

**TERMS AND CONDITIONS**  
**of using cryptocurrency trade platform [www.CryptoPVP.com](http://www.CryptoPVP.com)**

**§ 1 General provisions**

1. These terms and conditions (hereinafter referred to as the „Terms and conditions“) define rules of providing services by TRADEPVP LIMITED with its registered seat in London (hereinafter referred to as the „Service Provider“), address: 7 Bell Yard, London WC2A 2JR, United Kingdom, entered into the Register of Companies for England and Wales under registration number: 11795889 which consist of sharing and operating platform which enables the Users to trade cryptocurrencies (hereinafter referred to as the „Platform“) at [www.CryptoPVP.com](http://www.CryptoPVP.com) (hereinafter referred to as the „Website“), as well as the rules of using the Platform by the Users.
2. The Platform enables purchasing and selling cryptocurrencies in exchanges attached to the User's Account. Funds obtained from purchased and sold cryptocurrencies are stored on the exchange where the User carried out that transaction. The Platform also provides the Users with access to current balance in all exchanges attached to User's Account.
3. The Service Provider informs that the cryptocurrency is a digital equivalent of a financial value, which is not:
  - a) legal tender emitted by National Bank of Poland, foreign central banks or other public authority,
  - b) international accounting unit,
  - c) electronic money within the meaning of the Act of August 19, 2011 on payment services,
  - d) financial instrument within the meaning of the Act of July 29, 2005 on trading financial instruments,
  - e) promissory note or a cheque.
4. Services indicated above in Point 1 can be provided only to individuals hereinafter referred to as „Users“, i.e. natural persons with full legal capacity for acts in law (i.e. natural persons who are over 18 years old, who were not deprived of the legal capacity).

**§ 2 Technical requirements and conditions of using Service**

1. For the proper use of the Platform, the User shall use the device with access to Internet which support web browser (such as Mozilla, Opera, Chrome etc.) and activate the support Java Script and Cookies in his or her browser. The Service Provider informs that using devices and settings different than above-mentioned may cause improper functioning of the Platform.
2. The User is solely liable for ensuring technical compliance with the device used by the User and the Platform.
3. In case of updating Platform due to technological changes of providing services, the Service Provider will inform the User about that fact by sending an e-mail sent at User's address indicated during the registration or by informing Users with a notification placed in a visible place of the Website.
4. Service Provider reserves the right to suspend and to switch off particular functions of the Platform due to necessity of maintenance of the Platform, technical overview or technical base development, if it is required to the stability of the Platform. Service Provider will use best efforts to inform Users about the necessity of the above-mentioned works in sufficient advance and the exact time of the technical break.
5. Service Provider does not guarantee that offers for purchase and sale of the cryptocurrencies in the exchange displayed in the browser used by the User reflects its real value. Display of the most recent exchange rate and value of the offers on purchase or sale of cryptocurrencies depends i.a. on the speed of the Internet and version of the browser.

