

# MODULTRADE TERMS OF USE

**Last update: 27 November 2018**

These Terms of Use constitute an electronic agreement between you (hereinafter the “User”, “you”) and MODULTRADE LTD., U.K. Company number 10728669 (hereinafter the “MODULTRADE”, “we”) that applies to the User’s use of this website, any and all services, products and content provided by MODULTRADE.

These Terms of Use contain important provisions, which the User must consider carefully when choosing whether to visit the Site and use the services, products and content of MODULTRADE. Please read these Terms of Use carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules, compliance regulations and other regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of any and all services, products and content of MODULTRADE.

These Terms of Use incorporate Privacy Policy as well as any other policies published on the Site by reference, so by accepting these Terms of Use, the User agrees with and accepts all the policies published on the Site

IF THE USER DOES NOT ACCEPT THESE TERMS OF USE, THE USER SHALL NOT ACCESS THIS SITE AND SHALL NOT USE ANY OF MODULTRADE’S SERVICES, PRODUCTS AND CONTENT.

## 1. DEFINITIONS

1.1. Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below:

1.1.1. Buyer: means the User who buys Cryptocurrencies, MTRc or goods advertised on the Site by the Seller through the Wallet.

1.1.2. Cryptocurrency/Cryptotokens: means peer-to-peer decentralized digital representation of value - BTC, ETH and others.

1.1.3. Funds: means Cryptocurrency and/or MTRc whereby MODULTRADE is not holding or otherwise controlling or disposing any Cryptocurrency and/or MTRC of the User.

1.1.4. Goods: means Goods advertised and sold by the Seller to the Buyer on the Platform.

1.1.5. MTRc: means utility tokens of MODULTRADE.

1.1.6. Order: means the User’s instruction to buy or sell Cryptocurrency or MTRc on certain conditions.

1.1.7. Platform: means MT interface for Services.

1.1.8. Seller: means the User who submits an Order to sell Cryptocurrencies or MTRc through the Wallet and/or advertises and sells goods on the Site.

1.1.9. Service(s): means all and any service provided by MODULTRADE in order to access and send instructions to blockchain networks, advertise, sell and buy goods and conclude Smart Contracts.

1.1.10. Site: means MODULTRADE website at [modultrade.com](http://modultrade.com).

1.1.11. Smart Contract: means blockchain based algorithm deployed and executed within the Ethereum network under which Buyer and Seller agree on the trade of good(s) advertised by the Seller on the Platform and create a Smart Contract on the Platform where (a) the respective amount of Cryptocurrency is blocked on the Buyer Wallet via MTRc to guarantee payment upon delivery of good(s) at the expense of the Buyer confirmed by Tracking Number submitted by the Seller to the Platform matching the postal address of the Buyer indicated in the Smart Contract and (b) the respective amount of Cryptocurrency is released by the Platform to the Seller's Wallet upon such delivery.

For the avoidance of doubt the Smart Contract does not represent any written or oral agreement of Buyer and Seller with MODULTRADE.

For the avoidance of doubt the User hereby confirms his understanding that the Smart Contract may not be enforceable under applicable law, or that such enforceability may be uneasy depending on respective jurisdiction and applicable laws.

In case of return of goods by the Buyer to the Seller MODULTRADE undertakes to create reasonable possibilities of communication between the parties, however each party remains fully responsible for interaction with the other party.

1.1.12. Tracking Number: means tracking number under applicable terms and conditions of the logistics/transport company chosen by the Seller.

1.1.13. Transaction: means exchange of Cryptocurrencies/Cryptotokens at User's discretion according to MODULTRADE interface rules and processes at the exchange rate(s) determined by MODULTRADE automatically and at its own discretion with charges included in exchange rate(s), buy and sell goods, payment on Smart Contract for respective goods, receive and send Cryptocurrencies.

1.1.14. User: means a person or an entity that uses the Services, agrees to follow the Terms of Use.

1.1.15. Wallet: means MODULTRADE interface to interact with blockchain networks, which provides respective Transaction services located at [www.wallet.modultrade.com](http://www.wallet.modultrade.com). For the avoidance of doubt fiat currencies cannot be exchanged via Wallet.

