

Terms & Conditions

By using our services, you confirm that you accept these Terms and Conditions and that you agree to comply with them.

Please note that we do not provide services to the residents of the United Kingdom. Residents located within the UK are expressly prohibited from accessing and using our services. When dealing P2P transactions via the External P2P Platforms, we carry out the KYC of the counterparty and, if the counterparty occurs to be the UK resident, we reject the P2P transaction (by using a technical functionality of the External P2P Platforms where the P2P transaction is processed). Our company disclaims any liability arising from a user's failure to comply with the geographic restrictions imposed.

1. General

1.1 This website (the **“Website”**) is owned and operated by **FREEDOM SOLUTION SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**, registered at the legal address of HOŻA 86/210, 00-682 WARSAW, POLAND, KRS 0001096993 (**“we”, “us” or “our”**), which is duly authorized to provide services of exchange between virtual currencies and fiat, between virtual currencies, other activity in crypto assets area, and was entered into the Virtual Currency Business Activity Register maintained by the Director of the Revenue Administration Chamber in Katowice (Poland).

Please carefully read these Terms and Conditions before using our services. Your continued use of our services indicates your agreement to these Terms and Conditions (**“Website Terms” or “Terms”**). If you disagree with any part of Website Terms, you must stop using our services immediately.

1.2 Please read the following Website Terms to understand your rights and obligations when enter into relations with us.

1.3 We reserve the right to amend these Website Terms from time to time. Amendments will be effective as soon as such changes are notified on our Website.

1.4 You should regularly review these Website Terms. Where there is inconsistency between the content on our Website and these Website Terms, the Website Terms shall prevail to the extent of any inconsistency.

1.5 These Website Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us.

1.6 These Terms govern your rights and obligations in connection with use of our services. We offer services only to Persons being residents of countries, territories, defined and updated by us. We do not provide services to residents of countries, territories included into the list of Restricted countries as set forth in Terms.

2. Definitions

In these Website Terms:

(a) Agreement means the agreement between you as an individual or a legal entity and us that is made up of the following documents: Terms, all the references in Terms, our AML/CFT Policy, and any other policies, terms and rules allocated at our Website, other documents designated by us to form part of the Agreement.

(b) AML and CTF Requirements mean any law related to money laundering, terrorism financing, proliferation of weapons of mass destruction, sanctions, tax evasion, fraud, bribery, corruption, the

trafficking of arms, humans or wildlife, drugs, evasion of sanctions, slavery and any other financial crime regulation.

(c) Confidential Information means any information disclosed by one party (“**Disclosing Party**”) to another party (“**Receiving Party**”) unknown to the public (irrespective of its source or form of communication). Confidential information includes information that cannot be seen publicly and cannot be obtained by third parties legally from other sources. By default, all the information shared between the parties is treated confidential, given its nature and character, unless otherwise is defined by Agreement, the Disclosing Party or by the applicable law.

(d) Encumbrances means any pledge, suretyship, guarantee, mortgage, charge, lien or any other security, encumbrance over your fiat, crypto assets, whether imposed under an agreement, or regulations, or governmental authorities or enforcement of a judgment, which gives another person, institution a priority or advantage over creditors including any right of set-off.

(e) Exchange means a market peer-to-peer (P2P) transactions for the buying and selling of crypto assets and fiat currencies via the External P2P Platforms. Exchange focuses on immediate transactions involving crypto asset / crypto asset, crypto asset/fiat, or fiat/ crypto asset.

(f) External P2P Platforms mean online platforms or exchanges that facilitate peer-to-peer (P2P) Exchange transactions between individuals, legal entities for the exchange of crypto assets to fiat currency or vice versa, crypto assets to crypto assets. These platforms act as intermediaries, connecting buyers and sellers, and provide a secure environment for persons to conduct transactions, as well as have features such as order matching, escrow services, and transaction settlement to ensure smooth and reliable Exchanges.

