



# USER AGREEMENT

## THANK YOU FOR CHOOSING [xcoinpay.io](https://xcoinpay.io) (the "Site").

This User Agreement is an electronic agreement between you (hereinafter the "User") and Coin X International LLC, a company registered and operating according to the laws of United States, Company number CN: 0600444643, with the registered address (hereinafter the "Coin X International LLC") that applies to your use of this website, all services, products and content provided by Coin X International LLC.

The text of this Agreement permanently located at <https://xcoinpay.io/terms/> contains all the essential conditions of the public offer of Coin X International LLC. By creating an account on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to this Agreement in effect from time to time.

### THE PRESENT OFFER IS CONSIDERED TO HAVE BEEN ACCEPTED PROPERLY IF THE USER FOLLOWS THE STEPS LISTED BELOW:

- GET FAMILIARIZED WITH THE CONDITIONS OF THIS USER AGREEMENT AND ALL ITS SUPPLEMENTS;
- INTRODUCE REAL AND ACTUAL INFORMATION INCLUDING AUTHENTIC LOGIN, EMAIL AND PASSWORD AS WELL AS ENTER THE CAPTCHA CODE INTO THE REGISTRATION FORM IN THE 'REGISTER' TAB LOCATED AT [HTTPS://XCOINPAY.IO/](https://xcoinpay.io/);
- PUT THE REQUIRED SYMBOL IN THE SPECIAL BOX BELOW THE TITLE 'I ACCEPT THE CONDITIONS OF THE AGREEMENT' IN THE REGISTRATION FORM;
- PRESS THE 'CONTINUE' BUTTON AFTER FILLING THE REGISTRATION FORM.
- AFTER THE USER PRESSES THE 'CONTINUE' BUTTON AND SEE APPEARED THE SPECIAL MESSAGE INFORMING ABOUT THE SUCCESSFUL REGISTRATION, THE REGISTRATION PROCESS IS CONSIDERED COMPLETED AND THE CONDITIONS OF THE PRESENT USER AGREEMENT BECOME OBLIGATORY TO ABIDE FOR THE REGISTERED PERSON.

**ATTENTION:** IF YOU DO NOT AGREE WITH THE CONDITIONS OF THIS USER AGREEMENT, PLEASE DO NOT REGISTER ON THE WEB [HTTPS://XCOINPAY.IO/](https://xcoinpay.io/) AND DO NOT USE ITS SERVICE.

Coin X International LLC and the third party using the site in the Internet network located at <https://xcoinpay.io/> have concluded the present Agreement on the following conditions.

## 1. TERMS AND DEFINITIONS

In the present Agreement the following terms have the meaning indicated below, unless otherwise is stipulated:

1.1. Agreement means the present User Agreement.

1.2. Account means functional part of the System that controls User's Funds and operations conducted with them. 1.3. Anti-Money Laundering Policy means program on prevention of laundering of money derived from criminal activity and financing of terrorism, which constitutes an essential part of the Agreement which text is available at <https://xcoinpay.io/en/docs/aml>.

1.3. Chat means the System's function intended for instant messaging between the Users.

1.4. Cryptocurrency means peer-to-peer digital currency that has no central issuer and is distributed directly between the owners of such currency.

1.5. Deal means agreement on onerous alienation of rights on Cryptocurrency concluded between the Users of Coin X International LLC.

1.6. Deposit means a transaction involving a transfer of Funds to the Account.

1.7. Coin X International LLC is a legal entity registered according to the law of US, with the registration number CN: 0600444643 of the 12th of September, 2017, with registered address at including but not limited by employees, officers, directors and shareholders, affiliated persons of Coin X International LLC. Depending on the context Coin X International LLC also may mean services, products, web-sites, content and other materials, provided by Coin X International LLC.

1.8. Exchange Rate means relation between the amount of Funds and the price offered by the User for Deals of exchanging Funds. 1.10. Fees mean rewards payed to Coin X International LLC constantly available at <https://xcoinpay.io/en/docs/fees/>.

1.9. Fiat money means government-issued currency, that is designated as legal tender in its country of issuance on the legislative level.

1.10. Funds means Fiat money and Cryptocurrency used during the execution of Deals.

1.11. Margin Deal means deal executed with the use of the Funds provided by to the Client in returned and refundable use.

1.12. Margin Level means the amount of Funds in the User Account necessary for execution of a Margin Deal expressed in a percentage ratio to the amount of Funds provided to the User.

1.13. Order means User's offer to close a Deal on certain conditions.

1.14. Parties means Coin X International LLC and the User.

1.15. Personal Cabinet means set of protected pages created as a result of the User registration in the System, using which the User can to place Orders for further execution of Deals as well as instruct the Coin X International LLC commissions stipulated by the present Agreement. The Personal Cabinet reflects information about placed and cancelled Orders, closed Deals, available funds and/or Cryptocurrency and other information determined by the functions of the Site.

1.16. Privacy Policy means rules of collection, storage, distribution and protection of personal data that the Coin X International LLC gets from the Users and that is an essential part of the Agreement which text is available at [https://xcoinpay.io/en/docs/privacy\\_policy/](https://xcoinpay.io/en/docs/privacy_policy/).