1.1.16. Market: means MODULTRADE interface to sell and buy goods and create Smart Contracts located at [www.market.modultrade.com](http://www.market.modultrade.com).

1.2. Where the context so admits words denoting the singular shall include the plural and vice versa.

## **2. THE SCOPE OF THE SERVICES**

2.1. The Services allow all Users to perform Transactions.

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, domicile and/or citizenship, and/or place from which the User accesses this Site.

2.3. The User acknowledges and agrees that, when completing Transactions, he/she is acting on his own risk, and that MODULTRADE acts only as an intermediary in such Transactions, providing respective interface, not as the counterparty.

## **3. THE USER'S RIGHTS AND RESPONSIBILITIES**

3.1. The User has the right to enter and use the Site and the Services, as long as he/she agrees to and actually complies with the Terms of Use. By using the Site, the User agrees to accept and comply with the terms and conditions stated herein.

3.2. The User undertakes to read the entire Terms of Use carefully before using the Site or any of the services provided by MODULTRADE.

3.3. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.

3.4. The User undertakes to immediately (i.e. right after the moment of discovery) inform MODULTRADE about any unusual, suspicious, unclear or abnormal activities. In case of late informing or non-informing the User will be liable for the breach of the Terms of Use and MODULTRADE will have the right to take any further steps accordingly, including but not limited to report to the relevant state authorities.

3.5. The User undertakes to notify MODULTRADE immediately of any unauthorized use of his/her password, or any other breach of security by email addressed to support@modultrade.com. Any User who violates the mentioned rules may be terminated, and thereafter held liable for any losses incurred by MODULTRADE or any User of the Site.

3.6. The User undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, corruption, terrorism, illegal gambling operations, financing terrorist organizations, sell or buy illegal or banned goods or malicious hacking. The User acting as a seller undertakes to be solely responsible for stating at his own discretion the legitimate prices of advertised goods, while the User acting as a buyer undertakes to be solely responsible for buying the respective goods at such prices for legitimate purposes.

3.7. The User is responsible for any and all damages caused and all liability actions brought against MODULTRADE for infringement of any third party rights or violation of any applicable laws.

3.8. Nothing in the Terms of Use excludes or limits the liability of the User for fraud, death or personal injury caused by their negligence, breach of the terms implied by operation of law or any other liability which may not be limited or excluded by law.

3.9. Users are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.

3.10. All actions of the User must be related to the User. Any attempt otherwise will be considered as fraud.

3.11. In case of paying the Smart-contracts by bank card the User authorizes MODULTRAE to execute the purchase transaction and to transfer the purchased asset on behalf of the user onto the Smart contract created by the user. In such case MODULTRADE doesn't have any rights or responsibilities in regards to the purchased assets and its nature.

#### **4. THE USER'S REPRESENTATIONS AND WARRANTIES**

4.1. By registering on Site, the User expressly represents and warrants that he/she:

- follows the rules and laws in his/her country of residence and/or country from which he/she accesses this Site and Services;
- has accepted these Terms of Use;
- is at least 18 years old and has the right to accept these Terms of Use and participate in transactions involving Smart Contract, Cryptocurrencies and MTRC.

4.2. The User represents and warrants that he/she will only use the Site to perform Transactions in accordance with the conditions set forth in these Terms and that they are duly authorised and have the capacity to enter into the Transactions on the Platform.

4.3. The User represents and warrants that respective Cryptocurrency and/or goods belongs to the User and derived from legal sources.

4.4. The User represents and warrants that all Transactions being carried out do not violate the rights of any third party or applicable laws.

#### **5. MODULTRADE'S RIGHTS AND RESPONSIBILITIES**

5.1. MODULTRADE has the right to suspend the User's activities, remove advertisements in case of non-fulfilment or unduly fulfilment of the Terms of Use by the User.

MODULTRADE has the right to receive, store and process the details and information provided by the User.

MODULTRADE has the right to apply and withdraw at MODULTRADE'S own discretion any incentive, bonus, stimulation, advertisement, offer, compensation and any other program(s), which may be applicable to and agreed upon with any User and/or Smart Contract of the User.