(g) Market Misconduct means insider dealing, market manipulation, price rigging, prohibited transaction disclosure, false trading, any dishonorable or dishonest conduct, conduct which is consistent with just and equitable principles of trade or other activity which is defined as the market misconduct under this definition under the

applicable law.

(h) Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party.

(i) Person means an individual, partnership, limited partnership, corporation, limited liability company, joint-stock company, unincorporated organization or association, trust or joint venture, or other forms of a legal entity etc. Person also means the Person's representatives, successors, or permitted assigns.

(g) Proscribed Person means a person who appears to us to be (a) in violation of any AML and CTF Requirements of any jurisdiction; (b) on a list of persons with whom dealings are prohibited by the United Nations or another government agency or a regulatory authority under applicable law; or (c) acting on behalf of or for the benefit of any person described in paragraphs (a) or (b).

3. Services

3.1 Our services include the following:

(a) we enter into Exchange with counterparties at External P2P Platforms.

3.2 The list of crypto assets, fiat for Exchange we enter into are defined and updated by us.

3.3 The place of Agreement execution shall be Poland, Warsaw.

3.4. In the course of the Exchange, we do not act on your behalf or third party's behalf, we enter into Exchange in our name. We do not provide a platform for Exchange.

3.5 For Exchange performance you must have enough balance of the relevant crypto asset at the External P2P Platform, or fiat at your account, free of any Encumbrances or other limitations. When we and you enter into Exchange, the Exchange is processed in line with

the terms and conditions of the External P2P Platform.

3.6 We use our reasonable endeavors to execute Exchange, but we do not guarantee that it will be wholly or partially executed or will be executed by a certain time. Partially exercised Exchange may not be canceled or reversed on the basis that Exchange has not been wholly exercised. We are not responsible for any delays due to External P2P Platform, a force majeure event, market factors, or any other reason whatsoever.

3.7 We do not perform the role of the calculation agent, settlement service.

3.8 We may set off any amount we owe you against any amount you owe us.

4. Information contained on our Website

4.1 The content and information we present on our Website is intended to provide a summary of the subject matter covered. While we use all reasonable steps to ensure the accuracy and completeness of information and content on our Website, to the greatest extent permitted by law, including, but not limited to, under the Consumers Rights Act of Poland, Civil Code of Poland, we give you no warranty concerning the accuracy or completeness of our content or information. Content and information on our Website may change without notice to you, but we do not warrant that we will keep this content or information updated. We are not liable to you or anyone else if the content or information on our Website is not up-to-date, accurate or complete.

4.2 On our Website we include or may include the references or links to the third parties' websites. These references or links are or may be declared, published and exposed/displayed on our Website solely for general information and your reference purpose. We, thus, do not

control outbound websites, apps, nor take responsibility for their content. We are not responsible for any hyperlinked Internet sites through Terms or our Website, and are not responsible for any losses incurred in connection with those sites.

5. Consumer Guarantees

5.1 Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under the Consumers Rights Act of Poland, Civil Code of Poland or any other laws. Any and all other warranties or conditions which are not guaranteed by the Consumers Rights Act of Poland, Civil Code of Poland are expressly excluded where permitted, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition.

6. Warranties and Disclaimer

6.1 Warranties and disclaimers set forth in this article are not exclusive. Additional warranties and disclaimers are specified in the other terms and conditions of Terms, communications and law.

6.2 Nothing in these Website Terms excludes, restricts or modifies or purports to exclude, restrict the conditions, warranties and undertakings arising under the Consumers Rights Act of Poland, Civil Code of Poland. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these Website Terms by law cannot be excluded.

6.3 Our Website is provided to you strictly on an “as is” and “as available” basis. You acknowledge that:

(a) your use of our Website is at your own risk and may be subject to other terms and conditions; and

(b) prior to accepting these Website Terms you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these Website Terms; and

(c) at no time prior to accepting these Website Terms have you relied on our skill or judgement, and you acknowledge that it would be unreasonable for you to do so, and

(d) to the maximum extent permitted under applicable law, we, on our own behalf and on behalf of our affiliates and our and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to our services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of performance, usage, or trade practice; and

(e) we provide no warranty or undertaking, and make no representation of any kind that our services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or our services operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected; and

(f) we make a decision ourselves when to update information on our Website.

