

Terms and Conditions

This Terms and Conditions ("Agreement") is a contract between you ("You", "User") and Exchange Point, which is owned and operated by Waypoint Ventures OÜ, an Estonian company with registration number 14421900, License Number FVT000275 for providing services of exchanging a virtual currency against a fiat currency and for providing a virtual currency wallet service, with registered address: Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 8-46, 10151, Estonia. ("Exchangepoint", "we" or " Our ") and is applied in case of use of:

- (A) The website Exchangepoint is at <https://exchangepoint.io> and any associated-hosted site or mobile applications are collective " Exchangepoint Website";
- (B) Any of the services offered by Exchangepoint (together with Exchangepoint website, "Exchangepoint Services").

By registering an account on the Exchangepoint Website or using any of Exchangepoint Services, you agree that you have read, understood and accepted all terms and conditions contained in this Agreement and all the relevant policies such as the Privacy Policy, AML policy and Cookie Policy.

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.

This Agreement sets forth the entire understanding and agreement between the user and Exchangepoint 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 Exchangepoint. If after reading this you are still unsure, entirely agree with something or have any questions, please do not hesitate to contact support@exchangepoint.io.

Acceptance of Terms and Conditions of Use

By using and registering the website (<https://exchangepoint.io>), you accept the terms and conditions of use listed below; being necessary to read them carefully.

Exchangepoint is a limited liability company. The service offered by Exchangepoint allows users to buy or sell currency / cryptocurrencies via the Internet.

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 retrieve them back or reverse the transaction.

For your consideration and full awareness, the crypto market and Cryptocoins are very volatile and prone to bubbles and rapid price changes. The market price changes over time, so your cryptocurrencies may be subject to these rapid changes in the market and worth much less or more in the future. In fact, the cryptocurrencies may even become completely worthless.

Cryptocoins are not supported by any entity.

Not Exchangepoint nor anyone else has the obligation to buy back your cryptocurrencies or to change your fiat money 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.

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, log in to your account. Once you agree to these terms and conditions, Exchangepoint offers you a personal non-exclusive, nontransferable, limited right to access and use our site and our service.

Exchangepoint will not be held liable for any money/currency loss by changes in the cryptocurrency market, blockchain technical issues, natural disaster, Exchangepoint's service providers and other third parties.

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 (Banks, Acquirers, Cards company, etc.). Until Execution, any order by you shall be considered as pending and not completed, and shall not be binding on us whatsoever.

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 5% for a client's purchase of a Digital Currency (buy) and a 5% exchange fee for a client's sale of a Digital Currency (sell). 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 execute your order, we will refund the money minus \$50 transfer fee. In any case were the transaction was processed through a credit/debit card no withdrawal fee will be charged.

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.

Our customer service will not provide any help with the buying and/ or selling and/ or exchanging crypto currencies.

Exchangepoint is not liable for any mistake made in terms of your wallet string, in the event of an error/mistake we will not be able to retrieve your Bitcoins.

If you do not accept these terms and conditions stipulated in this Agreement, please do not access this site (<https://exchangepoint.io/>) Exchangepoint Website or use the service.

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 Cryptocurrency transactions.

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.

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.

Privacy Policy

Check our Privacy Policy on our website under “Privacy Policy”.

Services offered

Exchangepoint through the online platform <https://exchangepoint.io/> allows users to sell or buy cryptocurrency;

The exchange rate will be set by Exchangepoint at the moment when the amount transferred by the user arrives Exchangepoint’s bank accounts.

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, Exchangepoint 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 Exchangepoint bank accounts. The trade is completed in Exchangepoint work program (Monday-Friday, except for official non-working days).

There may be situations where, due to high volatility, the customer will incur a recalculation of the purchase price when Exchangepoint has the possibility to buy and deliver the cryptocurrency to the customer.

Starting a trade (purchase/buy) without transferring the funds, can lead to the cancellation of the account with Exchangepoint.

We do not accept cash deposits at the bank. The client will make the transfer only from another bank account to Exchangepoint’s listed bank account for a particular currency.

The approval times for transactions may vary from a few minutes to up to five (working) days, depending on the availability of the client’s funds to Exchangepoint, 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.

Cryptocoins purchased cannot be sent back without a confirmation from our side;

Registration

You may open only one account on Exchangepoint platform. If you try to open more than one account, such an additional account may be suspended or closed, at our discretion. To use any of the services Exchangepoint, you must register first by providing an email address and password. Upon successful completion of the registration process, Exchangepoint will determine your Exchangepoint account.

To open an account with Exchangepoint, the client must add to his registration a valid proof of identification (ID, passport) and also a valid proof of address (bill, invoice not older than 3 months that has the client's name on it).

Exchangepoint may, at its sole discretion, refuse to allow someone to establish an account with Exchangepoint. 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 cryptocurrency in local currency authorized by Exchangepoint, directly or through third parties, Exchangepoint 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 the user to benefit from the services provided by Exchangepoint.

Exchangepoint may seek you to answer any questions or take measures to verify your identity; thus, respecting the relevant laws. By transmitting sensitive information which may be required, please make sure the information is accurate and authentic and that you agree to inform Exchangepoint if you change any basic information requested. 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.

We reserve the right to keep your Registration Information account after you close the account for regulatory purposes and compliance with business rules.

Password security and keeping current contact information

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 Exchangepoint. Any loss or compromise of the above information and/or personal information can result in unauthorized access to your account online with Exchangepoint by third parties. You are responsible for keeping up to date your email address in your account to receive any notifications or alerts that we send. Exchangepoint 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 Exchangepoint as soon as possible.

