

## Terms and Conditions

THESE TERMS AND CONDITIONS APPLY TO THE WEBSITE LOCATED AT WWW.COINFULY.COM (THE "WEBSITE") AND THE SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE WEBSITE AND SERVICES IMMEDIATELY.

### 1. Preamble

- 1.1. This Terms and Conditions ( "Agreement" or the "Terms" ) is a contract between you ( "You", "User" ) and Swiftency OÜ with registration number 14626140 in Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 2-691k, 10119, Estonia. ( the "Company", "Coinfuley", "we" or " Our " ) and is applied in case of use of: (A) The website Coinfuley is at <https://coinfuley.com> and any associated-hosted site or mobile applications are collective " Coinfuley Site"; (B) Any of the services offered by Coinfuley ( together with Coinfuley website, "Coinfuley Services").
- 1.2. In addition to the Terms, you should also carefully read our [Privacy Policy](#) which sets out how we collect and use your personal information, and is an integral part of these Terms as well as other related Policies available on our website.
- 1.3. By registering an account on the website Coinfuley or using any of Coinfuley Services, you agree that you have read, understood and accepted all terms and conditions contained in this Agreement and Policy as well as the Privacy Policy and Cookie Policy. This agreement is governed by the Estonian law. We will communicate with you in the English language for all aspects of using our Services. For your convenience, our staff is fluent in English.
- 1.4. This Agreement sets forth the entire understanding and agreement between the user and Coinfuley regarding the subject matter hereof and supersedes any discussion and all previous discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and any financial relationships between you and Coinfuley. If after reading this you are still unsure entirely agree with something or have any questions, please do not hesitate to contact [support@coinfuley.com](mailto:support@coinfuley.com).
- 1.5. Coinfuley shall be entitled to modify, change, or amend the Terms and Conditions or other policies at any time and may inform you through a post the amended Terms on the Website, an email, a pop-up or similar method of communication, with the date the Terms were last amended and/or when the new Terms came in force. You have the choice to either accept or close your account with Coinfuley. Furthermore, you responsibility to check for any such updates from time to time. If you do not agree with any modification to the Terms your sole and exclusive remedy is to terminate your use of the Website and the Services and close your account with us (the "Account").

### 2. Acceptance of Terms and Conditions of Use

- 2.1. By using and registering the website ( <https://coinfuley.com> ), you accept the terms and conditions of use listed below; being necessary to read them carefully.
  - 2.2.2.2.
- 2.3. The service offered by Coinfuley allows users to buy or sell currency / cryptocurrencies via the Internet and specially designated points. Cryptocurrency transactions that are sent from your wallet are irreversible. If you send cryptocurrencies to an incorrect address or send the wrong amount of cryptocurrencies, you cannot get them back.
- 2.4. The crypto market is very volatile and prone to bubbles and rapid price changes. The market price changes over time, so your cryptocurrencies may be worth much less in the future. In fact, the cryptocurrencies may even become completely worthless. Cryptocurrencies are not supported by any entity. Not <https://coinfuley.com> nor anyone else has the obligation to buy back your cryptocurrencies in the future. Please make sure you

fully understand the risks involved and thus not invest money that you cannot afford to lose. For more information please visit the official website Bitcoin: bitcoin.org, or other sources.

