



## Terms & Conditions

### Table of Contents

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1. Introduction:	1
2. Definitions:	1
3. Application:	3
4. Account Opening & Information Provision(s):	3
5. Services offered under these Terms:	4
6. Unsolicited Deposits:	4
7. Platform/App, Access, Data and Suspension of Account:	5
8. Request for Quote & Submitting Orders – Cryptocurrency to FIAT Transactions:	5
9. Request for Quote & Submitting Orders – FIAT to Cryptocurrency Transactions:	7
10. Transfer of FIAT and/or Cryptocurrency – No Change in Ownership:	7
11. Fees, Costs and Charges:	8
12. Limitation(s) of Liability:	8
13. Termination of Contract and/or Closing of Account:	9
14. Governing Law, Complaints and Dispute Settlement:	9

#### 1. Introduction:

- 1.1. These Terms & Conditions (“Term”) are set in place to govern a customer relationship between You and Crypto2Cash (“C2C”). C2C is incorporated in Lithuania under the name CTOC UAB with company registration number 305914796, operating from the address Lvivo g. 25, LT – 09320, Vilnius, Lithuania and operating the website [www.crypto2cash.com](http://www.crypto2cash.com).
- 1.2. C2C is registered with registration number 305914796, which enables us to provide You with virtual currency services.
- 1.3. C2C strongly recommends that You read these Terms carefully and in consultation with a third party such as Your lawyer or equivalent.

#### 2. Definitions:

- 2.1. In these Terms the following expressions and terms shall, unless the context requires otherwise, have the following meaning(s), and is used in singular or plural throughout the Terms as appropriate:
  - 2.1.1. **Account** means the arrangement by which a Customer is given personalized access to the platform/app and our services.

- 2.1.2. **Agreement** means the contract between the Customer and C2C, including these Terms.
- 2.1.3. **Authorized Person** means a natural person which has been authorized to act on behalf of a Legal Entity holding and Account with C2C.
- 2.1.4. **AML** means Anti-Money Laundering.
- 2.1.5. **API** means Application Programming Interface.
- 2.1.6. **Beneficial Owner** means a natural person or persons who ultimately owns or controls an interest in a legal.
- 2.1.7. **Business Day** means a day where banks are normally open for business in Lithuania and/or the jurisdiction of the Customer and/or the bank and/or counterparty of C2C (and not just open for internet banking).
- 2.1.8. **Counterparty** means any bank and/or broker and/or liquidity provider and/or payment service provider and/or market maker and/or equivalent through which C2C has a framework and/or arrangement in place in relation to the services which C2C provides to its customers.
- 2.1.9. **Customer** means the natural person or legal entity entering into these Terms and Agreement with C2C upon verification of identity and acceptance confirmation from C2C.
- 2.1.10. **Currency Exchange Transaction** means any transaction executed by C2C on the basis of an Agreement, involving the exchange of currencies; either cryptocurrency against FIAT currency, cryptocurrency against cryptocurrency or FIAT against cryptocurrency.
- 2.1.11. **Crypto(s) or Cryptocurrency** means a virtual currency as defined further below.
- 2.1.12. **C2C** means Crypto2Cash, which is incorporated under the name CTOC UAB in Lithuania with company number 305914796. C2C is the direct counterparty for its Customers.
- 2.1.13. **FIAT** means a government or central bank issued currency (such as Euro, USD or equivalent).
- 2.1.14. **Force Majeure Event** means, without limitation, any abnormal or unforeseeable event beyond the reasonable control of C2C. This can be such events as the interruption or failure of telecom, internet, utilities or equivalent; terrorism, catastrophes of nature; abnormal weather; enactment of new legislation; strikes; declared or imminent war; civil unrest or any other type of situation equivalent to any of the above stated.
- 2.1.15. **Freezing** may be used as another word for Suspension; please see definition further below.
- 2.1.16. **KYT** means Know Your Transaction; C2C must both under law as well as under its own risk framework understand and establish the history of a particular transaction, including but not limited to involved cryptocurrency parties, cryptocurrencies, bank accounts and equivalent. C2C may use tools and/or external providers to perform monitoring and investigation to meet these requirements. C2C uses, among others, the systems of Chainalysis ([www.chainalysis.com](http://www.chainalysis.com)).
- 2.1.17. **Liquidity Provider** means banks, brokers or any trading venue or equivalent used by C2C in relation to transaction(s) and execution(s).
- 2.1.18. **Over-the-Counter ("OTC")** means a transaction not directly executed on an exchange.
- 2.1.19. **Party or Parties** means, within the context of these Terms, the Customer and C2C individually or jointly.
- 2.1.20. **Potential Customer** means a person, whether natural or legal, who has initiated the account application by either logging into our platform or submitting a relevant form.
- 2.1.21. **Quote Asset** means the asset in which a cryptocurrency is denominated, so the second asset in the trading pair. For example, Bitcoin is denominated in USD and is thus often portrayed as BTC/USD.
- 2.1.22. **Travel Rule** mandates crypto companies to send, receive, and sanction screen customer personal information alongside a crypto transaction. C2C uses the services of Notabene (<https://notabene.id/>).
- 2.1.23. **Services** means the services provided by C2C as defined in Article 5.
- 2.1.24. **Suspension** means that one or more functionalities of the Account is made unavailable to You.
- 2.1.25. **Unsolicited Deposit** means any deposit, whether in cryptocurrency or FIAT, made to a wallet address or bank account controlled by C2C prior to You being accepted as a Customer of C2C or while Your account is Suspended or after the closing of Your account or from a third party on Your behalf without proper Agreement for such service with C2C.

