



# USER AGREEMENT

FIXONE GLOBAL TRADING SP. Z.O.O.

Registered at: U.HOZA, 86, OfTce/suite 210, Of WARSAW, POLAND

Register №/NIP: 0001004695 /701 111 7525

Register of Virtual Currency Businesses.

no. 2401-CKRDST.4060.1242.2022

Reference no. RDWW – 550



# USER AGREEMENT

## ARTICLE 1. GENERAL PROVISIONS

1.1 This User Agreement (hereinafter called the "Agreement") is entered into by and between FIXONE GLOBAL TRADING SP. Z.O.O (hereinafter called the "Company"), whose registered office is located at: ul. HOZA No. 86, unit 210, post-code 00682, Warsaw, Poland, and an individual or a legal entity (except for stateless persons; individuals under 18 years of age) (hereinafter called the "User").

1.2 The Company provides the user (the "User" or "you") a number of services through the website [www.fixoneglobal.com](http://www.fixoneglobal.com). The Parties agree that providing services and this Agreement are settled at the place where the Company is registered.

1.3 This Agreement is a binding legal agreement and it is important for you to read and understand the terms before you agree to it. You should also refer to our Risk Disclosure. If you have any questions, you should contact our customer support using our contact form on our website or seek independent legal advice.

PLEASE READ THIS Agreement CAREFULLY. BY CLICKING THE ACCEPTANCE BUTTON, YOU AGREE TO BE LEGALLY BOUND BY THIS Agreement AND ALL TERMS INCORPORATED BY REFERENCE.

14 Your virtual currency transactions losses are not covered by the Bank Guarantee Fund in case of insolvency, as set forth in in the Act on the Bank Guarantee Fund, Deposit Guarantee Scheme and Resolution of 10 June 2016. The Electronic Money Account is not covered by this mechanism.

You can obtain more information on this subject on its website: <https://www.bfg.pl/en/for-depositors/>

1.5 Our Company only provides non-advised (execution-only) services. When providing our digital currency services, we will not assess the suitability or appropriateness of any Investment or service for you, and we are not obliged to warn you if any investment you are considering is not appropriate. We do not offer any advice or provide you with any personalized recommendations regarding the suitability or adequacy of any particular investment. Although we may from time to time provide you with factual information about investments, this information is not, and should not be interpreted as advice. You are solely responsible for the decisions made in relation to all orders. If you are uncertain as to whether an investment is appropriate for your individual circumstances or needs, you should seek independent professional advice.

1.6 Virtual currency businesses involve an element of risk. The value of your investments may fall as well as rise and you may get back less than your initial investment, and in some cases, you may lose your entire initial investment. Past performance of an investment is not an indication of its future performance. Further details on the risk of Virtual currency businesses are set out in our Risk Disclosure document.

1.7 TO THE EXTENT PERMITTED BY LAW, WE DO NOT ACCEPT ANY LIABILITY FOR LOSS OF PROFITS, REVENUE, VALUE, EARNINGS OR DATA, OR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF OUR WEBSITE.

1.8 We may make changes to these User Agreement from time to time for reasonably justified reasons. For example, we might need to add new terms or amend existing terms to reflect changes in our services or how we provide them, the systems we use, the cost to us of providing the services, applicable law or regulation or industry best practice, or other valid reasons. In any case, we will inform you about the changes in the User Agreement by giving you at least 7 days' notice.



You agree to be bound by all subsequent versions of these User Agreement, unless you decide to terminate it.

## ARTICLE 2. OUR SERVICES

Pursuant to Article 2(1)(12) of the AML Act, this Agreement provides for the provision by FIXONE GLOBAL TRADING SP. Z.O.O of the following Virtual currency services (the “Services”):

2.1 exchange between virtual currencies and means of payment;

2.2 exchange between virtual currencies;

2.3 intermediation in the exchange referred to in 1.3.1 or 1.3.2;

2.4 operating accounts (an account meaning a collection of identification data maintained in electronic form, providing authorized persons with a possibility to use virtual currency units, including performing transactions of their exchange).

## ARTICLE 3. YOUR ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

The User undertakes to use the website and the information, content and personal information to which he/she may have access only under the conditions of use defined by Us. The User declares that he/she has the skills to use the website in accordance with these User Agreement.

