



# Terms and Conditions

ATTENTION: PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS DO NOT PROCEED WITH REGISTRATION AT NCRYPTO PLATFORM

## TERMS AND CONDITIONS

### 1. Agreement

This is a contract between you and Ncrypto Networks OU, a limited liability company incorporated in Estonia or any other legal entity that succeeds Ncrypto Networks OU or may be further incorporated (“Company”) and that holds the rights to Ncrypto platform protocol (“Protocol”), website [www.ncrypto.io](http://www.ncrypto.io) or any associated websites or mobile applications (“Platform”). By signing up to use an account at the Platform (“Account”), you agree that you are eligible for use of the Platform and that you have read, understood, and accept these Terms and Conditions, as well as our Privacy Policy and Cookie Policy.

### 2. Eligibility

By accessing or using the Platform, you represent and warrant that you have not previously been suspended or removed from the Platform. You must be an individual of at least 18 years of age. You can use the Platform Services only if you can lawfully enter into an agreement to these Terms and Conditions under applicable law. The Company has no obligation or capability to verify whether you are eligible to use the Platform and bears no responsibility for your use of the

Platform. The Company reserves a right to block your Account on the Platform if we have any doubts with regard to your eligibility. You further represent and warrant that you will not use the Platform if the laws of your country prohibit you from doing so in accordance with these Terms and Conditions.

### 3. Services

3.1. You may use your Account under these Terms and Conditions and receive the following services (“Platform Services”):

- a) Cryptocurrency exchange (“Exchange”) that allows you to place and execute orders for buying or selling cryptocurrency or Tokens for another cryptocurrency or exchanging them to other Tokens.
- b) Electronic wallet (“Wallet”) that allows you to store, track, transfer and manage your cryptocurrencies, the Tokens that you issue or the Tokens that you acquire;
- c) Token generation tool that allows you to issue special digital items within the Platform (“Tokens”);

3.2. The Company grants you a limited, nonexclusive, nontransferable, revocable license to use the Platform via your Account.

### 4. Account

4.1. To start using Account you shall accept these Terms and Conditions, the Privacy Policy and receiving all legal notices including risk statements and disclaimers. You shall ensure safety and confidentiality of your password and bear all risks related to the disclosure of your password to third parties. The Company or any affiliated person is not in possession of your password and at no event shall bear any liability in case of loss of the password or its disclosure to a third party.

4.2. The Company may, without liability to you or any third party, refuse to let you open an Account, suspend your Account, or terminate your Account or your use of one or more of the Platform Services. Such actions may be taken as a result of account inactivity, failure to positively identify yourself, if the Company believes your account has been compromised, in order for us to comply with laws or regulations, or your violation of the terms of these Terms and Conditions. If you have cryptocurrency remaining in an account, which has been suspended or closed, you will be able to access such cryptocurrency and withdraw them to an external cryptocurrency address (unless prohibited by law or a court order). If you are unable to login to your account because it has been suspended, you must contact the Company at [info@ncrypto.io](mailto:info@ncrypto.io) or submit a ticket via NCRYPTO customer support to process such withdrawal. If you have linked a bank account, debit card, or credit card to your account, we reserve the right to require you to provide further identifying information before processing such withdrawal or transfer. **One user is allowed to create only one account. The breach of this rule will lead in immediate blocking of all accounts and funds of such a user.**

4.3. The Company may ask you to provide at any stage additional personal information.

## **5. NCR Tokens**

5.1. Platform Services are charged according to the “Table of fees and commissions”. All fees and commissions are charged in NCR Tokens (“NCR”). You shall acquire NCR in order to use the Platform Services.

5.2. NCR is not a security, is not registered with any government entity as a security, and shall not in any case be considered as such. NCR is not intended to be a commodity or any other kind of financial instrument, does not represent any share, equity, stake, or security in the Company or equivalent rights, including, but not limited to, any intellectual property rights, and does not represent any ownership right.

## **6. Token Generation Tool**

6.1. You may issue your Tokens by entering your Account and adjusting the settings for your Tokens, such as their designation, abbreviation, number, divisibility, reissuance features and any other settings that may be required by the Platform at the time of issuance or later on. All issued Tokens will be available at your Account instantly and you may further send them to any user of the Platform and create sell orders at Exchange.

6.2. The Company provides you with technical opportunity to issue Tokens, you are the only person who is liable for any losses, damages, claims related to the issuance of Tokens. The Company assumes no responsibility or liability related to your issuance of Tokens or your purchase of Tokens issued at the Platform. Nothing at the Platform shall be construed as endorsement, sponsorship, affiliation, approval, backing, underwriting of any Token or any Token issuer by the Company.