1.17. Site means set of information, texts, graphic and design elements, pictures, photo, video and other fruits of intellectual activity, as well as set of computer programs contained in the information system which ensures the accessibility of this information at <https://xcoinpay.io>.

1.18. Services mean all and any service provided by Coin X International LLC.

1.19. System means set of software and technical means used by the Coin X International LLC in automatic mode to process operations conducted by the User in his/her Personal Cabinet.

1.20. User means capable under personal law natural person or business entity formatted in the appropriate legal form according to local legislation that use the Site and/or the System and has concluded the corresponding Agreement with Coin X International LLC.

1.21. User Account Data means User Data necessary to access and use the System – login, password, email and other data indicated during the registration process as well as after it.

1.22. Withdrawal means a transaction involving a transfer of Funds from the User's Account.

1.23. Stopout - forced closure of trading position at a market price, in order to protect the financial interests of participants in the Marginal Deal from the negative balance of the Account.

1.24. Leverage is the ratio of the User's own funds to the volume of trading operations that it can perform at the expense of the Funds granted to it under a Loan agreement. The rest of terms and definitions that can be found in the text of the Agreement should be interpreted by the Parties according to the legislation of the US and to the general rules of interpretation of such terms accepted in the Internet network. The titles of different sections (articles) of the Agreement have been put with the only objective to make the text more comfortable for the reader and do not have any literal legal effect.

## 2. SUBJECT OF THE AGREEMENT

2.1. Under the Agreement Coin X International LLC renders to the User the following services:

- grants access to the System in order to carry out Deals;
- grants access to the Account within the System;
- gives the possibility to carry out Margin deals;
- provides information necessary for the use of the System and carrying out Deals.

2.2. Depending on the User's place of residence, the User may not be able to use all the functions of the Site. It is the User's responsibility to follow those rules and laws in his/her place of residence and/or place from which the User accesses this Site.

2.3. The User acknowledges and agrees that, when completing Trading Transactions, he/she is trading with other User, and that Coin X International LLC is not a counterparty to any trade.

2.4. Essential parts of the present Agreement are sections dedicated to Privacy policy, Anti-Money Laundering Policy, and the Fees.

### **3. ACCESS TO THE SYSTEM, REGISTRATION PROCESS AND CHAT USE**

3.1. Coin X International LLC grants the User access to the information about the System, Currency Rates offered by other Users, closed Deals and about placed Orders before the registration process is completed.

3.2. In order to get access to the System, the User should complete the registration process. After that the User will get access to the Personal Cabinet created on the basis of the User Account Data.

3.3. The User is responsible for setting up a password during the registration process. The User can change the password any time after the registration process is completed. The User commits to safeguard password and User Account Data from the access of third parties and is the one to determine the best way to save this data and take steps to prevent it from being discredited. In case of loss or discrediting the password and/or the User Account Data as well as in cases when third parties illegally obtain access to the User's Personal Cabinet, the User has to inform the Coin X International LLC about these circumstances by contacting the technical support team (support@xcoinpay.io). Until Coin X International LLC receives the corresponding message, all the actions made from the User Personal Cabinet will be considered as made by the proper User as the holder of the Account.

3.4. The User has the right to hold and use only one Personal Cabinet and cannot use two or more Personal Cabinets. Such actions will be considered as violation of this Agreement.

### **4. THE ACCOUNT**

4.1. After registration in the System the User gets access to his/her Account in the Personal Cabinet. The User can operate personally using his/her Account and the Personal Cabinet as well as instruct the System to execute operations with their Account automatically.

4.2. The Coin X International LLC indicates in the Personal Cabinet the information necessary for the replenishment of the Account and for the withdrawal of Funds from the Account.

4.3. To replenish the Account the User has to transfer Funds according to the bank details indicated by Coin X International LLC in the User Personal Cabinet. The User is responsible for paying commissions and service fees related to the transfer as well as assumes the risks of indicating an incorrect bank account details.

4.4. The Account is considered to be replenished when the corresponding amount of money enters the current account of Coin X International LLC or when a corresponding message appears in the Coin X International LLC wallet about receiving not less than 6 (six) confirmations.

4.5. The Coin X International LLC commits to receive Cryptocurrency items from Users, keep them, keep a record of them, execute transactions and provide them to the the Users upon their request.

4.6. The Coin X International LLC keeps a record of the funds transferred to the Account and does not keep Users' money. Money transfers during the Account replenishment as well while executing Deals between the Users are carried out by third parties (aggregators, payment institutions and other facilitators). The Coin X International LLC is not liable for actions of these third parties.

4.7. All Account operations are carried out at User's request. The Coin X International LLC does not accept orders on carrying out any operation with the User Account from third persons except otherwise is stipulated by the Agreement or other agreements between the Parties.

4.8. All the Funds placed on the Account belong to the User. The Coin X International LLC cannot block Funds on the Account without the order emitted by the User as well as can write-off Funds only in cases stipulated by the Agreement.

4.9. Interests do not apply to the remainder amount of Funds in the User Account, and the Coin X International LLC is not committed to pay the abovementioned interests.