**§ 3 User's rights and obligations**

1. Every User is entitled to cease using the Platform at any time.

2. The User is obliged to protect his or her passwords, e-mail accounts and data required to log in the Platform, in particular not to share these data to third parties.
3. The User while using the Service is obliged to refrain from any unlawful conducts, in particular:
  - a) using Service indirectly or directly for the purpose contrary to generally applicable law, these Terms and Conditions, good customs or common rules of lawful use of the Internet;
  - b) providing data which distort or overload the system used by the Service Provider in which the Platform is provided or which have direct or indirect influence on the quality of the provision of Service;
  - c) infringing in other manner generally applicable law, Terms and Conditions, Service Provider's or third parties' personal interests, good customs, or common rules of lawful use of the Internet;
  - d) providing incorrect, non-existent or third person's personal data as User's correct personal data;
  - e) publishing contents inciting to racial, ethnic, religious hatred, praising fascism, Nazism, communism or other totalitarian ideology, propagating violence, offending religious sensitivities, containing pornography or causing reasonable moral or ideological controversies;
  - f) undertaking activities that may harm hardware and software resources of the Service Provider;
  - g) interfering or preventing other Users from using the Service.
4. Service Provider may permanently or temporarily cease providing Service to the User in case of infringement or reasonable allegation of infringement (temporarily until the clarification) of generally applicable law or these terms and conditions by the User, in particular committing one of the offences indicated in the previous subparagraph.
5. Permanent ceasing of providing Service may cause removal all User's data entered into electronic system in which the Platform is made available, unless:
  - a) otherwise provided by generally applicable law,
  - b) removal of all User's data from electronic system in which the Platform is made available is not possible because of the type of the Service.
6. Temporary ceasing of providing Service will cause restriction in using the Service by the User.
7. Service Provider is entitled to prevent the access to data entered by the User electronic system in which the Platform is made available, in case of:
  - a) receiving official notification about unlawfulness of data stored in the system;
  - b) obtaining credible information about unlawfulness of data stored in the system.
8. In cases indicated above in subparagraphs 4 and 7, Service Provider will notify the User about permanent or temporary ceasing of providing Services. The notification will be send at User's e-mail address or phone number indicated and confirmed during the registration or later changed by the User.
9. In order to correct verification of the User and preventing financial abuse, Service Provider may use open sources available in Internet and analyse metadata.
10. Service Provider obeys European and national law related to preventing money laundry and terrorist financing, in particular directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC; and the directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU. Entering to using the Service by the User is legally equal with acceptance of adequate application of the above-mentioned regulations.
11. In case of receiving from any public authority from EU member or institution set up pursuant to international agreement, which one of the parties is Poland, the demand to provide User's personal data, Service Provider after receiving required documents, will be entitled to provide User's data to the above-mentioned authorities.

#### **§ 4 Terms of conclusion and termination of the Agreement for providing Service**

1. By concluding Agreement for providing Service, Service Provider commits to make available and operate Platform at [www.CryptoPVP.com](http://www.CryptoPVP.com) which enables the User to trade cryptocurrencies and integrate all User's exchange accounts from different exchanges (hereinbefore and hereinafter referred to as the „Service“), and the User instead commits to pay subscription fee for the Service.
2. Detailed terms of charging subscription fee and the amount of the fee are indicated in § 4 subparagraph 14 and 15 of these Terms and Conditions and in the Schedule of Charges enclosed herein as Annex no. 1 to these Terms and Conditions.
3. Provision of Service requires User's registration on Website.
4. Website's registration form requires the User to indicate his or her full name, e-mail address, login and password to the Account.
5. The Agreement for providing Service is concluded at the moment of clicking the box „Register“ during the registration of the Account in the Service (hereinafter referred to as the „Registration of the Account“).
6. Registration of the Account on Website is possible after accepting these Terms and Conditions by clicking the box „Accept“ under the text of these Terms and Conditions.
7. By accepting these Terms and Conditions, the User declares that he or she:
  - a) is aware of the risks resulting from investing in cryptocurrencies and is aware that one of these risks is a possible loss of all invested cash as a result of exchange rate changes;
  - b) is aware that one of the major threats of every Internet user is a possibility of taking over control of User's device or other type disclosure or theft of User's data, that can lead to loss of User's invested assets;
  - c) is aware that the risks indicated above in points a) and b) cannot lead to any claims against the Service Provider.
8. In order to use Service, the User is obliged to provide complete data of his/her debit card as well as private and public API key to, which he or she wants to use through the Platform and then to attach that cryptocurrency exchange to his or her Account. It is impossible to use the Service if the cryptocurrency exchange is not attached to User's Account. After attaching cryptocurrency exchange to User's Account, User can use the exchange personally or by using automatic command script designed by the Service Provider.
9. After completion of the registration, individual account is created for the User (Account). Each User can possess only one Account on the Website.
10. User can attach wallets of particular cryptocurrencies to the Account.
11. User uses the Service by logging to the Platform through website [www.CryptoPVP.com](http://www.CryptoPVP.com).
12. While logging in or changing login or password to the Account, User can use additional security in the form of authorisation code received by the User at his or her telephone number. It is required for the User to download and install on User's device Google Authenticator application to use the above-mentioned security measure.
13. After creation of the Account, User will be given 14-days trial period, in which the User will not be charged with any fees. Cancellation of the subscription before the lapse of the free trial period will not lead to any costs for the User.
14. After the lapse of the free trial period, Service is being provided to the User against payment in the form of monthly subscription fee, charged upfront from the debit card attached to User's account on the first day of settlement period in each month. First day of settlement period in each month is the day following after expiry of 14-days free trial period, and then the first day following after monthly settlement period, i.e. that day of the month, which number corresponds to the number of the first day of the settlement period in the previous settlement period. Monthly subscription period is automatically extended for the next monthly subscription period, unless the User before its expiry terminates the Agreement for providing Service.
15. Agreement for providing Service shall be terminated:
  - a) upon notice given by the User with the effect at the end of the monthly subscription period, in which the terminating notice has been given by the User;