5.2. MODULTRADE undertakes to provide the Services with the utmost effort, due care and in accordance with these Terms of Use.

5.3. MODULTRADE's responsibility shall be limited to using reasonable technical efforts to ensure the creation of the Smart Contract and the receipt of the Cryptocurrency transferred. For the avoidance of doubt the User hereby confirms his understanding that MODULTRADE does not exercise any control and/or enforcement over respective Transactions, Smart Contract and its

parties. When initiating Cryptocurrency transactions to a user who is not the MODULTRADE User, MODULTRADE responsibility shall be further limited to ensuring the transfer of the necessary technical data to the Cryptocurrency network.

5.4. To the extent permitted by law, MODULTRADE is not responsible for any damages, loss of goods, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms of Use by MODULTRADE.

5.5. MODULTRADE is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why our Site is unavailable at any given time.

5.6. MODULTRADE is not responsible for the delay, breaches in the processing made by the fault of any third parties, operators of such transactions and respective direct and indirect losses of the User. MODULTRADE is not responsible for third party web pages and services, including, but not limited to, cases when the User was re-directed from MODULTRADE to such third parties, including, without limitation, third party material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in User's jurisdiction. Such interaction of the User with third parties is always performed at User's own risk, including losses and damages, which may incur as a result of such interaction.

5.7. MODULTRADE is not responsible for the delay, cancellation or any other disruptions in the processing made by the fault of blockchain networks.

5.8. MODULTRADE is not responsible for changes or any other fluctuations of exchange rates of Cryptocurrencies.

5.9. MODULTRADE is not responsible for changes of the market prices of goods placed on the MT Market.

5.10. MODULTRADE is not responsible and is hereby released from any claims related to compliance of advertised goods, their promotion, quantity, quality, safety, technical certification and special regulatory regimes, copyright compliance, misrepresentation by the Seller, shipment and delivery, insurance, injuries, offensiveness, return and corresponding expectations of the Buyer or Seller.

5.11. MODULTRADE is not responsible for any disputes of Users related to Smart Contracts, is released from any claims, demands, and damages arising out of disputes and will not participate in such disputes as third party.

5.12. MODULTRADE is not responsible for any Miners Fees as may be applicable based on respective blockchain functionality. You accept and acknowledge that MODULTRADE does not receive any Miners Fees in connection with providing the Services, and is not responsible for the speed at which your Transactions may be verified by miners. In case of Transaction with a Miners Fee such Transaction and applicable fee are irreversible.

5.13. In the case of fraud or advertisement and sale-purchase of illegal goods listed below, MODULTRADE undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. The Users recognize that their Transactions may be frozen to the possible/applicable extent at any time at the request of any state competent authority investigating a fraud or any other illegal activity.

5.14. Nothing in these terms excludes or limits the responsibility of MODULTRADE for fraud, death or personal injury caused by their negligence, breach of the terms implied by operation of the law or any other liability which may not be limited or excluded by law.

5.15. Please note that this is a beta version of the Wallet and the Market, which are still undergoing development. The Wallet, the Market, the Site, its software and content found on it are provided on an “as is” and “as available” basis. MODULTRADE does not give any warranties as to the suitability or usability of the Wallet, the Site, its software or any of its content.

5.16. Due to the beta version of the Wallet, MODULTRADE will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by any party as a result of their use of the Wallet, the Site, its software or any of its content. All operations with the Wallet are done at the User’s own risk and the User will be solely responsible for any loss of Funds.

## **6. MODULTRADE’S REPRESENTATIONS AND WARRANTIES**

6.1. MODULTRADE shall provide the Services with reasonable care and skill and in accordance with these Terms of Use.

6.2. MODULTRADE represents and warrants that once the Services are ordered, such orders may not be cancelled or reversed.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. All content on this Site is the property of MODULTRADE and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

7.2. The trademarks, trade names, service marks and logos of MODULTRADE used on the Site (hereinafter the “Trademarks”) are the property of MODULTRADE and its respective owners. The software, applications, know-how, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to MODULTRADE. The Trademarks and other content on the Site should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated. The use of any content from the Site on any other site or a networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

7.3. MODULTRADE is not responsible for violations of third party intellectual property rights by the User.

## **8. THE USER VERIFICATION**

8.1. Identification and verification procedures (also known as “Know Your Customer” or “KYC”, including anti money laundering control and checks (“AML”), counter terrorist financing control and checks (“CTF”)) are required for all the Transactions involving fiat currencies. If the User refuses to provide required documents and/or information under KYC/AML/CTF, MODULTRADE reserves the right to immediately terminate the Services provision to the User.