- 2.5. There may be situations where, because of the legal framework in which you live, it could be possible to not have permission to use all features of this website. We are not responsible if, for various reasons, you cannot access this site. Once you agree to these terms and conditions, Coinfully offers you a personal non-exclusive, non-transferable, limited right to access and use our site and our service.
- 2.6. Coinfully will not be held for any money/currency loss by blockchain technical issues, natural disaster, Coinfully's service providers and third parties.
- 2.7. We shall execute your order at the Final Price (according to the rate at the time of our trade execution), as soon as reasonably practicable and up to 120 hours, after your completion of our registration, AML and KYC processes to our satisfaction and after the transaction has been confirmed by the payment provider used to deposit the (bank, cc, etc.). Until Execution, any order by you shall be considered as pending and not completed and shall not be binding on us whatsoever.
- 2.8. Any payment or delivery by us to you of Fiat Money or Digital Currency, as applicable, shall be made after deduction of any applicable fees, including our exchange fee of for clients' purchase of a Digital Currency (buy) and an exchange fee for a clients' sale of a Digital Currency (sell). The Fees are subject to change at the Company's discretion and shall be published on the website on the relevant dedicated section. As such, the clients remain responsible to keep up to date with the applicable fees as disclosed on the website.  
In the event of a disputed transaction, any and all commissions and exchange fees will be non-disputed and non-refundable.
- 2.9. The rate of the exchange fee may vary from time to time, in our sole discretion and shall be defined to you prior to your order. If for any reason we cannot make the deal we will refund the money minus transfer fee. In any case the transactions was processed through a credit/debit card no withdrawal fee will be charged. The Fees are subject to change at the Company's discretion and shall be published on the website on the relevant dedicated section. As such, the clients remain responsible to keep up to date with the applicable fees as disclosed on the website.
- 2.10. Cryptocurrencies are a high-risk investment and from the time of buying to the time you receive the cryptocurrencies the value of the currency can be higher or lower than the time the payment was done. We are not committed to buy the cryptocurrency back from you. We are not committed to sell more cryptocurrency to you. Our customer service will not provide any help with buying selling exchanging crypto currencies.
- 2.11. If you make a mistake in your wallet string, we will not help you to get your Bitcoins.
- 2.12. If you do not accept these terms and conditions stipulated in this Agreement, please do not access this site (<https://coinfully.com/>) or use the service.

### **3. Warranties**

- 3.1. By opening an account on this site, it warrants that:
  - you agree to the terms of use;
  - you are at least 18 years;
  - you have the full capacity to accept these Terms of Use in order to perform cryptocurrencies transactions.
- 3.2. By initiating a transaction you implicitly acknowledge that you simultaneously meet the following conditions:
  - 1) The sold cryptocurrencies do not come from illegal or illicit activities.
  - 2) The sale of these cryptocurrencies does not represent money laundering activity.

- 3) You are the authorized account holder or the account to which you seek to make a bank transfer or credit card purchase.
- 4) You declare on oath that the amount of money used for the acquisition of cryptocurrencies does not come from fraud. If it's proved otherwise, you bind yourself to bear the losses and any other legal consequences.

#### **4. Cookies and other trackers Policy**

We use various types of cookies and other types of web trackers, which help us to administer and operate the Website. These trackers are used mainly to collect statistical information about your use of the Website; We use cookies for Website analytics purposes, as explained above. If you wish to block cookies, you may do so through your browser's settings. You can delete cookies that are already on your computer and you can set your browser to prevent them from being placed going forward. Please refer to the browser's help menu for further information. Please also bear in mind that disabling cookies may adversely affect your user experience on the website. For more information please read our [Privacy Policy](#).

#### **5. Privacy Policy**

Check our Privacy Policy: [Privacy Policy](#).

#### **6. Summary of the Services offered**

- 6.1. Our Services allow you to enter into transactions with the Company for the purchase and sale of Bitcoin, Ether, and any other digital currency that may be available for purchase from or sale to Coinfully through the Website from time to time (the "Digital Currency"). For the purposes of these Terms, such transaction with Coinfully for a purchase or sale of Digital Currency may be referred to as a "Transaction."
- 6.2. Fiat Money and Payment Methods. Once your Account has been approved and successfully opened, you may buy or sell, as applicable, Digital Currency through payments in certain fiat currencies (e.g. USD, GBP or EUR) as we shall decide, in our sole discretion, to accept from time to time (the "Fiat Money"). The Company may accept different methods of Fiat Money payment, including, but not limited to, bank wire transfers, credit or debit card payment, and other third-party payment processors we may provide. Coinfully shall post the different available payment method options at the time of your Transaction order that time.
- 6.3. When you buy Digital Currency from Coinfully, you shall send payment to the Company using one of the acceptable payment method options, and when you sell Digital Currency to the Company, the Company shall send you Fiat Money using one of the available payment method options displayed on the Website, such as by crediting your credit card or sending a bank wire transfer using the details you provided during the registration process and confirmed by you during your Transaction order.
- 6.4. Delivery of Digital Currency. We shall deliver Digital Currency, to either:
  - a) the personal digital wallet address you provide to us upon registration or upon your Transaction order (your "Wallet Address"); or
  - b) at your request, we may also deliver Digital Currency to your account with a third-party website operator, at our sole discretion.
- 6.5. You acknowledge that delivery of the Digital Currency purchased by you may be completed separately from the payment process, and it may take time for the Digital Currency transfer to be processed. You also acknowledge that on some occasions, the Company may not be able to fulfil your purchase order or deliver the Digital Currency as further explained herein.
- 6.6. 2.6. Your Wallet Address. By providing us with your Wallet Address you represent and warrant that it is owned by you exclusively and is under your sole and full control.