When you apply for a User Account and each time you use the Services and the Content of the website, you acknowledge, represent and warrant that:

- You are eligible to open a User Account and benefit from the Services provided through the Website and have capacity to do so; you must be at least 18 years old or of legal age in your country of residence to do so;
- You are responsible for your use of the Website , the User Account, and any Services you request and/or receive, and Content you enter into the Website ;
- You are aware that the Internet presents risks and imperfections, which may lead to temporary decreases in technical performance and increased response times when using the Website;
- The potential communication of your Credentials or more generally of any information that you consider confidential is made under your own responsibility;
- You shall take all appropriate measures to protect your systems, your network and your own data and/or software from contamination by any virus that may be circulating from your and other information systems to the Website ;
- Accordingly, you shall not upload or transmit any malicious code to the Website or use any electronic device, software, algorithm and/or method or any other strategy to manipulate the Services provided via the Website;
- The hypertext links or any other link of any kind set up on the Website may lead you to websites published by third parties, or Website's whose content we do not control. The consultation of said sites and/or Website s is your sole choice and your exclusive responsibility;
- You are acting on your own behalf and not on behalf of someone else;
- Information and documents you provide to us are true, accurate and not misleading;
- You are not in breach of any anti-money laundering and counter-terrorist financing regulations applicable in Poland and the EU, and you are not using the Website to launder money or to avoid sanctions against any person, business or country.
- You will not engage in or encourage others to engage in market abuse (including market manipulation and insider trading where you have inside information about a digital asset in which you are investing), whether within the Website 's social channels or otherwise.

## ARTICLE 4. ACCOUNT OPENING

4.1 The account is opened in your name and can only be an individual account. We may accept or refuse to let you open an account without being obliged to justify our decision.

4.2 Supporting documents

When you apply to open an exchange account, you must provide to us the following documents, as appropriate:



- a copy of a valid identity document;
- a copy, less than three months old, of a proof of your address; and
- any other additional documents we deem necessary to comply with our legal and regulatory obligations.

If this list changes, we will notify you by e-mail. Please note that depending on the jurisdiction, in particular outside of Poland, other means of verifying your identity may be offered, and the list of accepted supporting documents may be modified. In accordance with this agreement, we will also verify your identity and, if applicable, the origin of your funds in accordance with the conditions set out in the regulations on the fight against money laundering and the financing of terrorism.

#### 4.3 The account opening and terms of use of the services

We want to ensure that you are fully informed about the provision of our virtual currency services through an account established on our website. To ensure complete understanding and a transparent engagement, it is imperative that you thoroughly review and agree to the terms of use of the services, which is a legally binding agreement, which you must carefully read and accept. By beginning the account setup process, you indicate your acceptance of the User Agreement terms.

### **ARTICLE 5. CLOSURE AND SUSPENSION OF YOUR USER ACCOUNT**

#### 5.1 Closure at your own initiative

You can end your use of the website and the agreement between us on these User Agreement at any time and for any reason by providing us with notice, subject to the settlement of all outstanding transactions. Transactions already in progress will be completed in the normal course of business. We will close your User Account as soon as practicable after receiving your notice to terminate the agreement between us.

#### 5.2 Closure and suspension at our initiative

We may also close your User Account and terminate these Terms and Conditions between us at any time, however, only for reasonably justified reasons, giving you at least 7 days' notice.

We can also close your User Account and end our agreement if:

- We reasonably believe that providing you with the services exposes us to action or censure from any law enforcement, government or regulatory body.
- We have good reason to believe that you are behaving fraudulently or otherwise criminally;
- We have reasonable grounds to consider that you are seeking to use your User Account to manipulate or to induce others (whether alone or in concert with other persons) to manipulate the market to the investments you hold;
- You have breached this agreement,
- We have good reason to believe that your use of the User Account is harmful to us or to our software, systems or hardware;
- We have good reason to believe that continuing to use your account could damage our reputation or goodwill;
- We have asked you to repay money you owe us and you have not done so within a reasonable period of time.

If any of the grounds above arises, we may also decide to suspend or limit your use of the User Account and the provision of the Services related thereto (or any part thereof,) or restrict any particular way of providing the Services. Such suspension will not prevent us from permanently closing your User Account at a later date, with all the legal consequences described above.

You agree that, to the extent permitted by applicable law, neither the Company nor any of our group companies, directors, staff, agents, suppliers or contractors will have any liability, of whatever nature and howsoever arising, for any loss arising as a result of any suspension of the Services.