- b) with immediate effect, in case of terminating the Agreement by the User or the Service Provider in circumstances indicated below.
- 16. The User is entitled to terminate the Agreement for providing Service in mode indicated above in Subparagraph 15 Point b) in case of permanent cessation of providing Service by the Service Provider, which means the continuous unavailability of the Platform which lasts for longer than 14 days.
- 17. Service Provider is entitled to terminate the Agreement for providing Service with immediate effect if:
  - a) charging of a subscription fee from debit card attached to User's account is not possible for longer than 7 days from the first day of settlement period;
  - b) the User has indicated personal data that turned out to be untrue, non-existent, misleading or which turned out to belong to another person;
  - c) the User has infringed generally applicable law, including third parties' protection rights, intellectual property rights or personal interests in particular if while using Service, the User has committed crime, misdemeanour or fiscal crime or misdemeanour;
  - d) the User publishes on his or her Account contents which incite to racial, ethnical or denominational hatred, which praise fascism, Nazism, communism or other totalitarian ideology, which propagate violence, offend religious sensitivities, contain pornography or cause reasonable moral or ideological controversies;
  - e) the User links illegal programmes at his or her account;
  - f) the User undertakes activities which threatens the integrity of hardware and software used by the Service Provider;
  - g) the User impedes or prevents other User from using Service;
  - h) the User in other manner violates the provision of these Terms and Conditions, generally applicable law or good manners.
- 18. Termination of the Agreement in case indicated in subparagraph 15 point a) is made by selecting and clicking the box „Cancel subscription” in User's Account.
- 19. Termination of the Agreement in cases indicated in subparagraph 15 point b) and 16 is made by sending electronic notice at:
  - a) Service Provider's e-mail address – [contact@cryptopvp.com](mailto:contact@cryptopvp.com),
  - b) User's e-mail address – subscribed to the Account.
- 20. Termination of the Agreement for providing Service leads to removal of User's account which disables the possibility of logging in User's account. In such case, data given by the User will be removed from the Website, unless provision of generally applicable law allow or oblige Service Provider to store them for the longer period. However, even after termination of Agreement for providing Service, the Service Provider may be obliged to store User's data due to obligations arising from tax and accounting provisions.

## **§ 5 Personal data protection and cookies policy**

Users' personal data are stored on Website and are processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred as the „GDPR”) and the Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA. Particular scope of Users' personal data collected by the Website and cookies used by Website are indicated in Website's privacy policy available [https://cryptopvp.com/CryptoPVP\\_privacy\\_policy](https://cryptopvp.com/CryptoPVP_privacy_policy).