8.2. The User undertakes to provide MODULTRADE with correct and relevant documents and personal information contained therein. In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity.

8.3. The User hereby authorise MODULTRADE to, directly or indirectly (through third parties), make any inquiries we consider it necessary to check the relevance and accuracy of the information provided for verification purposes.

## **9. WALLET MAINTENANCE**

9.1. The Site is for the User's personal and non-commercial use only. MODULTRADE is vigilant in maintaining the security of the Site and the Service. By registering with MODULTRADE, the User agrees to provide MODULTRADE with current, accurate and complete personal information as prompted by the registration process and to keep such information updated.

9.2. The User agrees that he/she will not act on third party name(s), or assist others in obtaining unauthorized access.

9.3. MODULTRADE reserves the right to recommend limits for Transactions. MODULTRADE could recommend daily, monthly and per one-transaction amount limits.

9.4. The User is responsible for maintaining the confidentiality of information, including, but not limited to their password, email, Wallet address and of all activities including Transactions made by Users. If there is any suspicious activity MODULTRADE may request additional information from the User, including authenticating documents and freeze the activities/Transactions for the review time. The User is obligated to comply with these security requests or accept termination of Transactions.

9.5. Use of Services or performing Transactions without obtaining a prior express permission from MODULTRADE will result in the immediate suspension of all respective Transactions, as well as all pending buy/sell orders. Any attempt to do so or to assist others (Users or other third parties), or distribution of instructions, software or tools for that purpose will result in termination of such Users' activities on the Site/Transactions. Termination is not an exclusive remedy for such a violation and MODULTRADE may decide to take further action against the User.

## **10. TRANSACTIONS**

10.1. The Platform allows the User to use the Services.

10.2. The User recognizes that the Services must be used after careful consideration and the User understands and accepts consequences. The User agrees that as soon as the Transaction with Cryptocurrency is executed, such transaction is irreversible and may not be cancelled.

Transactions with Cryptocurrency will be executed instantly upon the matching of the Buyer's and the Seller's Orders and Smart Contract, as may be applicable, without prior notice to the Seller and the Buyer and will be considered to have taken place at the execution date and time.

10.3. The User acknowledges and agrees that in case the destination address is not specified, is incorrectly indicated or the reference number is incorrectly specified, the User may lose the Cryptocurrency or at least the processing speed of such requests will be made with low priority.

10.4. The User acknowledges and agrees that Transaction may be delayed due to verifications and checks. Similarly and due to the inherent nature of the cryptocurrency networks, the User acknowledges and agrees that Transactions may take some time.

10.5. Unverified users are not allowed to proceed with Transactions.

10.6. In case if the User discovers any suspicious transaction activity, the User shall immediately notify MODULTRADE of this fact and follow the instructions sent by MODULTRADE. Otherwise, MODULTRADE reserves the right to freeze the Transaction(s) until the end of investigation.

10.7. MODULTRADE may be forced to report or otherwise present the already executed Transaction at a request of regulators or other duly empowered bodies. In such cases the User obliges to cooperate with MODULTRADE in order to discover the reasons for such request.

## **11. TRANSACTION FEE**

11.1. MODULTRADE will charge 1 (One) % of the total amount of trade value of Smart Contract calculated in MTRc.

11.2. MODULTRADE will not charge any Transaction fee for MTRc Transactions at this stage of the functioning of the Wallet.

11.3. MODULTRADE reserves the right to introduce any other Transaction fees and other fees, payments or charges, by amending these Terms of Use. In such case any applicable fees will be displayed prior to you using any Service to which a fee applies.