- 2.1.26. **Virtual Currency** means a digital representation of value that is not issued or guaranteed by a central bank or a public authority; it is not necessarily attached to a legally established currency and does not possess a legal status of currency or money; however it is accepted by natural or legal persons as a means of exchange and can be transferred, stored and traded electronically as defined in Article 1(2)(d) of Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (the 5<sup>th</sup> AML Directive). Within this document it may also be referred to as crypto, crypto currency and equivalent.
- 2.1.27. **Wallet** means the wallet and wallet address either where You store your cryptocurrency prior to sending them to C2C or the wallet address provided by C2C to You to deposit cryptocurrency when wishing to sell them through our services or the wallet address You provide to C2C in order to receive cryptocurrency which you have purchased through our services, depending on the context.
- 2.1.28. **You** means the Customer or Potential Customer, whether natural person or legal entity, entering into these Terms and Agreement by initiating an account application through logging into our platform/app and/or by submitting a relevant form.

### 3. Application:

- 3.1. In these Terms are applicable to all Services provided by C2C, as well as to any legal relationship between You and C2C, including but not limited to account application process, customer relationship, any quote, order, transaction or equivalent.
- 3.2. Any general terms and conditions of Yours are in no way or manner applicable nor binding for C2C and are hereby explicitly rejected by C2C unless C2C has agreed otherwise in writing and with valid signatures.
- 3.3. If one or more of the provisions of these Terms or additional Agreements are at any time partially or in full invalid or void, the remaining provisions of the Terms will apply in full.
- 3.4. C2C may update these Terms from time to time. You accept and acknowledge that the most recent Terms supersedes any previous versions and is made available on the website of C2C. C2C will on a best endeavor basis announce any changes to You 2 (two) weeks prior to the date of implementation, however You accept and acknowledge that there may be situations under which it is not possible. It is Your responsibility to monitor the website of C2C for any updates, whether to the Terms or Services.
- 3.5. If You do not agree with changes to the Terms or Services, You may of course at any time close Your Account with C2C in accordance with article 13.

### 4. Account Opening & Information Provision(s):

- 4.1. In order to use the Services of C2C, You are required to register with C2C and provide any information and documentation deemed necessary including but not limited to;
- 4.1.1. Data required to identify You, any Beneficial Owner(s) of a legal entity and/or bank account and/or wallet address, Authorized Persons or equivalent;
- 4.1.2. Organizational Information;
- 4.1.3. Information related to source of funds, wealth, origin of assets and equivalent;
- 4.1.4. and any other data deemed necessary by C2C as well as under the relevant Anti-Money Laundering (“**AML**”) regulations, including but not limited to selfie, video call, information about your wallet/bank account.
- 4.2. It is Your responsibility to inform C2C immediately if any of the data changes, such as but not limited to; name, domicile, contact information, documentation (for example expired passport), financial information and situation, bank accounts or wallet address(es) or equivalent.
- 4.3. By initiating the account application You confirm that You are the Beneficial Owner of any deposit made to C2C, whether in cryptocurrency or FIAT and that You will only make deposits from bank accounts or wallet addresses

which You own and control. There may be no change in ownership of assets when using the Services of C2C and without explicit agreement in writing between C2C and You, C2C does not support any third-party transactions.