Exchangepoint 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. If in doubt about the authenticity of a communication from Exchangepoint, you need to connect with your account, through the site Exchangepoint (<https://exchangepoint.io>), not clicking on links contained in emails.

Suspension and closing of the account

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 Exchangepoint reasonably suspects you to be using your Exchangepoint account in order to promote illegal activities; but not limited to; or opening multiple accounts Exchangepoint or abuse of promotions that Exchangepoint can provide from time to time, your account may be suspended.

If you have unsettled transactions in an account that has been suspended or closed, you will be able to recover these funds, unless prohibited by law or court order.

Exchangepoint, 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.

We reserve the right to require the provision of further identifying information before processing such agreements and to delay or prohibit these agreements, if Exchangepoint considers that there were fraudulent or illegal activities. If you are unable to connect to your account, you should contact assistance services to process such agreements.

You may terminate this Agreement at any time by discontinuing use of the Services offered by Exchangepoint. Upon termination of this Agreement and suspend of your account, you remain liable for all transactions made while the account was opened.

Dormancy of account

Exchange Point may consider an Account to be dormant if no transactions are performed by the Customer for 12 (twelve) continuous months or for any other period of time determined by Exchange Point at its absolute discretion, but in any case, not less than 12 (twelve) consecutive months.

Exchange Point may close a dormant Account at any time, if the account balance is 0, giving notification to the Customer.

Exchange Point may impose special fees on dormant Accounts at its absolute discretion. Fee for dormant account maintenance amounts to 10 euros per month.

The right to suspend or delay transactions and settlements

Exchangepoint reserves the right to refuse to process or cancel any transaction or cryptocurrency being connected to your local currency at Exchangepoint or any services, as required by law or in response to a subpoena, a court order or another binding. Exchangepoint cannot reverse a settlement of a cryptocurrency which was communicated and confirmed by a special cryptocurrency network. Exchangepoint reserves the right to refuse a process or cancel it on any purchases or sales of cryptocurrency or transfers, at its sole discretion. If Exchangepoint 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

- Exchangepoint suspects that the transaction relates to a restricted activity.

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. 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.

If a technical problem is causing system errors, interruptions of function or account, Exchangepoint may temporarily suspend online access to your account until the problem is solved.

Exchangepoint 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 Exchangepoint. Payment is made to a bank account that belongs to the client. Exchangepoint 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. Exchangepoint shall not be liable for these delays, having no control over these possible events.

Exchangepoint reserves the rights to authorize transactions and capture/settle the amount only after the product will be delivered.

Withdrawing from a transaction

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

Taxes

It is your sole responsibility to determine whether and to what extent any charges apply to cryptocurrency transactions, conducted through Exchangepoint; and to withhold, collect, report and remit taxes to the correct values to the appropriate tax authorities.

Restriction of usage

You may view, print and/or download a copy of these materials from the website <https://exchangepoint.io/terms-and-conditions> to one computer, only for personal, informational, non-commercial use, with the conditions that copyright and other legal provisions be kept intact.

The trademarks, service mark sites, Exchangepoint logos, and other problems of this type, used on this site are associated to " Exchangepoint " as its property and its owners. The software, text, images, data, prices, charts, diagrams, video, and audio materials on this site belong exclusively to Exchangepoint.

It is strictly forbidden to copy, reproduce, modify, re publish, exhibition, transmission of any part of the site <https://exchangepoint.io>; 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.

Issues regarding the end of the collaboration

You may terminate this agreement with Exchangepoint and to close your account at any time after resolving transactions in standby. Moreover, you agree that Exchangepoint 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 Exchangepoint'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;

Email

Emails sent on the Internet are not secure and Exchangepoint 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.

Limitation of liability

To the extent permitted by law, Exchangepoint is 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 can not be limited or excluded by law.

Dispute Policy

Disputes arising during the implementation of this Agreement shall be settled through friendly negotiation between the Parties, or mediated by the arbitration institution appointed by both parties. If negotiation or mediation fails, both Parties agree that it shall be subject to the litigation in the exclusive jurisdiction of the Estonian Courts. Both parties agree that such action (mediation and/or negotiation) is entirely voluntary and does not impact the consumer's right to take the matter straight to court or take any other permissible legal action.

Complaints Policy

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 Exchangepoint. 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 Exchangepoint for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

Exchangepoint 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 Exchangepoint 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. Maximum time limit for resolving complaints is 72 hours. 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.

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.

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.

Clients` assets holding

At Exchangepoint, we prioritize the security and protection of our clients' assets. Exchangepoint does not hold or store clients' funds. Instead, crypto-assets are promptly transferred to clients' personal wallets provided to us upon completion of transactions. This ensures that clients maintain full control and ownership of their assets at all times.

Refund Policy

Waypoint Ventures OÜ, an Estonian company with registration number 14421900, License Number FVT000275 for providing services of exchanging a virtual currency against a fiat currency and for providing a virtual currency wallet service, with registered address: Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 8, 10151, Estonia. ("We", "our").

In rare circumstances, Waypoint Ventures 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. Your funds may, at Waypoint Ventures 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.

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 Waypoint Ventures OÜ. In such case, Waypoint Ventures 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, Waypoint Ventures OÜ shall be entitled to cease the refund process until you take appropriate measures, as requested.

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. 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 Waypoint Ventures 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).

Notwithstanding the above, Waypoint Ventures 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.

Refund 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 Waypoint Ventures OÜ with any information and/or documentation required in order to process the refund.

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@exchangepoint.io