5.3 Our right to freeze, block or terminate your User Account and any related Service for anti-money laundering and counter-terrorist financing or asset freezing purposes

We may, from time to time, request additional information and/or documentation (including that required by anti-money laundering and counter-terrorist financing regulations, and any other similar regulations applicable to us, as well as anti-fraud measures or other internal procedures), or clarification of information and/or documentation provided by you, either at the time of your website for a User Account or at any time during our relationship.

The information you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information due to circumstances attributable to you, or, if to our sole discretion we determine that the information you have provided exposes the Company to anti-money laundering and anti-terrorist financing risks, or any other similar regulations applicable to us, we may refuse to allow you to open a User Account with us. In the situation you already have a User Account, we may freeze, block or close your User Account or suspend or cease to provide you with our Services by unilaterally terminating all agreements with us, if:

- We require you to provide us with information to enable us to comply with our obligations under applicable regulations and/or our internal procedures, and you are unable or unwilling to provide us with that information; or

- The information you provide is inaccurate, incomplete or misleading due to circumstances attributable to you; or

- You are subject to asset freezing measures under applicable regulations.

Freezing, blocking or termination measures will then be carried out without prior notice.

#### 5.4 Consequences of closing your User Account

We may retain a copy of all records relating to your User Account, your activity, the Services we have provided to you, any orders you have placed with us, in accordance with our data retention policy as required by applicable law.

To the extent permitted by applicable law you will need to reimburse us for any losses caused to us as a direct result of your negligence, fraud or willful misconduct or material breach of these agreements.

If we terminate our agreement with you and your User Account then we will inform you in writing that we have done so immediately and will explain why, subject to any applicable law or regulation preventing us from doing so.

If you have acted in breach of these agreements and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

## ARTICLE 6 MISCELLANEOUS PROVISIONS

### Notifications

All notices, requests or communications under these User Agreement must be made via email, letter or through the chat feature available on the website and addressed to the relevant Party.

Any communication shall take effect, if by letter, on the date of receipt, and if by e-mail or chat, at the time of delivery of the e-mail or chat as attested by the receipt of delivery.

### Contractual hierarchy

In the event of contradiction between these User Agreement and any other Specific Terms, it is expressly agreed between the parties that the provisions contained in the Specific Terms shall prevail for the obligations in conflict of interpretation.

### Waiver

Failure by a Party to enforce any provision of these User Agreement during any period shall not constitute a waiver of that provision or of the right to enforce it at any time. Similarly, the failure of a Party to exercise in whole or in part any right of recourse under these User Agreement shall not result in the waiver of such right.

### Divisibility

If in any way, one of the stipulations of these User Agreement is declared null and void, unenforceable or deemed unwritten, the validity of the other stipulations as well as their execution will not be affected or compromised in any way and no Party may claim damages.

### Completeness

All the provisions of these User Agreement including any other documents or information referred to herein constitute the entirety of these User Agreement agreed between the Parties with respect to its subject matter and supersede and cancel all prior representations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements between the Parties with respect to the provisions to which these User Agreement apply or which it provides.

### Evidence agreement

Acceptance of these User Agreement by means of consents, approvals, and other statements given using our Website constitutes a legally binding agreement between you and us.

The computer registers kept in the Company systems will be kept under reasonable security conditions and considered as proof of the communications between the Parties.

The Company may track Users' browsing activity through technical tools such as connection logs, and for this purpose, may keep the history of the User's connections. This information may later be used as evidence in case of dispute against you.

### Applicable law - Jurisdiction

The present User Agreement are governed, for their interpretation and execution, by Polish law.

The Parties agree that all disputes to which the present User Agreement may give rise concerning its validity, interpretation, execution, termination and all consequences shall be settled by the court having jurisdiction over you.

We endeavor to resolve any disputes with you amicably through direct contact. We encourage you to report any problems using email to: [support@fixoneglobal.com](mailto:support@fixoneglobal.com).

Notwithstanding the above, we inform that if you act as a consumer, you have the possibility to resolve disputes electronically through the European Union ODR online platform for complaints and redress related to their contracts - the platform can be found at: <http://ec.europa.eu/consumers/odr/>. Consumers can also use the help of a consumer ombudsman or consumer NGOs. More information can be found on the website of the Office of Competition and Consumer Protection (<http://www.uokik.gov.pl>).