- 6.7. The exchange rate will be set by Coinfury at the time the order was launched.
- 6.8. In case of high volatility in the market, in particular the change of the price/rate by more than 1.00% between the launch of the order ( initial price ) and the settlement, Coinfury reserves the right to settle the transaction the trade in crypto, regardless of the value, at the best available price when the funds are available in Coinfury bank accounts.
- 6.9. The trade is completed in Coinfury work program ( Monday-Friday, except for official non-working days).
- 6.10. There may be situations where, due to high volatility, the customer will incur a recalculation of the purchase price when Coinfury has the possibility to buy and deliver the cryptocurrency to the customer.
- 6.11. Starting a trade ( purchase/buy ) without transferring the funds, can lead to the cancellation of the account with Coinfury.
- 6.12. We do not accept cash deposits at the bank or third party transactions. The client will make the transfer only from another bank account in his/her name to Coinfury's listed bank account for a particular currency.
- 6.13. The approval of the transaction may take from a few minutes to up to five ( working ) days, depending on the availability of the client's funds to Coinfury, the value of the purchase, the account history, and market volatility. The confirmation of the transaction by the crypto-currency network ( blockchain ) varies depending on the fluidity of the network or on the congestion of it.
- 6.14. Cryptocoins purchased cannot be sent back without a confirmation from our side;
- 6.15. By using the services of the Company, the client acknowledges and consents that the Company may be using Electronic Money Institutions (EMI) for acquiring, processing and/or holding clients' funds where applicable.

## 7. Registration

- 7.1. In order to use our Services and initiate any Transaction, you understand that you must open an Account through our Website and undergo our registration process, including without limitation, for the purposes of KYC, as shall be further described herein. You will be prompted to create a username and password to open your Account on the Website (your "Log-In") and to proceed with registration. During the registration process, you shall provide us with requested information, which may include, without limitation to: your name, identification number, birthdate, e-mail address, postal address, telephone number, and/or credit card information details, as applicable ("Registration Details"). You will use your Log-In to access your Account and Registration Details, as well as to access any other information that may be posted to your Account from time to time, such as transactional activity once you have been approved to use our Services.
- 7.2. To open an account with Coinfury, you must add to the registration a valid proof of identification (e.g. ID, Passport ) and also a valid proof of address (e.g. utility bill, bank statement) not older than 3 months which bears your name on it. Coinfury may, at its sole discretion, refuse to allow someone to establish an account with Coinfury.
- 7.3. From time to time, we may also ask you to provide additional information as a condition to continue the use of our Services. If you want to convert local currency into cryptocurrency or crypto currency in local currency authorized by Coinfury, directly or through third parties, Coinfury can make any demands that we consider necessary to validate your identity. This may include requesting further information about the user, such as name, date of birth, email address, physical address, tax identification number, identification number and information about your bank account (eg a financial institution, account type, account number) so that we can confirm your identity and for being able to benefit from the services provided by Coinfury.
- 7.4. Coinfury may seek you to answer any questions or take measures to verify your identity; thus respecting the law. By transmitting sensitive information which may be

required, please make sure the information is accurate and authentic and that you agree to inform Coinfuly if you change any basic information requested.