4.10. To withdraw Funds from the Account, the User has to fill the corresponding form in their Personal Cabinet. The User will get a message to the email address indicated during the registration process asking to confirm or to deny the withdrawal operation. In case the User denies or does not confirm the withdrawal, the Funds will remain in the Account, but it will happen only after User fulfill all the conditions, which is written in this Agreement.

4.11. The System sets some restrictions for Funds withdrawals and the User cannot instigate withdraw Funds during 3 (three) days after changing User Account Data, which includes changing or restoring password, and also changing authorization method.

4.12. The User acknowledges and agrees that Deposit and Withdrawal Transaction in Fiat currency may be delayed due to bank verifications and checks, for a period up to one (1) month. Similarly and due to the inherent nature of the cryptocurrency networks, the User acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from his/her Account may take between one (1) hour and seventy two (72) hours, barring unforeseen or unavoidable network issues.

4.13. In case if the User discovers suspicious transaction activity, including but not limited to unknown deposits and withdrawals, on his/her Account that was not initiated by the User, the User shall immediately notify Coin X International LLC of this fact and follow the instructions sent by Coin X International LLC. Otherwise, Coin X International LLC reserves the right to freeze the Account until the end of investigation.

4.14. Coin X International LLC may be forced to cancel or recall already executed Withdrawal Transaction at a request of financial institutions, including but not limited to banks, which are involved in settlement related to deposit and withdrawal of Funds from User`s Accounts. In such cases the User is obliged to cooperate with Coin X International LLC in order to discover the reasons for such request.

4.15. Users who have withdrawn more than 5 BTC or a similar amount in other currencies within a month receive a limit on withdrawals to external wallets for 30 days. The possibility of transfer within the exchange remains available.

4.16. If registration term of User's account is less then 7 days and/or he received more than 0.1 BTC or the same value in other currencies - Coin X International LLC in accordance with the AML/KYC procedure, as well as referring to clauses 12.5.1.-12.5.1.5. of this User Agreement may request the necessary documents and information confirming his identity and the origin of his funds. Until he makes this and the verification procedure will not be completed successfully his account should be limited in withdrawing and transfer. For the verification procedure, the User must contact the technical support with a request for a complete list of necessary information and documents.

4.16.1. Users of the Coin X International LLC whose total account balance is less than 5 BTC have the right to pass verification by making a verification deposit. To verify his account, User may make a deposit from an external bitcoin address. The exact deposit amount is 0.025 BTC in one payment. The system will automatically recognize this deposit as verification. After which the entire main balance including the last deposit will be available for withdrawal. It will also open access to all the functions of the exchange account (with the exception of trading) and remove all restrictions.

## 5. TRADING DEALS

5.1. The Deals in the System are made on the basis of Orders placed by the User and according to the conditions stipulated by the Parties, taking into consideration the preliminary conditions of the agreement on onerous alienation of rights to Cryptocurrency. The Coin X International LLC in no circumstances should be considered the dealing party. All the Deals are conducted between the Users on the information support of the Coin X International LLC.

5.2. The User recognizes that an Order shall only be submitted after careful consideration and understands and accepts consequences of its execution.

5.3. The Coin X International LLC charges reward for the execution of Deals. The commission rewards are determined by the Fees.

5.4. To place an Order The User has to replenish the Account for the amount indicated in the Order and fill the corresponding form in the page 'Trades' or 'Exchange' depending on the Order type that can be consulted in the section 6 of the present Agreement.

5.5. The User's Order is registered in the System after verifying the availability of required amount of Funds on the Account. The Coin X International LLC controls the possibility of Users to carry out transactions and by this strengthens confidence between the Users and reduces the risk of non-execution of Users' obligations under the Deals. The System does not register the Order if the Account does not have enough Funds for conducting the Deal.

5.6. User cannot place more than 20 (twenty) Orders at the same time. The System does not register Orders that exceed the indicated amount.

5.7. The User can call back the Order at any moment until its full execution.

5.8. All the Users can consult an Order until it is fully executed or called back. Placed Order represents a User's proposal to close a Deal.

5.9. The Deal on the placed Order is closed when the System registers a Counter Order placed by another User. Counter Orders are reverse orders that have the same Exchange Rate. The registration of counter orders in the System is considered the User's acceptance of the offer. The Order is considered executed at the moment of the counter order registration in the System.

5.10. Order can be executed partially. If this happens the System will place another Order for the amount of unencumbered balance of the originally placed Order.

5.11. The execution of the Order is realized by transferring the corresponding Funds indicated in counter orders to Users Accounts. Transfer of these Funds is made automatically by the System. Herewith the actions realized by the System are considered to have been realized at Users request.

5.12. Such actions as placing Orders, calling them back and closing the Deals are reflected in the User Personal Cabinet.

5.13. The information about the closed Deals is available for all the Users during a period of time determined by the Coin X International LLC.

## 6. TYPES OF ORDERS

### 6.1. Simple buy order

6.1.1. A simple buy Order represents the User's offer to buy a certain amount of Funds at the Exchange Rate set by the User.

6.1.2. To place a simple buy Order the User has to fill the corresponding form in the Personal Cabinet indicating the amount of Funds to buy and setting the Exchange Rate.