6.4 To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by law are expressly excluded, including liability for loss of expectations, loss of profits, incidental or

consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:

(a) that your access to our Website will be free from interruptions, errors or viruses; or

(b) the accuracy, adequacy or completeness of information on our Website (nor do we undertake to keep the website updated); or

(c) any crypto asset values or rates; or

(d) any decision made by you. All decisions on whether to invest in, holding or dispose of any crypto assets or to enter into any Exchange are yours.

6.5 To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Website Terms:

(a) your sole remedy will be for us to provide the features or services that were previously provided; and

(b) our maximum liability to you is limited to EUR 100.

6.6 By using our services, you represent and warrant the following (but not limited to):

(a) you are at least 18 years old if you are an individual;

(b) if you are a legal entity, you are duly incorporated and/or organized under the applicable law, all the proper corporate and other authorizations have been duly received;

(c) you are not located in, under the control of, or a national or resident of any international sanctioned countries.

(d) you are not a resident of the UK;

(e) any device used by you or any of your Authorised Persons, is not jailbroken, you have not concealed any information that could have caused us to refuse to enter into, perform Agreement with you;

(f) neither you nor any assets, fiat you control and use for Exchange are immune from court jurisdiction or legal procedure in any location;

(g) you are not a resident or tax resident of, and have no other relevant connection with, any jurisdiction where entering into or performing your obligations under these Terms or the delivery, holding, use, or exchange of crypto assets is unlawful or restricted in any way, or requires any kind of licensing, registration, or approval;

(h) you are the beneficial owner of any crypto asset or fiat subject to the Exchange;

(i) the information and documents you provided are true, accurate, and up to date, and will remain true, accurate, and up to date throughout the term of Agreement;

(j) your obligations under the Agreement, Exchanges you enter into are valid, binding and enforceable and it will not be in breach of any applicable law, agreement, court decision etc., by entering into or complying with obligations or exercising rights under Agreement or any Exchange;

(k) If you are a legal person, Authorised Person who enters into Agreement on your behalf is properly authorized to do so, as is any person who represents you in respect to any Exchange;

(l) you, any Authorised Person, any person who controls you, is not a Proscribed Person;

(m) you understand the nature of Exchanges and accept the risks associated with them;

(n) you are capable of assuming, and do assume, all risks associated with Exchanges;

(o) in connection with Agreement or any Exchange you are not relying on any communication from us as advice (whether written or oral), and we are not an advisor to you;

(p) whenever you give or procure the delivery of crypto asset, fiat to us in connection with Exchange performance, you have the absolute right to sell, assign, convey, transfer, and transmit such crypto asset, fiat, and you are deemed to confirm that it is fully paid and free of any Encumbrance;

(q) no action, suit, or proceeding at law or in equity is pending or, to your knowledge, threatened against you before any court, arbitrage, government agency, that is likely to affect the legality, validity, or enforceability of any Exchange or Agreement or your ability to perform your obligations under Exchange.

6.7 You repeat the representations and warranties set out above every time you enter into Exchange with us, use our services.

6.8 You acknowledge the substantial risks associated with crypto asset. You understand and agree that the crypto assets are

potentially exposed to legal and regulatory risks, the regime of crypto assets could be changed by regulations in different jurisdictions, as of now it is impossible to predict their effect.

6.9 We are not authorized or regulated by any financial authority and do not give any financial, tax, employment, legal, or investment advice. We shall not be or be deemed to be, your financial advisor and you understand that any decisions made are your sole and exclusive risk.