- 4.4. By initiating the account application You confirm that You are the Beneficial Owner of any bank account or wallet address You use in connection with transactions with C2C. There may be no change in ownership of assets when using the Services of C2C and without explicit agreement in writing between C2C and You, C2C does not support any third-party transactions.
- 4.5. You will first be considered a Customer of C2C once this has been confirmed in writing to You by C2C, either through email or through the platform/app.
- 4.6. C2C may reject entering into an Agreement with You or any Potential Customer even if all necessary data has been provided.
- 4.7. C2C reserves the right to limit, at our sole discretion and without providing any justification thereto, the provisions of any service, functionality or equivalent to any person, whether natural or legal, or geographic area.

### 5. Services offered under these Terms:

- 5.1. C2C provides different services;
  - 5.1.1. The selling of crypto currencies against FIAT currencies through our platform/app or on a case-by-case basis and subject to special Agreement through an Over-the-Counter (“OTC”) Desk ;
  - 5.1.2. The purchases of crypto currencies against FIAT currencies through an Over-the-Counter (“OTC”) Desk;
  - 5.1.3. Special services related to settlement of either crypto currencies and/or FIAT currencies for corporate or institutional customers; however such services does not fall in scope of these Terms but requires additional Agreement with specified Terms.
- 5.2. C2C does not provide services such as;
  - 5.2.1. Investment services or speculative services or advisory services;
  - 5.2.2. C2C does not offer to hold any Customer funds, whether these are in FIAT or cryptocurrency unless there are a specific Agreement for such service.
- 5.3. C2C does not support all cryptocurrencies or FIAT currencies. An overview of the available currencies can be found on the platform and/or app and/or website. If You wish to have a currency added, you may submit a request over the platform/app or by email to [, however C2C reserve the right to decline such request.
- 5.4. You acknowledge and accept, that C2C operates on the principle of payment upon delivery, for example this means that even if You are allowed to submit the cryptos post execution no FIAT will be paid out until the cryptos are received and have undergone the KYT process. It also means that if cryptocurrencies are purchased on your behalf prior to receiving FIAT not cryptocurrency will be transferred to your wallet address prior to the FIAT being received and have undergone the KYT process. For both cases You are liable for any costs which C2C may have occurred due to this.

### 6. Unsolicited Deposits:

- 6.1. You acknowledge and accept, that if You choose to make an Unsolicited Deposit to C2C, C2C may charge You cost occurred as well as C2C’ fees for handling such Unsolicited Deposit.
- 6.2. You acknowledge and accept, that C2C is under no obligation or duty to return an Unsolicited Deposit within a given timeframe and consequently C2C cannot be held liable for any losses You believe to have occurred from this.
- 6.3. You acknowledge and accept, that an Unsolicited Deposit will only be returned under the following conditions;
  - 6.3.1. Beneficial Owners of the assets deposited are identified;
  - 6.3.2. The Unsolicited Deposit will be returned to the wallet address or bank account from which it originally came.
  - 6.3.3. Any fees and all costs related to this is at the expense of the owner of the assets, including handling fees, fees in the blockchain and/or bank fees. Consequently, in the event the original Unsolicited Deposit does not cover the fees and costs related to returning the Unsolicited Deposit, the Unsolicited Deposit cannot be returned.