6.1.3. A simple buy Order can be executed at a lower Exchange Rate than the one indicated in the placed Order. Herewith the User will be refunded with the excessively paid part of the commission. A simple buy Order cannot be executed at a higher Exchange Rate than the one indicated in the placed Order.

### 6.2. Simple sell Order

6.2.1. A simple sell Order represents the User's offer to sell a certain amount of Funds at the Exchange Rate set by the User.

6.2.2. To place a simple sell Order the User has to fill the corresponding form in the Personal Cabinet indicating the amount of Funds to sell and setting the Exchange Rate.

6.2.3. When placing a simple sell Order the User has the possibility to use additional functions of the System like 'Stop Loss' or 'Trailing Stop'. Marking a special box opposite the corresponding field in the form for placing a simple sell Order is considered the ground for using these functions.

6.2.4. To use 'Stop Limit' the User has to indicate in the form the minimum price at which the Order can be executed. If the System Exchange Rate falls the placed Order will be executed when reaches the value indicated by the User in the box 'Stop Loss'.

6.2.5. To use 'Trailing Stop' the User has to indicate in the form the amount of Funds to sell as well as 'Trailing Stop' and 'Stop Limit' values. The Funds will be offered for sale at a highest current Exchange Rate determined by the System. If the System Exchange Rate starts to raise and will increment by the value indicated in the box 'Trailing Stop', the Exchange Rate for the Order placed by the User will increment by a corresponding amount. Herewith 'Stop Loss' index will increment by the amount indicated in the box 'Trailing Stop'.

### 6.3. Market buy Order

6.3.1. A market buy Order represents the User's offer to buy a certain amount of Funds without setting the Exchange Rate.

6.3.2. To place a market buy Order the User has to fill the corresponding form in the Personal Cabinet indicating the amount of Funds to buy.

6.3.3. The Order will be executed at the lowest Exchange Rate found among the Orders placed by other Users.

6.3.4. The Coin X International LLC reward for the operation will be charged immediately at the moment of Deal closure.

### 6.4. Market sell Order

#### **6.4. Market Sell Order**

6.4.1. A market sell Order represents the User's offer to sell a certain amount of Funds without setting the Exchange Rate.

6.4.2. To place a market sell Order the User has to fill the corresponding form in the Personal Cabinet indicating the amount of Funds to sell.

6.4.3. The Order will be executed at the highest Exchange Rate found among the Orders placed by other Users.

6.4.4. The Coin X International LLC reward for the operation will be charged immediately at the moment of Deal closure.

#### **6.5. Complex buy and sell Order**

6.5.1. A complex buy and sell Order represents the User's offer to buy a certain amount of Funds at the Exchange Rate set by the User and to sell the acquired amount of Funds at the Exchange Rate set by the User. So, when the User places a complex buy and sell Order, the System in its turn places firstly a simple buy Order and when it is executed, places a simple sell Order.

6.5.2. To place a complex buy and sell Order the User has to fill the corresponding form in the Personal Cabinet indicating the amount of Funds to buy and setting the Exchange Rate as well as setting the Exchange Rate to be used during the sale of the acquired Funds.

6.5.3. This type of Order is governed by a set of rules elaborated for simple buy Order and simple sell Order with specificities related to complex buy and sell Order.

### **7. MARGIN DEALS**

7.1. In certain cases stipulated by the Agreement the Coin X International LLC gives the User a possibility to make a Margin Deal.

#### **7.2. It is possible to make a Margin Deal using the following Order types:**

7.2.1. Simple sell Order;

7.2.2. Simple buy Order;

7.2.3. Complex buy and sell Order but only during the purchase phase.

7.3. Providing of any actions envisaged by the System's functionality aimed at concluding a Marginal Deal (marking in the "Loan"/ "Take a Loan" field, etc.) means the User's consent to the conditions for the implementation of Marginal Transactions.

7.4. The loan agreement is considered concluded from the moment of crediting of Funds to the Account of the User.

7.5. The funds are provided to Users on a refundable and onerous basis.

7.6. The User should have the necessary margin Level on their Account in order to make a Margin Deal.

7.7. Margin Level amounts to 100% (one hundred percent) of the amount of provided Funds for the Margin Deal. Margin Level can be changed at the agreement with the Coin X International LLC but cannot be lower than 25% (twenty five percent) of the amount of provided Funds.

7.8. In case the Margin Deal is closed on the parameters set by the User in the placed Order, the System writes off the User Account the amount of Funds equivalent to the amount of Funds provided on the basis of loan agreement as well as the corresponding commission. The amount of commission is determined by the Fees.

7.9. In case the User acquires a debt as a result of making a Margin Deal, the Coin X International LLC has the right to restrict the use of Personal Cabinet until the User replenishes his/her Account for a sum equivalent to the amount of the debt. Herewith the User is obliged to replenish the corresponding Account during 5 (five) working days from the moment of acquiring these liabilities.

7.10. In case of risk that the Margin Level on the User Account can result insufficient, the Coin X International LLC has the right, at sole discretion and without previously notifying the User, to decide on the immediate execution of the Order or call it back. The above mentioned actions are not considered as a violation of obligations on behalf of the Coin X International LLC.

7.11. The User agrees that Coin X International LLC has the right to execute a stop-loss at a Margin Level of less than 30% at a 1: 2 leverage, and this action is not a violation of the obligations of Coin X International LLC.