6.10 Crypto asset trading and holding is a high-risky engagement and you confirm that you are aware of and acknowledge this and act at your own discretion considering and estimating, without limitation, your personal skills, market conditions, and your financial state. Neither we nor our relative third parties shall be held liable in that regard for any of your activities outcomes resulting from your use of our service. Crypto asset is not a legal tender, may not be backed by physical assets or guaranteed by a government, some of them may not circulate freely or widely, loss or stolen crypto assets generally will not be reversible, and you understand it all. You also understand and take a risk of crypto assets unpredicted very high volatility within short period of time, and that the value of a crypto asset may be completely and permanently lost if the market for this crypto asset disappears, inability to sell crypto asset because of lack of liquidity or restrictions / control of governmental authorities.

6.11 You acknowledge and agree that the relationship between you and us set forth in Agreement or connected with it do not create any fiduciary, trustee or equivalent duties on our part in your favor, there are no duties that would oblige us to take more responsibilities than those set out in Agreement. Agreement does not create any kind of partnership, joint venture, advisor, agency or trustee relationship or any similar relationship between you and us.

6.12 You understand that, if a transaction is made in any crypto asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, some restrictions, deductions could be imposed by governmental authorities related to exchange controls, moratoriums or other actions imposed. Given this, before entering into Exchange you should satisfy yourself about any relevant rules or laws.

6.13 You understand and acknowledge that we are not responsible for the work of External P2P Platforms, neither wholly nor in part.

6.14 It is solely each party's responsibility to determine whether and to what extent any taxes apply to any Exchange. We do not perform the role of tax agent and are not required to, and will not, decide if and to what extent taxes apply, or calculate, withhold, report, or remit any taxes arising from any of your payments/ transfers under the executed Exchange.

6.15 By entering into Exchange with us, you hereby consent to our disclaimers contained in Terms.

7. Limitation of Liability

7.1 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:

(a) your use of our Website or any linked website, content, services (together, the linked services) (including interference with or damage

to your computer or mobile devices arising in connection with any such use);

(b) our Website being interrupted or unavailable;

(c) errors or omissions from our Website;

(d) any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of;

(e) viruses, malicious codes or other forms of interference effecting our Website or any linked services;

(f) your use of or reliance on information contained on or accessed through our Website or any linked services, which information may be incorrect, incomplete, inadequate or outdated;

(g) unauthorised access to or use of, our servers and/or any information stored on them;

(h) any failure or omission on our part to comply with our obligations as set out in these Website Terms;

(i) loss or corruption of any data, database or software.

7.2 We will not be held liable to you in respect of any losses in connection with our Website, Agreement, Exchanges, arising out of force majeure event. You will not be held liable to us in respect of any losses in connection with Agreement, arising out of force majeure event.

8. Market misconduct

8.1 We emphasize that Market Misconduct is strictly prohibited and

can lead to severe consequences for Persons committing it. We state and guarantee that we do not commit Market Misconduct and carry our business only in line with high ethical standards and take appropriate measures against the threat of Market Misconduct.

8.2 You and we shall not engage in Market Misconduct.

8.3 We could refuse, cancel Exchange execution if we believe that its execution could result in a breach of any applicable law or involves Market Misconduct or if Exchange execution is prohibited by sanctions list, AML and CTF Requirements etc. or could result in a fraudulent transaction.

9. Specific Warnings

9.1 You must take your own precautions to ensure that the process which you employ for accessing our Website does not expose you to the risk of viruses, malicious computer code or other forms of interference emanating from our Website which may damage your own computer system.

9.2 You agree that you will not rely on any information contained on our Website or the availability of such information and that any decision you make in relation to our Website will be as a result of your own independent assessment of such information.

9.3 Even though we intend on providing accurate information on our Website, we cannot guarantee that the information on our Website is accurate, complete or updated, or free from technical inaccuracies or typographical errors. In an effort to continue providing you with complete and accurate information to the extent possible, the information on our Website may change or be updated from time to time without advance notice.

10. Copyright

10.1 The content of our Website (including its “look and feel”, text, graphics, images, logos, icons, photographs, editorial content, sound recordings, software and other material) is owned by us or licensed to us by third parties and protected under applicable laws.