- 6.3.4. Specific for an Unsolicited Deposit coming from a person, whether natural or legal, who has not initiated and/or completed the account opening request;
- 6.3.4.1. You acknowledge and accept that an Unsolicited Deposit made under 6.3.4. will be considered the property of C2C and C2C is under no obligation or duty to return such an Unsolicited Deposit unless You submit a request for the return within 30 days and otherwise fulfil the requirements of Article [Number – this one].
- 6.4. If C2C will honor a request to return Unsolicited Deposits, we will give written response within 30 days of receipt of the request to return it. Any costs related to this will be deducted from the amount and so will any fees, C2C may charge to perform such service.

### **7. Platform/App, Access, Data and Suspension of Account:**

- 7.1. The access to the platform/app is personal and tied to Your identity. You are therefore obliged to keep Your personal login details secure and confidential. You are not allowed to share your personal login details with a third-party.
- 7.2. You agree and understand, that you are solely responsible for managing and maintaining the security of your login credentials and any other required forms of authentication.
- 7.3. If You become aware that a third-party has obtained access to the platform/app with Your login details, or even just Your login details, You must immediately inform C2C. We strongly recommend that You immediately change Your password.
- 7.4. In the event Your mobile phone has been lost or stolen, You should immediately inform C2C, as the phone is essential for the security and integrity of Your access and account.
- 7.5. You acknowledge and accept, that C2C cannot be held liable for any unauthorized access to or use of Your account with us.
- 7.6. C2C may block Your access to the platform/app or freeze functionalities {“suspend”}, if it has reasonable grounds to suspect a third party has access to Your account or if there are suspicions of fraud, fraudulent behavior or the access is coming from a high risk jurisdiction or equivalent.
- 7.7. C2C may suspend Your account if You are not reacting to communication coming from C2C, in connection with KYT monitoring, information request(s), update of details for your account, irregular IP address detection, update to regulatory requirements, unacceptable communication between You and C2C and equivalent. C2C is not liable for any claimed losses by You, however C2C may charge you all costs it has occurred due to such a suspension as well as applicable fees.
- 7.8. You may only use the data and information on the platform/app for transaction(s) with C2C and You may not use any information, data or system from C2C for Your own business without written consent from C2C.
- 7.9. You are not allowed to reproduce, copy, or sell any of the information, data, or the platform/app to third parties.
- 7.10. You will refrain from uploading software, malware, spy ware or any type of file (e.g., trojans, worms, logic-bombs, keystroke loggers, denial of service attacks) or any other harmful program or similar computer code, information, or data on the platform/app of C2C, whether directly or indirectly, which can in any way or manner harm the integrity of the platform/app. You will indemnify us on demand for any loss we would suffer due to this.
- 7.11. You may not use the platform/app in any way which is unlawful or fraudulent, whether directly or indirectly and You acknowledge and accept that the services and platform/app of C2C may only be used for lawful purposes. If You breach these Terms or any applicable law or regulation using the services of C2C, You shall bear the full liability for any costs C2C may suffer due to this, such as but not limited to attorney fees.
- 7.12. The platform/app is internet-based on consequently You acknowledge and accept that using such systems involves risks; including but not limited to failures in internet access, software, hardware, etc. and consequently C2C cannot be held liable for any failures outside its scope of responsibility.
- 7.13. Restrictions or non-accessibility to the platform/app may occur at any time either due to necessary maintenance, regular update, or servicing of the platform/app. You accept that C2C may perform such activities at any time and for any period deemed necessary to perform the activities and You accept and acknowledge such

restriction of use. C2C cannot be held liable for any claimed losses due to restrictions or non-accessibility of the platform/app.