7.12. Tracking changes in the conditions for execution of Marginal transactions and compliance with the performance of margin requirements is a direct duty of the client. Coin X International LLC is not liable for any losses that may result from a lack of information or untimely disclosure of the margin requirement. Coin X International LLC does not have to inform the

User in any way about the execution of the stop-loss (s), or about the sale or liquidation of the User's Funds from his Account in the System, if such account is not replenished as a result of arrears.

## 8. DETECTION AND PREVENTION OF ILLEGAL SITE AND SYSTEM USE

8.1. The User agrees and accepts the fact that the Coin X International LLC system uses a scoring model for assessing the security quality of the User's account based on more than 100 internal and external publicly available behavior parameters, technical data and other internal corporate metrics. The maximum possible score for the security of the User's account is 100 points. In order to find out the level of security of his account, the User must contact technical support with a corresponding request.

8.1.2. The conditions and algorithms for assessing the scoring model for assessing the security quality of the User's account are internal corporate and confidential information that is not allowed to be disclosed based on the Coin X International LLC internal policy.

8.1.3. Wallets with a balance of more than 0.2 BTC or/and wallets on which transfers (sending/receiving) and deposits were made when the account registration term was less than 21 days, will be able to withdraw funds only upon reaching an account security level of 100 (security level is an internal scoring model for assessing the security quality of Coin X International LLC

system accounts) and, accordingly, after 21 days from the date of registration, an account security level of 100 is required to withdraw funds for this wallets that received a transfer, made a deposit or transfer during the period when the account registration term was less than 21 days.

8.2. The User is prohibited to use the Site and/or the System in any other way than those stipulated in the Agreement; in particular, the User is not allowed to advertise products on the Site in case the Parties have not entered an additional specific agreement.

8.3. The User is prohibited to use the Site and/or the System with unlawful aims including laundering of money derived from criminal activity, financing of terrorism and involvement in extremist activity.

8.4. The User is obliged to go through the identification process established by the System or third parties (aggregators, credit or other organs) during the Deal-making process as well as fulfill the requirements stipulated by US law in the field of counteraction of laundering (legitimization) proceeds of crime.

8.5. If the balance of the User's wallet did not exceed 0.1 BTC, he is free to withdraw funds and carry out transfers without restrictions (provided that the User's balance did not reach the amount of 0.1 BTC within 7 days of registering the User's account).

8.6. The User who needs to verify the Ethereum wallet needs to make a deposit of the exact amount of 0.5 ETH from an external wallet. This deposit will be credited to User's Ethereum wallet and will be available for withdrawal immediately after crediting.

## 9. RISK WARNING

9.1. The User guarantees that he/she understands general principles of work with Cryptocurrencies and is aware of Cryptocurrency of the following characteristics affecting its value and risks related to it:

- Price volatility: The value of cryptocurrencies is extremely volatile. They are vulnerable to sharp changes in price due to unexpected events or changes in market sentiment.
- Leverage: Leverage multiplies User's profits but also potential losses and can have a significant impact on fees. It also places User at risk of losing more than his/her initial investment.
- Charges and funding costs: Charges and Fees can include the spread, funding charges, and commissions.
- Price transparency: When compared with fiat currencies, there can be more significant variations in the pricing of cryptocurrencies used to determine the value of User's position. There is a greater risk that the User will not receive a fair and accurate price for the underlying cryptocurrency when trading.

9.2. User should only participate in trading deals if he/she has a sophisticated knowledge of financial markets and fully understands the risks associated with cryptocurrencies.

9.3. The User guarantees that he/she has a right to execute transactions with Cryptocurrency and possesses a full legal capacity.

9.4. The User understands that the Coin X International LLC in no way influences the Exchange Rate set by the Users, does not

give recommendations on Exchange Rate determination and does not forecast the rates. The User is responsible for all economic risks related to choosing particular Exchange Rate. The Coin X International LLC does not guarantee that the Deal will be finally closed and that the conditions of this Deal will be of the User's benefit.

9.5. The User understands that the Coin X International LLC in no way bears relation to deal conduction and/or transactions related to Cryptocurrency. Correspondingly the Coin X International LLC does not assume the responsibility to guarantee terms and/or possibilities of carrying out this or that operation and/or transaction related to Cryptocurrency, which are necessary for Deal making.

9.6. The User understands that all the operations with Cryptocurrency have irreversible character and that Funds acquired during the Deal can be returned only on the basis of additional specific agreement with other User.

## 10. INTELLECTUAL PROPERTY AND RESTRICTIONS ON SITE AND SYSTEM USE

10.1. The Site and the System contain fruits of intellectual labor that belong to the Coin X International LLC, affiliated persons and other related parties, sponsors, partners, representatives, all the parties acting on behalf of the Coin X International LLC and other third parties.

10.2. By using the Site and the System the User acknowledges and agrees that all Site content and the structure of Site content are protected by copyright, trademark and other rights concerning the results of intellectual activity, and that the abovementioned rights are authentic and are protected in their every form, in all carriers and regarding all existing and created later technologies. No rights as well as no Site nor System content are committed to the User as a result of Site and System use or on the conclusion of the Agreement.