6.3. By issuing your Tokens you warrant and represent that you have received all approvals, authorizations, licenses or registrations required by the competent authority in jurisdiction of your residence or any other applicable jurisdictions.

## **7. Wallet**

7.1. You may store cryptocurrencies and Tokens at Wallet, sent them to and receive them from third parties according to the instructions you provide through Wallet. The Company provides no financial services, including, but not limited to, accepting deposits or money transferring. Some cryptocurrencies may not be supported by Wallet, please, check the supported cryptocurrencies before transferring them to your Wallet. The Company assumes no responsibility and liability in connection to any attempt to use Wallet for the cryptocurrencies that are not supported by Wallet.

7.2. By using Wallet, you acknowledge that the transactions with cryptocurrencies and Tokens are irreversible. The Company cannot be liable under any circumstances for any transaction made by you with your Wallet. The Company has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of the Platform). Any dispute you have concerning a transaction with cryptocurrencies and Tokens you shall resolve with such third party directly without involving the Company. If you believe that a third party behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify our support team for assistance so that we may consider what action to take, if any.

7.3 The only official and authorized website URLs for Wallet access controlled by the Company are <http://www.ncrypto.io/> and <http://www.ncrypto.sale/> . You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain names are correct.

## **8. Exchange**

8.1. Exchange enables you to place order and provides you with an in-built matching engine to meet the cross orders.

8.2. You may place buying or selling orders from your Account. To place an order, you need to choose a cryptocurrency or a Token you are going to sell or purchase and the price in cryptocurrency or exchange rate for other Tokens and adjust additional settings such as lifetime of the order or any other setting that may be required by the Platform at the time of placing order. As soon as the cross order is found by the matching engine both orders are executed by changing balances of corresponding cryptocurrencies and/or Tokens at Accounts of the buyer and the seller.

8.3. The Company does not define, suggest and execute any control over price or exchange rates of cryptocurrencies and Tokens. The Company is not a counterparty to any deal concluded at Exchange. Any dispute you have concerning a transaction with cryptocurrencies and Tokens you shall resolve with such third party directly without involving the Company.

8.4. The Company does not organize or participate in the trade of any Token and cryptocurrency with the exception of Platform NCR Tokens (“NCR”).

8.5. You recognize that the order should only be submitted after consideration and you understand and accept consequences of its execution. You agree that as soon as the order is executed, the corresponding transaction is irreversible and may not be cancelled. Transactions are being executed either way automatically or manually upon our supervisor's review that depends on the transaction amount. Upon the execution of the transaction the status of the order will be changed and you will be notified on this. And the executed transaction will be considered to have taken place at the execution date and time.

8.6. Transaction limits and transaction fees vary depending on selected currencies and can be seen on the page when placing an order.

8.7. You acknowledge and agree that:

- Deposit and withdrawal transaction in Fiat currency may be delayed due to bank verifications and checks, bank weekends and holidays.
- Similarly and due to the inherent nature of the cryptocurrency networks, depositing and withdrawing Cryptocurrencies into/from their Account may take some time.
- Depending on the amount of the order and upon our own discretion we may decide to process the order manually for security reason that also will cause a delay.

8.8. Unverified users are not allowed to withdraw or deposit any fiat currencies to/from their accounts. Cryptocurrencies are allowed however for withdrawal and deposit with limitations.

8.9. The Company may be forced to cancel or recall already executed withdrawal transaction at a request of financial institutions, including but not limited to banks, which are involved in settlement of such Transactions. In such cases the User obliges to cooperate with us in order to discover the reasons for such request.

8.10. Any order can be cancelled or reverted upon User's request if order status is Pending. If you request the cancellation of the order in status 'In progress' we'll do our best to cancel and/or revert the transaction with no guarantee however. No processed transaction can be cancelled or reverted.

## **9. Risk warning**

By accepting these Terms and Conditions, you also acknowledge that you have been warned of the following risks:

9.1. New Technology. You understand that cryptocurrencies including NCRYPTO, blockchain technology, including NCRYPTO Blockchain and other associated and related technologies are new and untested and outside of your or the Company's control and adverse changes in market forces or the technology, broadly construed, will excuse the nonperformance by the Company under these Terms and Conditions including temporary interruption or permanent termination of your access to the Platform Services.

