

TERMS OF SERVICE

Last Updated 18th May, 2020

1. GENERAL PROVISIONS

These Terms of Service (“**Terms**”) apply to the access and use of the virtual currency exchange service as well as other ancillary services (“**Services**”) provided by Guardarian OÜ available via the webpage www.guardarian.com or mobile application (“**Website**”). These Terms constitute an agreement between the customer (“**You**” or “**your**”) and Guardarian OÜ (registry code: 14320990; address: Viru väljak 2, Kesklinna linnaosa, Tallinn, Harju maakond, 10111) (“**Guardarian**”, “**us**” or “**our**”). Guardarian has obtained the license to provide virtual currency services which is issued by the respective Estonian authority. License’s number is FVR000109.

The Terms enter into force after your acceptance and become legally binding for You.

Please be aware that Guardarian may revise these Terms from time to time. Therefore, the Terms may be changed or amended. Any changes or amendments will be published in advance for a reasonable period of time on the Website. You might be notified about the updates of the Terms. The effective date which is at the top of the Terms informs you about the latest version of the Terms. Guardarian advise you to revisit this page from time to time to make sure you are familiar with the current version of the Terms. By continuing to access and use the Website or the Services after Guardarian has posted changes on the Website, or after notifying you via any electronic means, you are agreeing to accept the updated Terms. If you do not agree to any updated Terms, you must stop using the Website and the Services.

2. ACCOUNT REGISTRATION. ELIGIBILITY CRITERIA

You may need to register for an account to access some or all of our Services (“**Account**”). The creation and use of your Account are subject to identifications and verifications, as required by statutory and regulatory obligations incumbent on Guardarian. You agree to provide us with the information upon our request for the purposes of identity verification, compliance with know-your-customer requirements, as well as prevention of money laundering, terrorism financing, fraud or any other financial crime.

You agree to have only one Account and to be the only beneficial owner of this Account. You shall not create multiple accounts or act on behalf of a third party.

To register the Account, You confirm that:

- (i) You are at least 18 (eighteen) years old and have full legal capacity;
- (ii) You are not a resident of a high-risk or sanctioned jurisdictions according to the EU legislation and FATF lists;
- (iii) You are not sanctioned by the EU, UN or USA respective authorities

(iv) You are not from China, Vietnam, Bolivia, Colombia, Ecuador, Algeria, Bangladesh, Indonesia, Jordan, Kyrgyzstan, Morocco, Nepal, Saudi Arabia, Iran, Pakistan, Taiwan, Cambodia;

(v) You are not from the following states of the United States, such as: Alabama (AL), Alaska (AK), New Mexico (NM), Hawaii (HI), Nevada (NV), Washington (WA), Vermont (VT).

You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be illegal or otherwise violate any applicable law. You represent and warrant that You are not a citizen or resident of any such jurisdiction and that You will not use any Services while located in any such jurisdiction. You also may not use the Services if You are located in, or a citizen or resident of, any other jurisdiction where Guardarian has determined, at its discretion, to prohibit the use of the Services. Guardarian may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if Guardarian's methods to prevent the use of the Services are not effective or can be bypassed.

You confirm that You have provided true and accurate data about yourself during the account registration or during the usage of the Services. You shall update the information if the submitted information is not accurate anymore. You shall bear any losses that occur due to submission of invalid data.

As long as You agree to and comply with the present Terms, Guardarian grants You a personal, non-exclusive, non-transferable, non-sub licensable and limited right to enter and use the Website and the Services.

You agree that Guardarian has the right to require information which help Guardarian to identify and verify You.

Guardarian has a right to suspend your usage of the website in case you fail to submit the requested information or submitted information is considered to be inaccurate or incomplete.

3. SERVICE

Guardarian provides the Services of exchanging virtual currency against fiat currency. You are able to purchase virtual currency for EUR and USD.

You can purchase virtual currency with a debit/credit card. You can opt to have multiple cards, but each card will have a unique account number and customer identification.

You shall have your own wallet for virtual or fiat currency. Guardarian does not provide You with any custodian services for virtual or fiat currency.

Your transactions to buy or sell virtual currency may be subject to limits due to security and legal requirements. You should ensure that your limits are sufficient to cover any transaction you intend to make as well as any applicable fees.

Your trading limits will depend on the Account verification level. Verification process, according to law, is conducted for security reasons and for complying with the AML Policy.

You agree that Guardarian is not responsible for any errors committed by your acts and/or omissions in connection with any transaction initiated via the Services.

You agree that transactions You have initiated using the Services may not be reversed or cancelled by You once submitted to or accepted by Guardarian.

The minimum allowed purchase in the exchange is 50 EUR.

The maximum allowed purchase in the exchange is 20 000 EUR.

4. PRICE

Guardarian shall have the right to adjust its prices.

Due to the exchange rate difference, the difference in the time of the transaction, as well as other circumstances affecting the course, the size of the real price may be different from the stated.

5. RIGHT OF WITHDRAWAL

You explicitly give up your 14-day right of withdrawal, from which consumers benefit according to the Law of Obligations Act of Estonia in order to allow Guardarian to transfer virtual currency or any other cryptographic blockchain-based digital information units (as digital content not stored on a physical data carrier) before the right of withdrawal expires.