10.3. To avoid any misunderstanding the User is prohibited to:

- copy and/or diffuse any items of intellectual property published on the Site and/or in the System except when this function is clearly contemplated by the Site and/or the System;
- copy or use in any other way the program part of the Site and/or the System as well as its design;
- diffuse on the Site and/or in the System personal data of third persons without their permission;
- change in any way the program part of the Site and/or the System, take any actions aimed at changing the functionality and operability of the Site and/or the System;
- use insults or any words violating rights and liberties of third persons as a login (nickname, alias) during the registration.

## 11. RESPONSIBILITIES OF THE PARTIES

11.1. In case the User violates the conditions of the present Agreement, the legislation of the US, morality norms or in case he/she conspires with another User to violate the conditions of the Agreement, the Coin X International LLC will have the right to block or delete the User's Personal Cabinet, prohibit or restrict their access to certain or all functions of the System using his/her Personal Cabinet.

11.2. In case the User violates the terms of the return of Funds provided under the Marginal Deal, Coin X International LLC is entitled to demand from the User payment of a penalty amounted to 1% (one percent) of the Funds provided to the User for each day of delay.

11.3. If the Coin X International LLC detects that the User has violated paragraph 8 of the present Agreement, the Coin X International LLC will have the right to delete the User's Personal Cabinet and demand indemnity for losses.

11.4. The Coin X International LLC is not responsible for the operability of the Site and/or the System and does not guarantee its continuous operation. The Coin X International LLC does not guarantee the safety of the information published on the Site and/or in the System as well as does not guarantee the possibility of continuous access to the information about Orders and closed Deals, the possibility of Order placement and of making Deals.

11.5. The User uses the Site and the System in its original form at his/her own risk. The Coin X International LLC does not guarantee the achievement of any results by the User owing to the Site and/or System use.

11.6. The Coin X International LLC does not guarantee that the Site and the System satisfy the requirements of the User as well as does not guarantee continuous, fast, save and error-free access to the Site and/or the System.

## 12. SPECIAL CONDITIONS

12.1. The Site and the System can contain external links to other sites in the Internet network (third parties' sites). The above



12.1. The Site and the System can contain external links to other sites in the internet network (third parties' sites). The above mentioned third parties' sites and their content are not checked by criteria of conformity with certain requirements (authenticity, completeness, legality, etc.). The Coin X International LLC will not be liable for the information and the materials published on third parties' sites, which the User can access via the Site and/or the System as well as does not assume any responsibility for expressed opinions or statements, advertising materials, the accessibility and possible consequences of use of third parties' sites.

12.2. The Coin X International LLC has the right to transfer rights and debts under all obligations derived from the Agreement. By accepting the present Agreement the User gives their consent on transferring rights and debts to any third party. In case of rights and/or debts are transferred, the Coin X International LLC will inform the User about it leaving the corresponding message on the Site and/or in the System.

12.3. Given the specifics of transactions, Coin X International LLC does not implement a chargeback policy. However, Coin X International LLC has developed and implemented a detailed Cross-Chain Recovery Policy, which provides a detailed guideline in the cases where an erroneous deposit of one cryptocurrency into wallet address instead of another cryptocurrency is made by the User. The recovery of Cross-chain deposits is an inherently dangerous and a very time consuming process. Not all deposits can be recovered and dependent on which currency has been mistakenly sent to which address can influence difficulty, time and security risk involved.

12.4. Making a transaction, the User agrees and carries the entire risk on the transaction. To Coin X International LLC cannot be made any claims for the cancellation of the Transaction. Coin X International LLC does not accept or process applications from anyone for the return and / or cancellation of an operation. The Exchange take 1% fee from ever deposit.

12.5. Withdrawing is carried funds from cryptocurrency wallets of our exchange to other cryptocurrency wallets that are not part of our exchange and are in the exploitation of other payment systems after the procedures of verification of ownership of the corresponding crypto wallet to the corresponding user on the right of ownership, and synchronization of our exchange with the cryptocurrency wallet to which the User wants to withdraw funds.

12.5.1. Fighting the risk of scam and illegal activities, Coin X International LLC makes every effort to protect users and partners from fraud all the possible ways. For that, specific measures are taken to ensure customer verification and security of financial transactions. AML/KYC are considered to be one of the best methods to achieve this. This enables us in confirming that the customer is a law-abiding individual or corporation. Coin X International LLC has an automated risk scoring and risk prevention systems aimed to spot suspicious activity during operations. A transaction will be put on hold if it is flagged by the system and the user will be asked to pass AML/KYC verification. For security concerns, we are not able to disclose the specific criteria of our system. However, our system is proven to be very effective against any money laundering and scam activities.

12.5.1.1. Coin X International LLC reserves the right to enforce AML/KYC verification to certain users, addresses and transaction of particular crypto assets. This application of Coin X International LLC's AML/KYC procedure is based on internal policies aimed at avoiding and diminishing the potential risks of Coin X International LLC being unintentionally involved in the money laundering and other illicit activities.

12.5.1.2. AML/KYC procedure might be implemented to the transactions which are flagged as suspicious by our automated risk prevention system. When the User attempts to withdraw funds, a window will pop up in which there will be detailed information on further actions to resolve the situation, as well as a way to contact the managers of Coin X International LLC.