- 7.5. When using a Credit and/or Debit card to buy Crypto Currencies, from time to time, we will require to verify that you are authorized to use this card/own the account and ensure that it is on your name. We reserve the right to keep your Registration Information account after you close the account for regulatory purposes and compliance with the applicable laws and regulatory requirements.
- 7.6. You warrant and represent that all Registration Details that you provide to us are true, accurate and complete, and that you shall promptly update your Registration Details upon any changes to this information. You understand and agree that the name you provide for the Account and the name on the credit/debit card(s), bank details, and/or other payment accounts [(e.g. personal virtual wallet)] which you provide to us must match.
- 7.7. You further acknowledge and represent to us the following:
  - a) you are at least 18 years of age and the legal age to enter into a binding agreement in your location;
  - b) you are of sound mind and capable of taking responsibility of your own actions with the full legal capacity to accept these Terms;
  - c) the purpose of your Account is for your own personal use;
  - d) you shall only open one valid Account with the Website. If you try to open more than one account, such an additional account may be suspended or closed, at our discretion;
  - e) you shall not assist others in obtaining unauthorized access to the Website, Services and/or your Account and/or any other activity on the Website that has been strictly authorized to you;
  - f) you shall not access the account of any other person through the Website; and
  - g) you shall be fully responsible for any activities undertaken by you on the Website and during the registration process.
- 7.8. You also acknowledge that certain restrictions may apply to purchase and sale of Digital Currency based upon applicable laws and regulations in your jurisdiction that may restrict us from entering into certain Transactions with you, and you understand that we have the right not to enter into any Transaction with you.
- 7.9. Confidentiality. You understand that you are responsible for maintaining the confidentiality of your Log-In, Account and Registration Details, and the safeguarding of your information. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your personal and confidential information to unauthorized access by a third party, which may also result in loss or theft of your funds, as well as any linked accounts, such as your linked bank accounts and credit cards.
- 7.10. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your Log-In is "hacked" from your computer or other device from which you access the Website, due to any viruses or malware, the Company shall have no liability and you shall maintain responsibility. You should report any possible hacks, hacking attempts or security breaches from your computer terminal, or other device, immediately to the Company.
- 7.11. In the event you have any knowledge of: a) a third party gaining access to your Log-In and/or Account or other breach of security related to your Log-In and/or Account, b) compromise of your personal information, and/or c) any other unauthorized use of your Registered Details on the Website, you should notify us immediately by sending an email, to support@coinfuly.com including all relevant details.
- 7.12. Unauthorized Use. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website as we deem appropriate, as well as suspend or terminate any pending orders or Transactions. We also reserve the right

to seek any other remedy to which the Company may be entitled for such violation and may take further actions against you.

- 7.13. **Security Alerts.** The Company does not guarantee to provide you with security alerts or any other alert, and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of compromise of your Log-In, Registration Details, or other Account information, other than due to the gross negligence of the Company.
- 7.14. **No Criminal Activity Permitted.** You hereby represent and warrant that your use of our Website and Services, including your opening of an Account and any use thereof are in compliance with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or our Services are absolutely not permitted. You affirm and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location and you shall always disclose your accurate and true location.

## **8. Password security and keeping current contact information**

- 8.1. You are responsible for maintaining the security and proper control of any ID and all IDs, passwords, information, personal identification numbers (PINs) or any other codes that you use to access the services Coinfully. Any loss or compromise of the above information and/or personal information can result in unauthorized access to your account online with Coinfully by third parties.
- 8.2. You are responsible for keeping up to date your email address in your account to receive any notifications or alerts that we send.
- 8.3. Coinfully shall not be liable for any loss or damage caused by failure to comply with rules protecting account information, or failure to follow or take note of any notifications or alerts that we send. If you feel that your account information has been compromised, contact Support or Contact Coinfully as soon as possible.
- 8.4. Coinfully does not have any responsibility for any damage or disruptions caused by computer viruses, spyware or other malware that can harm your computer or other equipment, or any phishing, spoofing or other attacks. It is advised the regular use of a reliable antivirus and malware screening and prevention software.
- 8.5. If in doubt about the authenticity of a communication from Coinfully, you need to connect with your account, through the site Coinfully (<https://coinfully.com>), not clicking on links contained in emails.

## **9. Suspension and closing of the account**

- 9.1. It may be the case, at our sole discretion without liability to you or any third party, to refuse to open an account, to your account suspended or you terminate your account or how it works on one or more services. Such actions can be taken as a result of account inactivity, failure to respond to requests for customer support activities spam (eg initiation of transactions without their completion in the allotted time) or after breaching the terms of this Agreement. Or, in accordance with the requirements of a valid subpoena or court order, or if Coinfully reasonably suspects you to be using your Coinfully account in order to promote illegal activities; but not limited to; or opening multiple accounts Coinfully or abuse of promotions that Coinfully can provide from time to time, your account may be suspended. If you have unsettled trades in an account that has been suspended or closed, you will be able to recover these funds, unless prohibited by law or court order. Coinfully, at its discretion, will allow you (i) to withdraw these funds to your bank account which already known, or (ii) may send funds to an external cryptocurrency known wallet address.
- 9.2. We reserve the right to require the provision of further identifying information before processing client agreements and to delay or prohibit these agreements, if Coinfully

considers that there were fraudulent or illegal activities. If you are unable to connect to your account, you should contact our Support at [support@coinfuly.com](mailto:support@coinfuly.com) for assistance as applicable.