## **12. ILLEGAL TRANSACTIONS**

12.1. MODULTRADE reserves the right to suspend or terminate your MODULTRADE registration at any time if we reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

12.2. It is strictly forbidden to use any Services of MODULTRADE for any illegal purposes. MODULTRADE will report any suspicious activity to the relevant law enforcement.

12.3. The User shall ensure that they do not use the Services for the transactions relating to:

- money laundering, terrorist financing, proliferation of weapons of mass destruction;
- corruption;
- fraud;
- tax avoidance;
- collusion;
- human trafficking;
- any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war, hate, violence or violating human dignity;
- any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;



- archeological findings;
- tobacco, alcohol, e-cigarettes and respective liquids, drugs, drug paraphernalia, narcotics or hallucinogens or related substances of any kind;
- medical drugs and pharmaceuticals;
- weapons of any kind;
- illegal gambling services;
- Ponzi, pyramid or any other “get rich quick” schemes;
- goods that are subject to any trade embargo, trade restrictions and sanctions policy;
- trading with individuals and entities on sanctions lists;
- media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
- body parts or human remains;
- protected animals or protected plants or their parts;
- weapons or explosive materials; or
- any other criminal and/or illegal goods, services or transactions.

### **13. PERSONAL INFORMATION**

The types of Personal Information, which MODULTRADE collects may include:

1. your name;
2. your passport details;
3. your citizenship and/or place or residence;
4. your photographic identification;
5. your address;
6. your phone number;
7. your e-mail address;
8. your date of birth;
9. your goods and any other content (“Content”);
10. your Smart Contracts
11. your ratings, comments; and
12. your Transactions.

We may use your Personal Information for the following purposes:

1. to allow you to open and operate on Site;
2. to enable you to conclude Smart Contracts and complete Transactions;
3. to comply with EU GDPR Directive;
4. if you contact us, to reply to your queries;
5. to analyse use of our Site;
6. as required for regulatory purposes;
7. to provide you with information about products and promotions that may be of interest to you, from ourselves and third parties, although only if you have specifically agreed to receive such information;
8. for promotion and market research e.g. surveying our Users' needs and opinions on issues, such as our performance etc.;
9. any other purposes, as may be allowed by or required by applicable law.

Hereby you grant MODULTRADE a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works related to your Content.

We will process your Personal Information only for the purpose(s) for which it has been provided to us.

### **IP Addresses**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

### **Cookies**

We use a browser feature known as a "cookie", which assigns a unique identification to your computer. Cookies are typically stored on your computer's hard drive. Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyse trends, and administer the interface.

The information collected from cookies allows us to determine such things as which parts of our Site are most visited and difficulties our visitors may experience in accessing our Site. With this knowledge, we can improve the quality of your experience on the Site by recognising and delivering more of the most desired features and information, as well as by resolving access difficulties. We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in emails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalised experience when using our Site.

We may use third party service provider(s), to assist us in better understanding the use of our Site. Our service provider(s) will place cookies on the hard drive of your computer and will receive information that we select that will educate us on such things as how visitors navigate around our Site, what products are browsed, and general Transaction information.

Our service provider(s) analyses this information and provides us with aggregate reports. The information and analysis provided by our service provider(s) will be used to assist us in better understanding our visitors' interests in our Site and how to better serve those interests. The information collected by our service provider(s) may be linked to and combined with information that we collect about you while you are using the Site.

By using our Site you are agreeing that we may use cookies for the purposes set out above.

### **Disclosure of Personal Information**

We use the Personal Information for the purposes indicated at the time you provide us with such information, and/or otherwise for the purposes set out in this Privacy Policy and/or as otherwise permitted by law.

We may make available the Personal Information that you provide to us to our affiliates, agents, representatives, trusted service providers and contractors for these limited purposes.

We may also share Users' Personal Information with financial institutions, insurance companies or other companies in the case of a merger, divestiture, or other corporate re-organisation.

We may also share Users' Personal Information with law enforcement or regulatory agencies, as may be required by law.

Any third party, which receives or has access to Personal Information shall be required by us to protect such Personal Information and to use it only to carry out the services they are performing for you or for MODULTRADE, unless otherwise required or permitted by law.