12.5.1.3. AML/KYC procedure includes confirming the identity of Users by means of provision of the following documents in technical support tickets:

1. A high-quality photo of their ID (passport or driving license) valid in their country;
2. Proof of the origin of funds;
3. Any other applicable and need documentation in the opinion of Coin X International LLC.

12.5.1.4. Coin X International LLC reserves the right to apply the AML/KYC procedure to particular Users, addresses and particular transactions of crypto assets.

12.5.1.5. Personal data of users is protected from transfer to third parties and is deleted after necessary processing. We do not store any personal data of Users. with the exception of those which the Users indicated during registration. Passwords and documents that you send to us while being processed are stored in an encrypted cryptocontainer on our personal physical servers under special protection.

12.5.2. Users have the possibility to link their wallet Coin X International LLC with an external wallet through the SafeSynchronization®. In this case, the User is exempted from any limits. SafeSynchronization® will allow User to withdraw funds despite the existing restrictions or conditions. Synchronization of crypto wallets is carried out with the aim of eliminating the possibility of creating by Users of illegal accounts, and the provision of certainly not truthful personal data.

12.5.2.1. Synchronization of cryptocurrency wallets is carried out in the following order:

- User must make a request to Technical Support for SafeSynchronization® procedure.
- Technical Support must provide the necessary instructions to complete SafeSynchronization®.
- Requirement: in order for synchronization to be successful, there must be a balance of at least 0.1 BTC in your external wallet.

To receive a consultation and clarification with which external wallets sync will work, the User may contact the Technical Support Service.

12.6. User who is a citizen of the indicated countries agrees that due to the aggressive policy of his State or the imposition of appropriate international sanctions on it and state's ranking as a high-risk country for illegal financial transactions, he will have to make an insurance payment to the account via making a deposit. Insurance payment will be credited on User's wallet.

Withdrawal of funds will be resumed instantly after insurance is credited. The rule is introduced for User's from high-risked countries for illegal financial transactions such as: China, Turkey, Kyrgyzstan, Kazakhstan, Georgia, Croatia, Bulgaria, Estonia, Nigeria, Mongolia, Cambodia, Pakistan, Russia, Iran, India, Syria, Yemen, Botswana, Ghana, Belarus, Iceland, Panama, Trinidad and Tobago, Serbia, Morocco, Algeria, Afghanistan, Myanmar, Vietnam, Thailand, Tanzania, Kenya, Nigeria, Liberia, Haiti, Nicaragua, Paraguay etc.

12.6.1. The insurance payment will be frozen on the User's account within 14 days. If there is no data on the commission of any actions that violate the terms of this Agreement, the norms of international law, the customs of honest financial and information turnover the insurance payment will be available for withdrawing.

12.7. User agrees that it will not be able to carry out over-the-counter.

12.8. If registration term of User's account is less than 90 days, and he received more than 0.15 BTC or the same value in other currencies, User must expand limits via connecting a premium account. All funds will not be available for withdrawal and transfer until the User connects premium account.

12.8.1. Deposit for purchasing premium status should be done by one payment.

12.8.2. If a User wants to connect a premium accounts in order to use the trade or increase the possible limit on the wallet he should note that the system takes 2.5% of the commission from this deposit, which is intended to connect a premium accounts for account.

## 13. SECURED DEAL

### 13.1. Secured Deal - a service for exchanging of digital and tangible goods and services between Users in a secure way.

13.1.1. The essence of this service is that Buyer provides the Seller with the funds under a password, after which the Seller provides the declared service or goods. After Buyer receives the product or service in full, the Buyer informs the Seller of the password for these funds, after which the Seller receives the right to dispose of these funds in full.

#### 13.1.2. Protecting a Secured Deal

13.1.2.1. The protection of a Secure Deal is ensured by the possibility of establishing a three-way conference with the seller, buyer and administrator, who is obliged to monitor the observance of mutual rights and obligations by all parties to the transaction.

13.1.2.2. In order to protect the rights of our Users, it is also possible to open a dispute, where the administrator will act as an arbitrator. Administrator is obliged to evaluate all the arguments of first and second parties impartially in order to determine the solution of the dispute.

13.1.3. In order to make a secure purchase transaction, one of the Parties must create a conference with administrator. Then one of the Parties shall make an application on the form below. You need to inform such parameters of transaction as:

- The good or service to be provided to the Customer with a complete and comprehensive description of item and its condition.
- Price of this product or service.
- The period within which the Seller is obliged to provide the goods or services to the Buyer. If this is a tangible commodity and will be sent by postal services or transport companies - responsibility for compliance with the deadlines is vested in the transport company, the opening of disputes on this fact will not have consequences, except in the case if the Seller knowingly indicated incorrect data, or otherwise interfered with the correct operation of the transport company or postal service.
- After the application has been made to the tripartite conference, the second second, which did not prepare the

application, must fully agree to the terms and conditions specified in the application.

