any other rights, powers, or remedies.

- 6.8. NAKAMOTOX is not responsible for damages caused by/associated with the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, snow storm, earthquake, explosion, embargo, acts of terrorism, any and all market movements, shifts, or volatility, power failure, equipment failure, industrial or labor disputes or controversies, computer, server, or Internet malfunctions; security breaches or cyberattacks. In the event of force majeure, NAKAMOTOX is excused from any and all performance obligations and these Terms shall be fully and conclusively at an end.

## **7. Compliance and Data protection**

- 7.1. The Services, including facilitating the buying, selling and trading of Digital Tokens are currently unregulated within the United Kingdom.
- 7.2. NAKAMOTOX will respect all its obligations related to AML regulation, especially by obtaining, verifying, and recording relevant information about all customers. NAKAMOTOX may therefore require you provide Personal Information and may also legally consult other sources to obtain information about you.
- 7.3. NAKAMOTOX may share your Personal Information with law enforcement, data protection authorities, government officials, and other authorities when:
- 7.3.1. Required by law in effect;
  - 7.3.2. Required by subpoena, court order, or other legal procedure;
  - 7.3.3. Necessary to report suspected illegal activity;
  - 7.3.4. Necessary to investigate violations of these Terms.
- 7.4. NAKAMOTOX is registered with the Information Commissioner for the processing of the Personal Information of our customers. All Personal Information are stored and processed in data centres of our service providers. Any transfers of the data are undertaken in accordance with our legal and regulatory obligation (including Data Protection Act).
- 7.5. More information about processing Personal Information can be found in our Privacy Policy. By using the Site, you confirm that you have read and understood the Privacy Policy.

## **8. Security**

- 8.1. You are responsible for maintaining the confidentiality of your Account credentials. You are required to inform us immediately of any unauthorised use of your Account. If there is suspicious activity related to your Account, we may, but are not obligated, to request additional information from you, including authenticating documents, and to freeze any transactions pending our review.
- 8.2. NAKAMOTOX does assume no responsibility for any loss that you may sustain due to compromise of Account credentials due to no fault of NAKAMOTOX and/ or failure to follow or act on any notices or alerts that we may send to you.
- 8.3. NAKAMOTOX recommends to follow safety precautions such as:

- 8.3.1. Creating a strong password that you do not use for any other website or online service;
- 8.3.2. Accessing email on a different device than where you access Account;
- 8.3.3. Maintaining and promptly updating your Account information;
- 8.3.4. Regularly checking your computer or other device for viruses and Trojan horses;
- 8.3.5. Using all security instruments available on the Site immediately after they become available to you.

## **9. Termination**

- 9.1. You may terminate the agreement to use the Services according these Terms, and close your Account at any time, following settlement of any pending transactions.
- 9.2. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in Account without liability to you, including, for instance, in the event that:
  - 9.2.1. You are in breach of any provision of these Terms;
  - 9.2.2. Your use of the Services or the Site is disruptive to our other customers;
  - 9.2.3. You breach or attempt to breach the security of the Site.
- 9.3. In the event of termination, NAKAMOTOX will attempt to return any funds stored in your Account not otherwise owed to NAKAMOTOX, unless NAKAMOTOX believes you have committed fraud, negligence or other misconduct.

## **10. No Transferability**

- 10.1. Your Account and related Services are not transferable under any circumstance and shall be used only by you. However, NAKAMOTOX shall have the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of NAKAMOTOX or its lenders, if any.

## **11. License**

- 11.1. NAKAMOTOX grants you a limited, non-exclusive, non-transferable license, subject to these Terms, to access and use the Services, and the content, materials, information, and functionality available in connection therewith solely for information, transactional, or other approved purposes as expressly permitted by NAKAMOTOX. Any other use of the Services or Content is expressly prohibited. You will not copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes.

## **12. Support and Contact**

- 12.1. If you have any questions, queries, notices or requests, do not hesitate to contact our support via e-mail: [info@nakamotox.com](mailto:info@nakamotox.com)