### **8. Request for Quote & Submitting Orders – Cryptocurrency to FIAT Transactions:**

- 8.1. Once You are verified and accepted as a Customer, You can enable a cryptocurrency wallet for the relevant cryptocurrency in the platform/app. You are first able to trade once You have verified a bank account in the platform/app.
- 8.2. In order to prevent misunderstandings and keeping an electronic and auditable record, you are encouraged to place all request for quote(s) and order(s) through the platform/app.
- 8.3. Any instructions and/or request for quote and/or order submitted by You towards C2C whether through the platform/app, email, chat or phone will constitute as valid and binding for You towards C2C when C2C has confirmed the receipt of the order.
- 8.4. You acknowledge and accept that any order will first become valid and binding for C2C once C2C has confirmed to You the execution through a trade confirmation as if the markets are very volatile or there is not sufficient liquidity to fill, C2C may not be able to obtain the price; in such cases You are informed that the order cannot be executed and/or the order will be cancelled.
- 8.5. You acknowledge and accept, that You are responsible for the accuracy of any information, instruction and/or order submitted by You to C2C regardless of the medium You have chosen to do so.
- 8.6. You acknowledge and agree that it is Your responsibility to check any request for order and/or order confirmation for discrepancies. In the event that you establish a discrepancy, specifically in regards to the order confirmation, You must inform C2C within 15 minutes of the confirmation being submitted to You. Failure to act within 15 minutes of receipt, all liability of any execution error falls to You. A notification, including order confirmation, is deemed received by You the moment it is sent in the platform/app and is thus viewable for You, regardless whether You are logged in to the platform/app as such point in time.
- 8.7. You acknowledge, that You are obliged to act in accordance with the instructions of C2C before an order can be fully executed, e.g. if instructed the cryptocurrency must be submitted and received by the indicated wallet address within the stipulated time-period or otherwise the order cannot be executed and completed. You are liable for any costs, fees or equivalent C2C may have incurred due to Your negligence. In addition, C2C may charge you fees for order handling.
- 8.8. If C2C and You have agreed, e.g., that You may submit the cryptocurrency post execution of the order, you must submit the cryptocurrency within the time period stipulated or You will become liable for extra fee and/or cover any charge C2C may have suffered due to this. You acknowledge and agree, that C2C may cancel the transaction and that You are liable for any costs and fees, including repurchasing the cryptocurrencies at market rate.
- 8.9. You acknowledge, agree, and accept, that in the event You do not submit the cryptos to C2C the exclusivity in the jurisdiction article, Article 14, will become void and C2C may initiate any type of legal proceeding in any jurisdiction where You are incorporated, a citizen of, have residence, holds assets or equivalent.
- 8.10. You acknowledge and accept that C2C may refuse any instruction and/or order provided by You, which is found to be or suspected of being in violation of any legislation, such as but not limited to AML. C2C may also refuse any instruction and/or order which may have a negative effect of the economic solidity of C2C.
- 8.11. You acknowledge and accept, that C2C may perform KYT investigation on any cryptos received from You before execution of an order, both using internal tool(s) as well as external provider(s), and that C2C may block access to your account while investigating and reject, suspend, or freeze an order based on the outcome of the KYT investigation. There is no time limitation for the amount of time where C2C may freeze a deposit or block Your access to an account.
- 8.12. You acknowledge and accept, that it is not possible to place e.g., limit, stop or equivalent orders with C2C on the platform/app. C2C is solely offering the service of selling cryptocurrencies against a request for quote, which

upon the acceptance of You, becomes an order to execute. All orders are executed based on RFQs at market and there are thus no guarantees for execution, fill, anti-slippage or equivalent.

- 8.13. You acknowledge and accept, that C2C may use third-parties and counterparties in order to receive, hold and send cryptocurrency and FIAT and in order to execute orders. If such third-party becomes insolvent, this may have consequences for You and Your assets, whether cryptocurrency or fiat. Unless prescribed by law or equivalent, C2C does not accept liability for insolvency, any acts, omissions or equivalent of any third-party or counterparty.
- 8.14. You acknowledge and accept, that it is your responsibility to provide C2C with any information required related to transactions in order to meet the requirements of the Travel Rule and that C2C may suspend Your account if such information is not made available by You to C2C.