- 9.3. You may terminate this Agreement at any time by discontinuing use of the Services offered by Coinfuly. Upon termination of this Agreement and suspend of your account, you remain liable for all transactions made while the account was opened any outstanding payment obligations to the Company existing as of the effective date of termination, settle any pending Transactions and to pay any applicable fees or charges. The Company reserves the right to suspend any pending Transactions at the time of your termination.

## **10. The right to suspend or delay transactions and settlements**

- 10.1. Coinfuly reserves the right to refuse to process or cancel any transaction or cryptocurrency being connected to your local currency at Coinfuly or any services, as required by law or in response to a subpoena, a court order or another binding.
- 10.2. Coinfuly cannot reverse a settlement of a cryptocurrency which was communicated and confirmed by a special cryptocurrency network.
- 10.3. Coinfuly reserves the right to refuse a process or cancel it on any purchases or sales of cryptocurrency or transfers, at its sole discretion.
- 10.4. If Coinfuly suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud or any other type of financial crime in response to a subpoena, a court order or other governmental order, or if Coinfuly suspects that the transaction relates to a restricted activity.
- 10.5. We reserve the right to change, suspend or discontinue any aspect of the Service at any time, including the hours of operation or availability of any facilities without notice and without any liability. We may refuse to process any transaction or settlement without notice and can limit or suspend your use of one or more services at any time at our sole discretion. Suspension for use by you of any of the services will not affect your rights and obligations under this Agreement.
- 10.6. There may be the case, in our sole discretion, to delay transactions or agreements, if we believe that the transaction is suspicious, or it may involve fraud or irregularity, violate laws or violate the terms of this agreement.
- 10.7. If a technical problem is causing system errors, interruptions of function or account, Coinfuly may temporarily suspend online access to your account until the problem is solved.
- 10.8. Coinfuly may, at the customer's verbal or written request can keep his/her cryptocurrencies indefinitely until the client requests in writing or verbal the return of these cryptocurrencies, or their value from the day in which the request is made on the platform of Coinfuly.
- 10.9. Payment is made to a bank account that belongs to the client.
- 10.10. Coinfuly does not take responsibility for the lack of communication with the client and does not presume the customer's intent in these situations. In case of high market volatility, unanticipated situations on the economic scene or natural disaster, transactions and payments may incur delays. Coinfuly shall not be liable for these delays, having no control over these possible events.
- 10.11. Coinfuly reserves the rights to authorize transactions and capture/settle the amount only after the product will be delivered.

## **11. Withdrawing from a trade**

You do not have the legal right to withdraw out of a transaction to buy or sell cryptocurrency once you started this process with Coinfuly, because the price cryptocurrency fluctuates in accordance with the financial markets, and all of the above are beyond the control of Coinfuly.

## **12. Taxes**

- 12.1. You acknowledge that you are solely responsible for any applicable taxes with respect to your transaction(s) on the Website and/or through the Services. The Company is not and at no point shall provide any tax advice concerning the exchange of Digital Currency or any other Transaction through this Website and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).
- 12.2. Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You must pay any such taxes or mandatory payments to the relevant government agency, or otherwise, which may apply under applicable laws, and you agree to fully indemnify us for any such payments we may be required to make on your behalf. You hereby agree and represent that we may debit your Account in the amount of any such payments we are required to make on your behalf.