We will ensure that any such third party is aware of our obligations and we will enter into contracts with such third parties by which they are bound by terms, which are imposed on us under applicable data protection laws.

### **Correction/Updating/Deletion of Personal Information**

You have the right to access your Personal Information and to require the correction, updating and blocking of inaccurate and/or incorrect data by sending an email to us at [support@modultrade.com](mailto:support@modultrade.com).

You may also request the deletion or destruction of the Personal Information by sending an email to us at [support@modultrade.com](mailto:support@modultrade.com).

MODULTRADE will action your request only where this is not inconsistent with its legal and regulatory obligations.

Upon your written request, we will inform you of the Personal Information relating to you that we hold and the use and general disclosure of your Personal Information. We will also give you a copy of the Personal Information we have retained. There may be a minimal charge for accessing your Personal Information.

### **Security**

We have implemented security measures to ensure the confidentiality of your Personal Information and to protect your Personal Information from loss, misuse, alteration or destruction. Only authorised personnel of MODULTRADE have access to your Personal Information, and these personnel are required to treat the information as confidential. The security measures in place will, from time to time, be reviewed in line with legal and technical developments.

### **Retention of Personal Information**

We will hold your Personal Information only for as long as it is necessary for us to do so, having regard to the purposes described in this Privacy Policy and our own legal and regulatory requirements. In accordance with our record keeping obligations we will retain Personal Information for, at least a period of 5 (Five) years after they are closed by Users.

## Links

There may be links from our Site to other sites and resources provided by third parties. This Privacy Policy applies only to our Site. Accessing those third party sites or sources requires you to leave our Site. We do not control those third party sites or any of the content contained therein and you agree that we are in no way responsible or liable for any of those third party sites, including, without limitation, their content, policies, failures, promotions, products, services or actions and/or any damages, losses, failures or problems caused by, related to or arising from those sites. We encourage you to review all policies, rules, terms and regulations, including the privacy policies, of each site that you visit.

## 14. SECURITY

14.1. The User is responsible for maintaining the confidentiality of his/her credentials, including, but not limited to a password, email, balance and of all activity including Smart Contracts and Transactions.

14.2. MODULTRADE personnel will never ask the User to disclose their password. Any message the User receives or website that he/she visits that asks for the password, other than the MODULTRADE Site, should be reported to MODULTRADE. If the User is in doubt whether a website is genuine, it is required to ensure the website is EV SSL compliant (Security Certificate Validation is shown in the address bar of a web browser).

14.3. It is advisable to change the User's password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach. MODULTRADE also advises the User not to choose a password that is easily guessed from information someone might know or gather about the User or a password that has a meaning. The User must never allow anyone to access his/her User details or watch the User accessing his/her details.

14.4. If the User has any security concerns about his/her login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact Support Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Services, login details, password or other security features. Any undue delay in notifying MODULTRADE may not only affect the security, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her details, the User should also contact an appropriate government agency and report the incident.

14.5. The User must take reasonable care to ensure that his/her e-mail account(s) are secure and only accessed by the User, as his/her e-mail address may be used to reset passwords or to communicate with the User about security. MODULTRADE cannot be liable for the breach of an e-mail account resulting an unauthorized Transaction to be executed with proper confirmation or any other breach of User's security when interacting with Wallet, performing Services and Transactions. In case any of the e-mail addresses registered are compromised, the User should without undue delay after becoming aware of this contact Support Service and also contact his/her e-mail service provider.

14.6. Irrespective of whether the User is using a public, a shared or his/her own computer to access the Services, the User must always ensure that his/her login details are not stored by the browser,

cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using.

14.7. Additional products or services the User uses may have additional security requirements and the User must familiarize with those as notified to him/her.

## **15. TERMINATION OF THE TERMS OF USE**

15.1. The User agrees that MODULTRADE may, by giving notice, at its sole discretion terminate his/her access to the Services, including without limitation, our right to: limit, suspend or terminate the service, prohibit access to the Site and its content, services and tools, delay or remove hosted content and take technical and legal steps to keep the Users off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties or acting inconsistently with the letter or spirit of these Terms.

Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate the Services for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or another User's details or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal trade, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) violation of the rights of other Users, including, but not limited to discriminatory Content, (6) failure to pay or fraudulent payment for Transactions, (7) unexpected operational or technical difficulties, or (8) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by MODULTRADE, acting at its sole discretion.

## **16. SERVICES AVAILABILITY**

16.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.

16.2. MODULTRADE will strive to keep the Site up and running; however, all online services suffer from occasional disruptions and outages and MODULTRADE is not liable for any disruption or loss the User may suffer as a result. Thus, MODULTRADE does not provide any guarantees that access to the Site will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information.

16.3. MODULTRADE will use reasonable endeavors to ensure that the User can normally access the Site in accordance with the Terms of Use. MODULTRADE may suspend use of the Site for maintenance and will make reasonable efforts to give the User a notice. The User acknowledges that this may not be possible in an emergency.

## **17. FINANCIAL OR LEGAL ADVICE**

MODULTRADE does not provide any financial, trade, investment or legal advice in connection with the Services provided by MODULTRADE. MODULTRADE may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as

such. Any decision to buy or sell Cryptocurrencies is the User's decision and MODULTRADE will not be liable for any loss suffered.

## **18. TAXATION, FEES AND DUTIES**

18.1. The User undertakes to pay all his/her taxes and duties, including, but not limited to VAT, profit and income tax, customs and other international trade fees and duties, which can be resulted from the use of MODULTRADE Services and should be paid according to the User's state of residence regulations.

18.2. The User hereby confirms his understanding that MODULTRADE will have to report the respective number and amount(s) of transactions according to applicable laws and/or at request of regulatory authorities.

18.3. MODULTRADE is not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes, fees and duties.

## **19. NOTICES AND COMMUNICATION**

19.1. MODULTRADE reserves the right to send notices to, and communicate with the User by any means of communication available to MODULTRADE, considering the contact details provided by the User.

19.2. The User expressly agrees to receive any notices in electronic form and to be bound by them, if so is required by the Terms of Use.

19.3. The main official information channel of MODULTRADE is the Site.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Use shall be governed by and construed in accordance with the laws of the United Kingdom, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with this website and these Terms of Use shall be submitted to the United Kingdom Court in London (main office), as the Court of first instance. If any portion of these Terms of Use shall be deemed invalid, void or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

## **21. LIMITATION OF LIABILITY**

21.1. IN NO EVENT SHALL MODULTRADE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (II) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT,

PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE AND/ OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT MODULTRADE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL MODULTRADE'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER TO MODULTRADE FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

21.2. MODULTRADE will not be liable for the Transactions, initiated by the User, below the prescribed limits.

## **22. INDEMNITY**

The User agrees to protect, defend, indemnify and hold harmless MODULTRADE and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by MODULTRADE directly or indirectly arising from (i) the User's use of and access to this Site or the Services found at this Site; (ii) the User's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) the User's violation of any third-party right, including without limitation any intellectual property, personal data or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Use or the User's use of this Site or the Services found on this Site.

## **23. MODIFICATIONS AND AMENDMENTS**

MODULTRADE reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. The changes will become effective and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services. The

User agrees that MODULTRADE shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

## **24. FORCE MAJEURE**

If MODULTRADE is unable to perform the Services outlined in the Terms of Use due to the factors beyond its control including but not limited to the event of Force Majeure, change of law or change in sanctions policy, MODULTRADE will not have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

## **25. LINKS TO THIRD-PARTY WEBSITES**

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by MODULTRADE. MODULTRADE assumes no responsibility for the content, terms and conditions, privacy policies or practices of any third-party websites. In addition, MODULTRADE does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release MODULTRADE from any and all liability arising from the User's use of any third-party website. Accordingly, MODULTRADE encourages the User to be aware when the User leaves this Site or the Services found at this Site and to review the terms and conditions, privacy policies and other governing documents of any other website that you may visit.

## **CONTACT US**

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms and/or your use of the Site and the Service or any other matter, please, contact **[support@modultrade.com](mailto:support@modultrade.com)**.