

Terms And Conditions

By registering to the Distincor Services Sp. z o.o platform and using The Services, you agree that you have read, understood, and accepted all of the Terms and Conditions of Distincor Services Sp. z o.o. At any time Distincor Services Sp. z o.o have the right to modify Terms and Conditions.

1. DEFINITIONS

1. Account Information refers to a password and such information which may be provided by you as part of our security and verification procedures.

2. Business Day refers to official working day of the week in Poland.

3. Company refers to Distincor Services Sp. z o.o Distincor Services Sp. z o.o

4. Crypto-to-crypto trading refers to transactions in which one virtual currency is exchanged for another virtual currency.

5. Crypto-to-fiat trading refers to transactions in which virtual currency is exchanged for fiat.

6. Digital Assets refer to Virtual Currencies that exist or are stored in digital form, and are digital representations of values that are not issued or guaranteed by a central bank or public authority.

7. Digital Currencies refer to digital or virtual currency that is secured by cryptography, refer to their derivatives or other types of digitalized assets with a certain value.

8. Eligibility Criteria refers to set of requirements that must be met.

9. Fiat-to-crypto trading refers to transactions in which fiat is exchanged for virtual currency.

10. Services refer to various services provided to you by Distincor Services Sp. z o.o that are based on Internet and/or blockchain technologies and offered via Distincor Services Sp. z o.o websites, platform and mobile application. Distincor Services Sp. z o.o Services include but are not limited to such ecosystem components as Digit Asset Exchange Platform, Wallets and novel services to be provided by Distincor Services Sp. z o.o .

11. Site/Platform refers to <https://distincorservices.com/> website.

12. Distincor Services Sp. z o.o is Distincor Services Sp. z o.o trading name.

13. Transaction Charges refers to any fee charged by a bank/financial institution upon processing a valid refund request.

14. User refer to all individuals or organizations that access, download or use Distincor Services Sp. z o.o Services and are identified, verified and approved by Distincor Services Sp. z o.o Compliance Team.

15. Users Accounts refer to an account that will be created for users use on the platform and users will be provided with required Account Information to enable access to the Account.

2. USER AGREEMENT

These Terms of User Agreement (hereinafter "Agreement") along with our Company Privacy Policy, constitutes a legally binding agreement between you, whether personally or on behalf of an entity and Distincor Services Sp. z o.o and its affiliated companies, websites, applications and tools, concerning your access to and use of <https://distincorservices.com/> website as well as any other media form, media channel, mobile website or mobile application related or connected thereto.

Company makes no representation that the Sites is appropriate or available in other locations other than where it is operated by Company. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2.1. User Account

An account will be created for your use on the Site and you will be provided with required Account Information to enable your access to the User Account. To access any Services, you must activate your User Account by following the identity verification process. Failure to complete the User Account activation identification process as per the specified process will entitle the Company to terminate the said User Account. If you register on the Site through any third-party website, for example, Gmail, the login information of such third-party account shall be considered part of the Account Information. You must always treat Account Information as confidential and must not disclose it to any third party. Any access to them through your User Account shall be considered as access by you or on your behalf and you shall be solely responsible for any activity carried out in, by or through your User Account on the Site.

3. Eligibility

By registering to use a Distincor Services Sp. z o.o User Account, you represent, consent and warrant that:

as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws;

as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms;

you have not been previously suspended or removed from using Distincor Services Sp. z o.o Services;

you do not currently have a Distincor Services Sp. z o.o User Account;

you are not located in, or a resident of any Restricted jurisdictions;

you will not use the Distincor Services Sp. z o.o Services if any applicable laws in the User jurisdiction prohibit the User from doing so;

you are a non-U.S.

You are solely responsible for ensuring that You are compliant with these Terms of Use with all laws, rules, and regulations applicable to you. If your right to access the Services is revoked or use of the Services is in any way prohibited, in such circumstances, you agree not to use or access the Site and use the Services in any way;

4. Prohibition of use

Distincor Services Sp. z o.o restrict and prohibit the use of our services from, and by residents or nationals of the following jurisdictions:

Afghanistan

Albania

Barbados

Botswana

Burkina Faso

Burma

Burundi

Cambodia

Cayman Islands

Central African Republic

Crimea

Cuba

Democratic People's Republic of Korea (DPRK)