## **§ 6 Liability**

1. The User uses the Service on his or her own risk and is liable for all activities undertaken after logging in using login and password.
2. Service Provider is liable to the User for non-performance or improper performance of the Service in scope indicated in Terms and Conditions, unless the non-performance or improper performance of the Service is due to circumstances for which the Service Provider is not liable. In particular, Service Provider is not liable if the non-performance or improper performance of the Service is due to:
  - a) Platform's, server's facilities', automatic command script's indicated in § 4 subparagraph 8 of these Terms and Conditions or any cryptocurrency's exchange's attached to User's Account defect, if it results from reasons beyond Service Provider's control such as sudden defect not caused by the Service Provider or external hacking attack on one of the above-mentioned facilities,
  - b) another circumstance which can be classified as force majeure, i.e. unpredictable external occurrence of climatic, political, economic or any other background which prevents Service Provider from proper provision of the Service to the User (hereinafter referred to as the „Force majeure“),
  - c) improper use of the Platform by the User, in particular in a manner contrary to generally applicable law, Terms and Conditions or principles of community life and established custom,
  - d) provision of incorrect or out-of-date contact data by the User, as well as User's failure to answer on attempts to contact taken by the Service Provider at contact data given by the User,
  - e) provision of incorrect or out-of-date personal data by the User,
  - f) making login or password to User's Account available to third parties, including transactions made from User's Account, if they have been ordered or made when User has been properly logged in his or her Account,
  - g) permanent or temporary blocking of User's access to Account or Service, related to interruptions in electronic, telecommunication, banking or payment services, supplied to the User by independent providers or due to circumstances indicated in § 3 of Terms and Conditions,
  - h) temporary blocking of User's access to the Account or Service, related to modernisation, repair or maintenance works or the Force majeure,
  - i) failure to achieve objectives or profits planned by the User,
  - j) non-functioning or improper functioning of cryptocurrency wallet used by the User,
  - k) using Service in a manner unspecified by Website's interface, in particular resulting from the attempts of manual interference in Website's scripts and other Website's parameters,
  - l) differences at cryptocurrency exchange occurred due to blocking of a particular transaction or entire User's Account, if the blocking was made in accordance with Terms and Conditions or on demand of public authorities,
  - m) technical limitations of the device, system or any other element of infrastructure used by the User, which disable the possibility of using the Platform.
3. Notwithstanding the circumstances indicated above which exculpate Service Provider's liability to the User, Service Provider's liability resulting non-performance or improper performance of the Service to the User who is not the consumer in the meaning of Article 22<sup>1</sup> of the Civil Code of April 23, 1964 (hereinafter referred to as the „Consumer“) is limited to the sum of 3 monthly subscription fees indicated in the Table of Fees which is Annex no. 1 to this Terms and Conditions.

## **§ 7 Intellectual property**

1. Service Provider holds intellectual property rights to works, solutions and trademarks used in the Platform and the Website.
2. Works solutions and trademarks used in the Platform and the Website which are made available to Users in order to proper provision of Service, are protected by the provisions of generally applicable law, in particular by the copyright protection guaranteed by Copyright and

Neighbouring Rights Act of February 4, 1994 and Act on Industrial Property Rights of June 30, 2000.

### **§ 8 Complaint proceedings**

1. When the User expresses dissatisfaction with the quality of Services provided by the Service Provider or finds the manner of their provision contrary to these Terms and Conditions, the User is entitled to file a complaint in a manner expressed below (hereinafter referred to as the "Complaint").
2. Complaint can be filed in a document-like form by sending it electronically at e-mail address: [contact@cryptopvp.com](mailto:contact@cryptopvp.com).
3. Complaint has to include:
  - a) name (login) of the User;
  - b) subject of the Complaint and the circumstances justifying the Complaint;
  - c) manner of disposal of the Complaint expected by the User.
4. Complaints will be handled in order of their receipt, but no later than within 14 (fourteen) days from their receipt by the Service Provider. If the Complaint does not contain information necessary to consider it, Service Provider will ask the User to complement it in necessary scope and the period of 14 days starts running from the day of the receipt of the complemented Complaint. In justified cases, Service Provider may extend the period of considering the Complaint which only in exceptional cases may be longer than 14 (fourteen) days, about what User has to be notified.
5. User who file a complaint will be informed about the manner of its disposal in a document-like form (via e-mail).
6. User may appeal against the disposal of complaint made by Service Provider within 14 (fourteen) days from receiving the notification indicated in Subparagraph 5 above. Provision of subparagraphs 2,3 and 4 of this Paragraph shall apply accordingly.