#### 13.1.4. Disputes in Secured Deal.

13.1.4.1 If the Parties fail to comply with the conditions specified in the application, the Party whose rights have been violated has the right to open a dispute. In connection with the decisions of the arbitrator (administrator), the agreed amount may be withdrawn from the Seller's account in favour of the buyer in order to ensure his financial security in accordance with the rules of our exchange. If the goods have caused moral, material or any other damage to the buyer, the arbitrator shall not be entitled to withdraw from the Seller's account the amount of damage claimed by the Buyer, as this is contrary to the policy of our exchange.

#### 13.2. Description and operating principle of Secure in Deal:

- The Buyer must initiate the Secured Deal through the panel, after which he receives a unique code in the chat, which he must send to the Seller.
- The Seller must enter the command `"/start_secured_deal (the code received from the Buyer)"` Support Ticket Chat (for example: `"/start_secure_deal 0x15327"`) located at [xcoinpay.io/personal/support](https://xcoinpay.io/personal/support) in order to confirm the initiation of the transaction.
- Follow the instructions for making a deal in the chat.

13.3. Only Users whose account registration terms is more than 60 days can create or initiate a Secured Deal.

## 14. WARRANTIES

14.1. Neither Coin X International LLC nor its affiliates make any specific promises about functioning of the Site and/or System. For example, Coin X International LLC does not make any commitments about the content of the Site, the specific functions of the System, or their reliability, availability or ability to meet the User's needs. Coin X International LLC provides the Site and System "AS IS".

14.2. To the extent permitted by law Coin X International LLC excludes all warranties, guarantees, conditions, representations, and undertakings.

## 15. LIMITATION OF LIABILITY

15.1. To the extent permitted by law neither Coin X International LLC nor Coin X International LLC' affiliates, and Coin X International LLC' suppliers and distributors will be responsible for lost profits, revenues, financial losses, indirect, special, consequential, exemplary damages.

15.2. To the extent permitted by law the total amount of Coin X International LLC liability, its affiliates, and Coin X International LLC'S suppliers and distributors is limited to the amount you paid to Coin X International LLC for all Services provided during 3 (three) months prior to the event giving rise to the liability.

15.3. Coin X International LLC, its affiliates, and Coin X International LLC'S suppliers and distributors will not be liable for any expense, loss or damage that is not reasonably foreseeable.

## 16. INDEMNIFICATION

16.1. The User agrees to defend, indemnify and hold Coin X International LLC, its affiliates and their respective employees, officers, directors and stockholders harmless from and against any and all damages claimed by a third party as a result of actions by User in violation of this Agreement. The User agrees to defend, indemnify and hold Coin X International LLC, its affiliates and their respective employees, officers, directors and stockholders harmless from and against any and all damages for damages to property, bodily injury, death, or other injuries arising from the negligence or misconduct of the User or any person for whom User is legally responsible.

16.2. The party seeking indemnification in any case shall promptly give written notice to the other of the claim for which indemnification is sought and shall cooperate with the other party in the defense of such an action or suit. The failure to give or delay in giving any such notice shall not limit the indemnifying party's rights hereunder except to the extent it is prejudiced thereby. The indemnifying party shall have the right, at its expense, to direct any such legal proceeding and the negotiation and settlement of any such claim or demand. The indemnifying party shall have no liability for any settlement made without its consent or for any fees or expenses incurred by the other party after the indemnifying party begins directing the legal proceeding.

## 17. DISPUTE SETTLEMENT

17.1. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences.

17.2. The Party in default on its obligations hereunder shall promptly cure the breach and take due measures to eliminate the consequences. Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration.

17.3. If any dispute occurs as to the performance or interpretation of the present Agreement that cannot be resolved amicably or in arbitration the Company is entitled to demand the dispute be settled by the Court in location where the Coin X International LLC resides.

17.4. The commission for each deposit in Ethereum is 2.5%.

## 18. AMENDMENTS OF THE AGREEMENT

18.1. The Service has the right to unilaterally change the terms of the Agreement, Privacy Policy, Anti-Money Laundering Policy and the Fees. The changes take effect 3 (three) days after the moment the new version of corresponding documents is published.

18.2. At each successive visit to the Site and before starting the use of the Personal Cabinet the User commits to become familiar with the new version of the Agreement, Privacy Policy, Anti-Money Laundering Policy and the Fees. If the User continues to use the Site and the System it will mean that he/she agrees with new versions of the corresponding documents.

18.3. If the User does not accept new terms of the Agreement, Privacy Policy, Anti-Money Laundering Policy and the Fees, he/she should stop using the Site having closed the Deals with other Users.

## 19. CONCLUDING PROVISIONS

19.1. With the exception to the cases defined by the Agreement and the current legislation, all the notifications, messages and documents related to the fulfillment of obligations arised out of the Agreement should be sent to and are considered as received by the Parties if they have been sent via email from the authorized address of one Party to the authorized address of the other Party. An authorized address can be:

- for the User: the email address indicated in the User Personal Cabinet;
- for the Coin X International LLC: [support@xcoinpay.io](mailto:support@xcoinpay.io).

19.2. The Coin X International LLC and all legal relations concerning it are regulated by the legislation of the US without taking into account its conflict rules. All the arisen disputes are solved according to the legislation of the US.

19.3. If any clause of the Agreement is found void and unenforceable by a court decision, it will not affect the validity of other clauses of the Agreement, which shall remain valid and enforceable.