## **13. Restriction of usage**

- 13.1. You may view, print and/or download a copy of these materials from the website <https://coinfuly.com/terms-and-conditions> to one computer, only for personal, informational, non-ad, with the conditions that copyright and other legal provisions be kept intact. The trademarks, service mark sites, Coinfuly logos, and other problems of this type, used on this site are associated to " Coinfuly " as its property and its owners. The software, text, images, data, prices, charts, diagrams, video, and audio materials on this site belong exclusively to Coinfuly. It is strictly forbidden to copy, reproduce, modify, re publish, exhibition, transmission of any part of the site <https://coinfuly.com>; also it's prohibited the collection or distribution of the above in any form. The usage of materials from this Site on any other website or other networked computer environments for any purpose is strictly prohibited. Any such unauthorized use, which violates copyrights, trademarks or other laws may bring civil or criminal sanctions.
- 13.2. Issues regarding the end of the collaboration You may terminate this agreement with Coinfuly and to close your account at any time after resolving transactions in standby. Moreover, you agree that Coinfuly may cancel access to this site and to close your account and all that is required is a simply accept at any time and without notice. We are entitled to: cancel, terminate accounts and conclude service members; the right to restrict access and site content, services and tools; eliminating or stopping content, having also allowed to take technical and legal measures to close the account on this site members if: we suspect that they create problems of any nature that may disturb Coinfuly's activity and integrity; that they violate intellectual property rights of third parties or they act inconsistently and not the 'terms and conditions of use ". In addition, under certain conditions, members can cancel or close accounts without notice, for any reason, but mainly for: trying to get unauthorized access to this site or to members' accounts; assisting working for others; the security breach that relates to limiting the use of any Content or protection; the use of this service for illegal purposes such as money laundering, financing of illegal operations, illegal gambling and other criminal activities; breach of the conditions of use, payment default or fraudulent transactions;

## **14. Email**

Emails sent on the Internet are not secure and Coinfuly is not responsible for any damages derived from their transmission. We suggest sending emails in an encrypted format and we invite you to send encrypted emails variations in PGP format.



## **15. Limitation of liability**

To the extent permitted by law, Coinfully, its affiliates, licensors, service providers, employees, associates, officers, agents, joint ventures, representative and any other related person, are not responsible for injury/damage or loss of profits, business, data, opportunities or other direct or indirect losses, unless the damage is derived from imprudence or deliberate misinformation or if fraud is committed. None of the items mentioned above do not exclude or limit the liability of either party for fraud, death, physical injury, caused by recklessness, breach of clauses derived from law or any other liability which cannot be limited or excluded by law.

## **16. Complaints and Disputes Policy**

- 16.1. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties.
- 16.2. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.
- 16.3. When registering, you will have to provide us with some specific identification information. You are responsible for the security of your account's login and password with Coinfully. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for Coinfully for any reason whatsoever.
- 16.4. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement. Coinfully carefully treats the information you provide to us according to the disclosure of information provided during the registration process and privacy policy. Also, note that Coinfully maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail clients, and we keep records of complaints and measures taken for complaint resolution. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.

## **17. Governing Law**

You expressly understand and agree any legal matter arising from the Terms and Conditions or related to your use of the website will be governed by the Estonian law, without regards to its conflicts of laws provisions. You further agree to the personal and exclusive jurisdiction of the Estonian courts and waive any objection to such jurisdiction or venue.

## **18. The Card Holder Responsibility**

The right to use some of the services offered in our website may be illegal in certain countries. It is your responsible for determining whether the use of the website and services is compliant with applicable laws in your jurisdiction and you warrant to us that the use of our services is not illegal in the territory where you are currently located and you agree to comply with all applicable laws, statutes and regulations regarding our website and the services offered through the website.

## **19. Refund Policy**

- 19.1. Swiftency OÜ with registration number 14626140 in Harju maakond, T allinn, Kesklinna linnaosa, Roosikrantsi tn 2-691k, 10119, Estonia. ("We", "our"). In rare circumstances, Swiftency OÜ reserves the right to either cancel your order or offer

you a different price for the Services. In the event we cancel your order, if we have already received FIAT Currency from you with regards to such order, we will, subject to applicable law and regulation, refund such funds to you. Refund shall be made to the same source from which they have originated, after deduction of any cost or expense we incur with regards to such transfer, including without limitation any wire transfer charges, currency exchange charges and/or payment processing charges.