### **9. Request for Quote & Submitting Orders – FIAT to Cryptocurrency Transactions:**

- 9.1. To prevent misunderstandings and ensuring an electronic record-keeping, you are encouraged to place all request for quote(s) and order(s) through the platform/app using the chat or email function or by recorded phone.
- 9.2. Any instruction and/or request for quote and/or order submitted by you through the platform/app, email or phone will be valid and binding for you towards C2C when we have confirmed receipt of the instruction and/or request for quote and/or order.
- 9.3. You acknowledge and accept that you are responsible for the accuracy of any information, instruction or order submitted by you to us, no matter the medium chosen to do so.
- 9.4. You acknowledge and accept that an order will first become valid and binding for C2C towards you once we have confirmed execution through a trade confirmation, as if the markets are very volatile or there is not sufficient liquidity to fill the order, C2C may not be able to obtain the price; in such cases you are informed that the order cannot be executed.
- 9.5. You acknowledge and accept, that there are no guarantees for fill, execution at price or anti-slippage.
- 9.6. You acknowledge and accept, that it is not possible to place e.g., limit, stop or equivalent orders with C2C on the platform/app nor per email or over the phone. C2C is solely offering the service of purchasing cryptocurrencies against a request for quote or market order, which upon the acceptance by you, becomes an order to execute.
- 9.7. It is your responsibility to check any order or order confirmation for discrepancies and inform C2C within 15 minutes of the notification being sent by us to you. Failure to act within 15 minutes of receipt, all liability of any execution error falls to you. A notification is deemed received by you the moment it is sent in the platform/app and/or through chat and/or email and/or confirmed execution over the phone and is thus visible for you, regardless of whether you are logged into the platform/app or not.
- 9.8. You acknowledge and accept, that C2C may use third parties and counterparties in order to execute orders and transfer assets. If the third party or counterparty becomes insolvent, this may have consequences for you and your funds or cryptos. Unless prescribed by law or otherwise indicated, C2C does not accept liability for any acts or omissions of any third-parties.
- 9.9. If C2C and you have agreed, e.g. that you may deposit FIAT post execution of the order, you must deposit FIAT within the time period stipulated or you will become liable for extra fees and/or cover any charge C2C may have suffered due to this. You acknowledge and agree, that C2C may cancel the transaction and that you are liable for any costs and fees, including selling the cryptos at market rate.
- 9.10. You acknowledge, agree and accept, that in the event you do not deposit FIAT to C2C as agreed, the exclusivity in the jurisdiction article, Article 14 in the Terms & Conditions, will become void and C2C may initiate any type of legal proceeding in any jurisdiction where you are incorporated, a citizen of, have residence or hold your assets

### **10. Transfer of FIAT and/or Cryptocurrency – No Change in Ownership:**

- 10.1. **No change of ownership:** You acknowledge and accept, that there may not be a change of beneficial ownership of the assets involved in any transaction with C2C, neither for the FIAT nor for the cryptocurrency, therefore:
  - 10.1.1. You may only make deposit(s) from a wallet address and/or bank account which is owned and controlled by You;
  - 10.1.2. You may only request payments of FIAT to a bank account held solely in Your name and belonging to You and such account must be held with a regulated and licensed financial institution.
  - 10.1.3. You may only request a transfer of cryptocurrency to a wallet address held solely in Your name and belonging to You and such wallet must be held with a service deemed acceptable by C2C.
  - 10.1.4. You acknowledge and accept, that C2C does not hold any assets, whether cryptocurrency or FIAT on your behalf in accordance with the Article 5 and this Article unless a separate Agreement has been negotiated and entered into between You and C2C.
  - 10.1.5. You accept and acknowledge, that in the event you make a deposit to C2C without performing a transaction within 24 hours, one Business Day, C2C may charge a fee for this and may choose to initiate to return the deposit to the original bank account and/or wallet address if C2C has sufficient information to confirm the beneficial ownership of such bank account and/or wallet.

### 11. Fees, Costs and Charges:

- 11.1. C2C is entitled to receive the difference between the rate/price we receive(s) from our counterparties and the rate/price agreed with you. This can for example be the difference between the quote asset and the FIAT and/or a markup to this.
- 11.2. Any fees, costs and charges related to blockchain or bank transactions and transfers are for Your cost, as such fees are out of the control of C2C.
- 11.3. We may charge fees to execute transfers and equivalent.
- 11.4. In the event You make a deposit to us, whether cryptocurrency and/or FIAT, and it is held with us for longer than 24 hours, 1 Business Day, without instructions, C2C may charge a fee(s) for this. In addition, C2C may charge fee(s) for the amount of time a deposit is with us without You providing instructions to either execute a transaction(s) or return the deposit.
- 11.5. In the event You make a deposit to us, but the deposit must be returned to the depositing bank account and/or wallet address without a transaction being performed, C2C may charge a fee. This is regardless whether you request them returned; if we are not able or willing to execute the a transaction on your behalf or equivalent.
- 11.6. C2C may charge fees for any type of report or service outside the standard offering, including but not limited to urgent transfers, SWIFT messages, investigations or equivalent.
- 11.7. C2C may implement new prices and fees or change existing prices and fees for our services and will on a best endeavor basis inform you of any such changes.