### **§ 9 Consumers' right of withdrawal**

1. User who is a Consumer is entitled to withdraw from the Agreement for providing Service within 14 (fourteen) days from its conclusion, under terms and conditions laid down in Article 27 and subsequent of Act on Consumer Rights of May 30, 2014.
2. Consumer can withdraw Agreement for providing Service, using the withdrawal form which is attached to these Terms and Conditions as Annex no. 2 (hereinafter referred to as the „Annex no. 2“).
3. Declaration about the withdrawal from the Agreement shall be filed in the document-like form, i.e. by e-mail at: [contact@cryptopvp.com](mailto:contact@cryptopvp.com). Declaration shall contain all data indicated in Annex no. 2. It is also allowable for the User to manually fulfil the withdrawal form send its scan as attachment to e-mail sent at [contact@cryptopvp.com](mailto:contact@cryptopvp.com). The period for withdrawal shall be deemed to have been observed if User's declaration of withdrawal is sent before its expiry.

### **§ 10 Partnership program**

1. Each User has a possibility to recommend the Platform to other persons via his or her Account. By sending ref-link from the bookmark „Referral“ which enable creation of the Account directly to the person, whom the User wants to recommend to platform.
2. If the person whom the User has recommended the Platform concludes Agreement for providing Service, every first day of User's settlement period User will pay the commission in the amount of 10% of this person's monthly subscription at indicated User's bank account (hereinafter referred to as the „Commission“).

3. Payment of the Commission shall be made until the termination of the Agreement for providing Service concluded between person whom User has recommended the Platform and the Service Provider.

### **§ 11 Amendments of the Terms and Conditions**

1. Service Provider is entitled to amend these Terms and Conditions in case of occurrence of circumstances which justify such amendment.
2. As justified circumstances indicated above are considered:
  - a) economic circumstances compelling Service Provider to amend terms and conditions of providing Service,
  - b) change in the provisions of generally applicable law or introduction of new legislation by public authorities, which impact the provision of Service by the Service Provider;
  - c) court's judgement that may impact Service Provider's and User's obligations determined in the Agreement for providing Service;
  - d) changes of technical requirements of providing Service by the Service Provider, including requirements related technological development,
  - e) changes of conditions of providing services by entities cooperating with Service Provider in providing Service;
  - f) acts of Force majeure,
  - g) organisational and legal transformations of Service Provider, including such which result is not legal succession.
3. Service Provider shall notify Users about the amendment of Terms and Conditions or introduction of a new Terms and Conditions in at least 14-days advance by sending them at their e-mail addresses content of new Terms and Conditions with indicated amendments or a link do website containing new Terms and Conditions with indicated amendments.
4. New Terms and Conditions or amendments of the current Terms and Conditions enter into force after 14 days from the day of its publishing on Website. Each User, in case of no acceptance of the provisions of the new or amended Terms and Conditions, is entitled to terminate the Agreement for providing Service before the expiry of this period.

### **§ 12 Final provisions**

1. The applicable law for the Agreement for providing Service concluded between the User and the Service Provider is the law of Poland.
2. All possible disputes related to Service provided by Service Provider shall be brought before court proper for the capital city of Warsaw. This provision shall not apply to Consumers who shall brought the dispute before the court proper for their domicile.
3. Notwithstanding to the right to exercise claims before the Court, User who is a Consumer is entitled to use out-of-court way of exercising claims available at EU Internet platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.
4. If, at any time, one or more of the provisions of these Terms and Conditions will be for any reason deemed null and void or invalid by the unappealable court judgement or final administrative decision, all remaining provisions of Terms and Conditions remain in force and valid. Null and void or invalid provision mentioned above shall be replaced with provisions which entail most possibly similar legal effects to the replaced provisions.
5. These Terms and Conditions are in force from the day of their publishing at [www.CryptoPVP.com](http://www.CryptoPVP.com), i.e. from June 18, 2019.

### **ANNEX NO. 1**

#### **Table of fees**

**ANNEX NO. 2**

**Withdrawal form**



(This Form has to be fulfilled and sent to Service Provider only if Consumer wishes to withdraw from the Agreement for providing Service)

Addressee: TRADEPVP LIMITED with its registered seat in London, 7 Bell Yard, London WC2A 2JR, United Kingdom, entered into the Register of Companies for England and Wales under registration number: 11795889, e-mail address: contact@cryptovp.com

I hereby inform about my withdrawal from the Agreement for providing Service concluded on \_\_\_\_\_ (date of conclusion).

\_\_\_\_\_ (place for Consumer's full name, e-mail address and login)

\_\_\_\_\_ (place for place and date)