- 19.2. Your funds may, at Swiftency OÜs sole discretion, be returned to another source to which you are the beneficiary, as long as you provide us with the required documents and information to verify that the account to which the funds were requested to be refunded belongs to you.
- 19.3. To comply with anti-money laundering and terrorist financing regulations or any other regulations and to prevent prohibited conduct, all payments and information related to the refund may be verified by Swiftency OÜ. In such case, Swiftency OÜ may request from you, at its sole discretion, to provide certain documents and information, including without limitation identification documents, copy of your credit card (Front – we need to clearly see your name, expiration date, first 6 and last 4 digits of the card number. For security purposes you must cover the middle 6 digits using a SMALL strip of paper. Back – we need to see your signature in order to validate the card. For security purposes you must cover the CVV using a SMALL piece of paper but we must be able to see the rest of the information on the back of the card) or bank details and/or any other proof required to affect the refund. In case you fail to provide appropriate documents or information, or in case of any doubts as to the authenticity of provided documents and information, Swiftency OÜ shall be entitled to cease the refund process until you take appropriate measures, as requested.
- 19.4. The provisions of this refund policy shall apply mutatis mutandis to any return of Cryptocurrency already received from you prior to cancellation of your order, from which the then-current equivalent amount of Cryptocurrency to such costs and expenses shall be deducted.
- 19.5. It is hereby understood, agreed and confirmed by you that due to Cryptocurrency price volatility, we are unable to refund the exact Cryptocurrency amount received, therefore that amount of Cryptocurrency refunded shall be calculated based on its USD value at the date of transaction between you and Swiftency OÜ with respect to such Cryptocurrency (without derogating from our right to deduct from such refund any cost and expense we incur with regards thereto, as specified above).
- 19.6. Notwithstanding the above, Swiftency OÜ reserves the right to cancel your order without any refund, or decline any refund request, if it suspects that you have or are engaged in, or have in any way been involved in, fraudulent or illegal activity.
- 19.7. Refunds will be processed without undue delay, and in any event within 7 (seven) business days from cancellation of order, subject to the requirements set forth hereinabove, and provided that you do not fail to provide Swiftency OÜ with any information and/or documentation required in order to process the refund.

## **20. Risk Factors**

- 20.1. You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before using any of the Services.
- 20.2. You may increase or lose value in your assets at any time due to price volatility, especially in the crypto-currency market, and the potential loss in trading or holding Digital Currencies can be substantial. We do not guarantee that any Digital Currency will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Currency to the Company, or to any third party.
- 20.3. Digital Currency is based on blockchain technologies, a digital, decentralized and partially anonymous system which relies on peer-to-peer networking and

cryptography to maintain its integrity. Such a system, which has been the subject of scrutiny by various regulatory bodies around the world, may be at risk to collapse at any time.

- 20.4. Most countries do not currently regulate the market, and at any time, regulations may be implemented, and regulatory changes could have a negative and material impact that may result in the Digital Currency having little or no value whatsoever. Regulatory inquiries or actions, including, without limitation, the licensing of or restrictions on the use, sale, or possession of digital tokens like the Tokens, could impede, limit or end the Services or your ability to trade the Digital Currency at any point.
- 20.5. You maintain the responsibility to safeguard the private key unique to your Wallet Address to access your Digital Currency. The theft, loss or destructions of such a private key required to access your Digital Currency is irreversible, and because the Company does not have access to those private keys, such private keys cannot be restored by the Company. The Company will not be responsible for any loss of access to your Wallet Address.
- 20.6. Due to the nature of Digital Currency, any technological difficulties experienced by the Company could potentially prevent the access or use of your Digital Currency.
- 20.7. You are aware that additional risks of trading Digital Currency may exist that have not been set forth in these Terms, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency.
- 20.8. You understand that the Company does not provide any investment, legal, or tax advice. At no point will the Company consider your financial situation, investment or trading objectives or other personal circumstances, and it is your responsibility to seek independent, professional advice prior to using the Services and the Website.
- 20.9. The Company may use banks and other third-party service providers to receive your Fiat Money and any required payments, or to send payments to you, as applicable.
- 20.10. Certain regulators in certain jurisdictions may view certain types of Digital Currency as securities, and as such, Clients in these jurisdictions may not have the ability to trade their Digital Currency because trading of Digital Currency that is deemed as securities, may be restricted, partially or completely in some jurisdictions. It is your responsibility to ensure your compliance with the applicable laws of your jurisdiction.
- 20.11. Coinfully accepts no responsibility for the accurate maintenance of the Website information, calculation, or valuation. You bear the entire risk of loss, including, but not limited, for data, calculation, and valuation of Digital Currency and their related transactions.
- 20.12. THE PURCHASE AND SALE OF DIGITAL CURRENCY IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DIGITAL CURRENCY HAVE VARYING DEGREES OF LIQUIDITY. SOME ARE QUITE LIQUID WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE WEBSITE. IN LIGHT OF THE RISKS ABOVEMENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING OR TRADING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION, AND RISK.

**21. Contact**

If you have concerns/questions about these "Terms and Conditions", in which the rights and obligations arising therefrom, and the use of the site, the service account or any other problem, please contact us at [support@coinfuly.com](mailto:support@coinfuly.com).