6. DATA PROTECTION

Privacy is very important to us. Full details of our Privacy Policy can be found at [Privacy Policy](#). Guardarian recommends You to read the Privacy Policy carefully, so that You know the data that Guardarian collects, uses and who Guardarian shares your data with.

7. THIRD-PARTY CONTENT

Guardarian may provide information about third-party products, services, activities or events, or may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). Guardarian provides Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. Guardarian does not control or endorse, and makes no representations or warranties regarding any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

8. ANTI-MONEY LAUNDERING (AML). KNOW YOUR CUSTOMER (KYC) POLICIES

In order to let You use the Services, Guardarian must identify and verify your identity. To create, maintain or upgrade your Account, You will be required to provide Guardarian with all the necessary and requested information.

The reasons why Guardarian needs to verify You can be found at our AML Policy.

9. LIMITED RIGHT OF USE. INTELLECTUAL PROPERTY.

Unless otherwise specified, all materials on this Website are the property of Guardarian and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the materials from this Website on any single computer solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices.

The trademarks, service marks and logos of Guardarian and others used in this Website (“**Trademarks**”) are the property of Guardarian and their respective owners. The Trademarks and other materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated.

When accessing the Service, You shall not: (i) negatively interfere with other customers; (ii) damage, disable or in any way disrupt the Website or the Services; (iii) conduct, pay for, support or in any way be involved in any illegal activities, including but not limited to money laundering, terrorist financing, fraud, illegal gambling, illegal weapons sale and drug trafficking; (iv) use any automated means or interface to access Services or to extract data; (v) use another customer’s account; (vi) provide false or misleading information to us.

10. RISK WARNING

Trading and investing in virtual currencies involve substantial risk of loss and is not suitable for all types of investors. Please make sure you are investing mindfully after understanding the nature, complexity and risks inherent in the trading of virtual currency. You should not purchase virtual currency unless you understand the extent of your exposure to potential loss. Please make sure you are not risking funds You cannot afford to lose. In no event shall Guardarian will be liable to any loss or damage of any kind incurred as a result of the use of this Website or the Services.

11. LIMITATION OF LIABILITIES. INDEMNITIES

To the extent permitted by law, Guardarian shall not be liable for any damages, losses of profit, usage or data, loss of business, loss of business, failure to use the Services,

customers misunderstanding of Services or any other loss originated from negligence or fraud or otherwise arising out of or connected to the Services or these Terms.

You shall indemnify and hold harmless Guardarian, its affiliates, contractors, licensors and respective shareholders, members, directors, officers, employees, attorneys, agents and suppliers from any claim, damage, lawsuit, tort, cost or expenses.

The Service is provided on an “as is” and “as available” basis without any warranty or representation expressed or implied. Guardarian does not make any representations or give warranties that the access to the Website, use of the Service, functionality of Account will be continuous, uninterrupted, timely or error-free.

You understand and agree that Guardarian shall not be liable in connection with any force majeure event, including labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, strikes, acts or orders of government authority, acts of terrorism or war, technological change, changes in interest rates or virtual currencies or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

12. TAXES. COMPLIANCE WITH LOCAL REGULATIONS

It is your responsibility to comply with local laws in respect to the legal usage of the Services and the regulatory qualification of virtual currencies in your jurisdiction.

You are responsible for determining what taxes apply and in which measure to the authorised use of the Services. You should report and remit the correct taxes to the appropriate tax authority. Guardarian is not responsible for determining your tax obligations.

13. MISCELLANEOUS

If Guardarian is unable to perform the Services outlined in the Terms due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, Guardarian shall not be liable for the Services provided under these Terms during the time period coincident with the event.

These Terms set forth the entire understanding between Guardarian and You with respect to the Service. You agree to rely only on the Terms alone. These Terms supersede any previous statements made by Guardarian.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

No failure of Guardarian to exercise any right, power or privilege under these Terms is deemed to be a waiver thereof, nor any partial exercise of a right, power or privilege should preclude the exercise of the entire or other right, power or privilege.

You may not assign any of the rights conferred to You under these Terms without prior written consent from Guardarian. Guardarian may assign any right or obligation under these Terms without any notice to or consent from You.

These Terms are provided in English. Any translation has the sole purpose of being convenient for You. In case of any inconsistency, contradiction or doubt, the English version of these Terms shall prevail.

14. JURISDICTION

The Terms shall be governed and construed in accordance with the law of Estonia. You hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of Estonia.

15. TERMINATION AND SUSPENSION

You may terminate the agreement with Guardarian at any time on the basis provided by law.

You agree that Guardarian may terminate the agreement with You and suspend or cancel your Account in case of, but not limited to, (i) non-conformity to the requirements from these Terms, (ii) a requirement from any applicable law to which Guardarian is subject in any jurisdiction, (iii) an order from a court or other governmental authority (iv) unusual, unauthorised or fraudulent activity in your Account (v) false, misleading, inaccurate, incomplete or outdated information (vi) any other reasons that Guardarian deems relevant for termination of the Terms between You and Guardarian and suspension or cancellation of your Account.

Guardarian shall have the right to file claims against You or your legal representative for a compensation. Upon termination, suspension or cancellation on the basis of the previous clauses, You will be denied access to the Services temporary or permanently.

16. CONTACT

If You have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Website and the Service, your Account or any other matter, please contact support@guardarian.com.