9.2. Loss of funds. The risk of loss in trading or holding cryptocurrencies and Tokens can be substantial. Therefore, you should carefully consider whether trading or holding cryptocurrencies is suitable for you in light of your financial condition. Changes in relevant network may result in significant and sudden changes to the value and/or usability of cryptocurrencies and Tokens. The Company is not responsible for such loss of value of cryptocurrencies and Tokens and bears no responsibility for any loss incurred by you while using the Platform or in any direct or indirect connection to the Platform.

9.3. Unfavorable regulatory environment. Cryptocurrencies and Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.

9.4. Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your Account or the Platform performance in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

9.5. Internet transmission risks. You acknowledge that there are risks associated with using the Platform including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.

## **10. Your warranties and representations**

10.1. By entering these Terms and Conditions you warrant and represent that:

- a) You have full capacity to contract under applicable law;
- b) You will only be transacting on the Platform with legally-obtained funds that belong to you;
- c) You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Platform;

- d) You will not use the Platform for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- e) You will not use the Platform for any purpose prohibited by these Terms and Conditions or in any manner that could damage, disable, overburden, or impair the Company;
- f) You will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

## **11. No Warranties; Exclusion of Liability; Indemnification**

11.1. The Platform and its components such as the Account, Token Generation Tool, Wallet, Exchange are provided “as is”. The Platform and its components are under development; the Company cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Platform will not change dramatically. The Company and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform, including any warranty that the Platform will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and any warranties arising out of any course of dealings, usage or trade.

11.2. The Company shall not have any liability or responsibility for any errors or omissions in performance of the Platform, for your action or inaction in connection with our Platform or for any damage to your computer or data or funds or any other damage you may incur in connection with the Platform. Your use of the Platform is at your own risk. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Platform, the delay or inability to use the Platform or otherwise arising in connection with our Platform whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages. You are solely responsible for determining whether any contemplated transaction is appropriate for you based on your personal goals, financial status and risk willingness.

11.3. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Platform.

11.4. The Company makes no representation that Platform Services can be received are applicable or appropriate for use in all jurisdictions.

11.5. To the extent permitted by law, the Company is not responsible for any damages, loss of profit, revenue, business, opportunity, data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms and Conditions by the Company. The Company is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why our site is unavailable at any given time. The Company is not responsible for the delay in the processing of payments made by the fault of any third parties, operators of such transactions.

11.6. IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) ACCURACY, COMPLETENESS OR CONTENT OF THIS PLATFORM, (II) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS PLATFORM, (III) THE SERVICES FOUND AT THIS PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS PLATFORM, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS PLATFORM, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS PLATFORM OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS PLATFORM, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/ OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USER'S USE OF THIS PLATFORM OR THE SERVICES FOUND AT THIS PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS PLATFORM OR THE SERVICES FOUND AT THIS PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS TERMS OR THE USER'S USE OF THE PLATFORM OR THE PLATFORM SERVICES.

## **12. Third-Party Websites and content**

The Platform may contain links to websites owned or operated by parties other than the Company. Such links are provided for your reference only. The Company does not monitor or control outside the Platform and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material on the Platform or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that the Company is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website. The

Company does not control the third party content including the content posted by you or other users of the Platform or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arisen in connection with your access or use of the third party content.

### **13. Taxes**

The Company bears no liability for determining whether taxes apply to any of your transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.

### **14. Assignment**

You may not transfer or assign these Terms and Conditions or any rights or obligations you have under these Terms and Conditions without our prior written consent. The Company reserves the right to freely assign or transfer these Terms and Conditions and the rights and obligations under these Terms and Conditions to any third party at any time without prior notice or consent. If you object to such transfer or assignment, you may stop using the Platform and terminate these Terms and Conditions by contacting us.

### **15. Jurisdiction, applicable law**

15.1. These Terms of Use shall be governed by and construed in accordance with the laws of Estonia, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with the Platform and these Terms and Conditions shall be submitted to Tartu county court (Estonia), Tartu courthouse, as the Court of first instance. If any portion of these Terms of Use shall be deemed invalid, void or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

15.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions. The claiming party shall send a message with its claim to the other party. The message in question shall contain the essentials of the claim and evidence supporting such claim.

### **16. Miscellaneous**

16.1. The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties.

16.2. Notices sent by email in accordance with these Terms and Conditions shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a working day.

16.3. Until one Party advises the other one of the fact of the breach of security in respect of its authorized email, all actions and documents done and sent from the authorized email of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized email. In that case the owner of the authorized email acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.



16.4. These terms and Conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.

16.5. If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

16.6. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Terms and Conditions. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.