10.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth), *Copyright and Neighbouring Rights Act* of Poland, and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Website Terms or in writing by us, you may not in any form or by any means:

(a) copy, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of our Website; or

(b) commercialise any information, services obtained from any part of our Website; or

(c) alter, maintain, enhance or otherwise modify our Website; or

(d) disassemble, decompile, reverse-engineer, bug fix, correct, update, transfer, broadcast or create derivative works based on our Website.

10.3 All rights not expressly granted under these Website Terms are expressly reserved.

10.4 Subject to the terms and conditions in these Website Terms, we grant you a limited, royal-free, non-transferable licence to access our Website and view and use the content.

11. Restricted Use, Restricted Countries and Activities

11.1 Our Website is provided for your personal, non-commercial use only.

11.2 You warrant to us and agree that you are 18 years of age or over and have full legal capacity to access our Website under the laws of Poland or the laws of the jurisdiction in which you reside.

11.3 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, commercially exploit, create derivative works from, transfer, or sell any content, software, services contained within or derived from our Website without our prior written approval.

11.4 We follow the rules of national and international sanctions. We do not enter into Exchange with, provide services to Persons of sanctioned countries according to the up-to-date lists of the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the United Nations (UN), the EU etc. The list of countries is subject to change.

11.5 Users of our Website, our services are strictly prohibited from engaging in the following actions, including those prohibited by other provisions of Terms:

(a) in any way that are related to money laundering, drug trafficking, terrorist activities, fraudulent activities, criminal activities, Market Misconduct or any other illegal activities;

(b) any of the business activities detailed in our list of activities that fall outside of our risk appetite and we do not serve as per our internal AML and CTF Policy;

(c) actions that will or may violate the copyright, privacy, property, and other rights or interests of other users of our Website, third parties;

(d) that in any manner damage or may damage our good name and repute;

(e) that may interrupt the operation of our Website, including but not limited to the security and safety features;

(f) which are harmful, unlawful, illegal, abusive, or in breach of Agreement and any applicable law.

12. Security of Information

12.1 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.

12.2 Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

13. Governing Law

These Website Terms are governed by the Law of Poland in force and you agree to submit to the exclusive jurisdiction of the courts of Poland in respect of any dispute arising from these Website Terms.

14. Confidentiality

14.1 The Receiving Party will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. We are entitled to disclose the Confidential Information to our employees, officers, owners, contractors, advisors, affiliates, consultants, vendors, partners, auditors and other third parties (the **“Engaged Entities”**) only

(a) if it is required for services providing, fulfillment of internal procedures of either party related to such business relations, legal requirements, and

(b) in the scope based on a need-to-know basis; and

(c) if we procure that the Engaged Entities have an obligation and technical, other capability to protect the Confidential Information with the same or better care as / than set forth in Terms.

14.2 The disclosure of the Confidential Information is allowed without the consent if such disclosure is authorized under the law, legally binding judicial or governmental order/proceeding, provided, that the Receiving Party give the Disclosing Party prompt notice of such disclosure prior to disclosure, cooperate with the Disclosing Party in the event that the Disclosing Party elects to contest such disclosure or seek a protective order with respect thereto.

15. AML and CFT Requirements

We must comply with AML and CTF Requirements and take appropriate measures to prevent money laundering and terrorism financing activities. Upon our request you shall provide us with

information and documents reasonably required by us from time to time.

16. Miscellaneous

16.1 If any provision of these Website Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these Website Terms but the legality, validity and enforceability of all other provisions of these Website Terms will not be affected.

16.2 Except as provided herein, the failure to exercise a right or to require the performance of an obligation under Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

16.3 Without prior notice or your approval, we may transfer, subcontract, or otherwise deal with your rights and obligations under Agreement. You may not assign, subcontract, or otherwise deal with your rights and obligations under Agreement.

16.4 Agreement does not create or confer any rights or benefits enforceable by any third party, save for assignees, permitted successors.