### 12. Limitation(s) of Liability:

- 12.1. Further to the limitations of liability incorporated elsewhere in these Terms, additional limitations of liability applies;
- 12.2. If an error occurs in the pricing of a request for quote or an order, which can be evidenced as manifestly wrong and/or where it was or ought to have been reasonably known by You that the pricing was incorrect, C2C is not bound by any contract made at that price. C2C reserves the right to either cancel the order/transaction or offer You a correction of the erroneous price
- 12.3. C2C are not liable for any transmission errors and/or inaccuracies made by You. You must inform C2C immediately if You have accidentally provided incorrect data to C2C either through the platform/app or through other mediums available. Please note, the only email address accepted is support@crypto2cash.com, and if You write directly to any employee it cannot be guaranteed that it is read.



- 12.4. You accept and acknowledge, that C2C is not responsible for information on websites of third-parties or electronic systems, even if there is a direct link or referral to that web site from us. Such referrals are only for information purposes for You.
- 12.5. You accept and acknowledge that any information, analysis, opinion or other/equivalent information and market reviews (all together "Information") provided by C2C does not constitute any type of investment advice and consequently, we do not bear any liability for any losses occurred from any decision/transaction You have made based on this information.
- 12.6. C2C cannot guarantee a continuous availability of the platform/app nor the possibility of contacting our offices all hours of the day and all days of the week and thus we cannot accept liability for any claimed damages or losses arising from non-functionality or nonavailability, unless such damages or losses are due to willful misconduct or gross negligence of C2C.
- 12.7. You indemnify and hold C2C harmless from and against any claims, costs, damages, and losses resulting from any breach by You of the obligations set out in these Terms or any other Agreement entered into between C2C and You.

### **13. Termination of Contract and/or Closing of Account:**

- 13.1. You may terminate the Agreement(s) and these Terms with one (1) months' notice and C2C may terminate with two (2) months' notice. You may not request any transaction, which would have settlement/payment date after the day of termination of the Agreement(s) and these Terms.
- 13.2. C2C may suspend or terminate the Agreement immediately, including cancelling any active instructions and/or orders, should circumstances arise of such nature that the fulfilment of the contract is no longer possible or cannot reasonably be expected to be continued. In the event C2C suspends or terminates this Agreement and these Terms, C2C is in no way or manner liable for compensation of damages or costs occurred in any way, whether directly or indirectly, resulting from the suspension or termination.
- 13.3. C2C may close Your account with immediate effect due to inactivity, missing information, outcome of KYT monitoring, regulatory requirements, the communication between You and us, changes to the internal risk framework and risk appetite of C2C and equivalent.
- 13.4. In the event that the costs of closing an Account exceed the value of deposited cryptocurrency or FIAT, You are responsible for reimbursing C2C.

### **14. Governing Law, Complaints and Dispute Settlement:**

- 14.1. It is Your responsibility to abide by local laws of Your jurisdiction in relation to the use of the Services of C2C, e.g., in relation to tax and whether You may use the Services.
- 14.2. In the event You wish to raise a question, a problem or issue You agree and accept that You must first reach out to the support team of C2C. If You believe You have not received satisfactory response, then You may file a written complaint at [support@crypto2cash.com](mailto:support@crypto2cash.com) based on which an internal investigation of the question, problem or issue will commence.
- 14.3. You agree, acknowledge and accept, that the Agreement(s) and these Terms are governed by the laws of Lithuania and that the exclusive jurisdiction for e.g., any claim, breach, dispute, or controversy, which the Parties have failed to solve otherwise, is to be settled in courts of the Republic of Lithuania.
- 14.4. C2C reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including but not limited to, jurisdictions where You are a citizen, resident, incorporated or where You possess assets.