Democratic Republic of the Congo

Ghana

Haiti

Iran

Iraq

Jamaica

Lebanon

Libya

Mali

Malta

Mauritius

Morocco

Myanmar

Nicaragua

North Korea

Pakistan

Palestine

Panama

Philippines

Senegal

Somalia

South Sudan

Sudan

Syria

The Bahamas

Trinidad and Tobago

Uganda

United States of America

Vanuatu

Venezuela

Yemen

Zimbabwe

By accessing and using Distincor Services Sp. z o.o services, you represent, consent and warrant that you have not been included in any economic sanctions list, the list of specially designated nationals maintained by OFAC (the office of foreign assets control of the U.S. department of the treasury), or the denied persons or entity list of the U.S. department of commerce. Distincor Services Sp. z o.o reserves the right to choose markets and jurisdictions to conduct business with.

5. ACCESS TO THE SITE

We do not guarantee that your use of the Site will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of the Site without notice. We will not be liable to you including without limitation for any losses incurred due to the volatility of prices of the Digital Asset if for any reason the Site is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and Conditions of Distincor Services Sp. z o.o and other applicable terms and conditions and that they comply with them.

6. LIABILITY

Users are responsible for their actions in connection with the use of the Site, service, and their Accounts. Users are also responsible for protecting access information to the Site including, but not limited to, usernames, passwords, and bank account details. The Company is not responsible for the outcome, whether positive or negative, of any action performed by any of its users within or related to the Site. Some deposits and withdrawal methods require the Company to use personal details of the user including, but not limited to, name, address, email, phone number, and bank account number, etc. and you agree that Company can use this information to facilitate deposits and withdrawals. The Company shall be in no manner be liable for any transaction failure or loss caused due to any fault on part of the User including for the User providing any wrong information or detail. In the event the User deliberately provides false information and/or provides any misrepresentation and/or attempts to create false identity/ID and/or impersonate any other person and/or attempts to breach the Distincor Services Sp. z o.o Terms and Conditions, the User shall be liable to indemnify the Company and the Company may take all necessary legal actions against the User, including any criminal action.

The parties agree that in no event shall the Company or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the use of our Site, Service, or these Terms and Conditions. In case the applicable laws do not permit the limitation or exclusion of damages as described above, our aggregate liability (including the liability of our affiliates, officers, directors, agents, employees,

and suppliers) in respect of claims based on events arising out of or in connection with any single member's use of the Website, whether in contract or tort or otherwise, shall in no circumstances exceed the amount of the transaction(s) that are the subject of the claim less any amount of commission that may be due and payable in respect of such transaction(s).

We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of Digital Assets that You may purchase or sell to or from a third party (including other users of the Services). We are not responsible for ensuring that a third-party buyer or seller You transact with on the Site will complete a transaction or is authorized to do so. We shall not be liable or responsible for any risk associated with such third-party transaction, including any issue that may arise in respect of banking transactions that You may undertake in pursuance thereof.

7. IDENTIFICATION

You agree to provide us with the information we request (that we may request at any time deemed necessary) for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You are required to successfully complete Identification and Verification procedure via third-party AML/KYC provider Sum and Substance Ltd, registered in the UK, Company Registration Number: 09688671. Address: 30 St. Mary Axe, London, England, EC3A 8BF before you are permitted to start using the Distincor Services Sp. z o.o Services and to access specific Distincor Services Sp. z o.o Services, including certain transfers of E-Money and Digital Currency, and the limits that apply to your use of the Distincor Services Sp. z o.o Services may be altered as a result of information collected on an ongoing basis.

Distincor Services Sp. z o.o in some cases is obliged to perform person's verification with information technology means and the Client and its representative agrees to the conditions of identification of a person and verification of person's identity with information technology means (which includes necessity to use video camera with appropriate resolution and light level, show Your identification documents and perform other necessary activities, if requested). The Client and its representative also agrees that his or her personal data will be processed and recorded in the course of the procedures of such identity verification and that such procedures are performed by third party specifically assigned by the Distincor Services Sp. z o.o .

The information we request may include (but is not limited to) personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (e.g. international mobile subscriber identity and international mobile equipment identity) and other subscriber status details, and any such information that Distincor Services Sp. z o.o is required to collect from time to time under applicable law.

You may also be required to undergo "Enhanced Due Diligence", where Distincor Services Sp. z o.o may request that you submit additional information about yourself or your business, provide relevant records, and arrange for meetings with Distincor Services Sp. z o.o staff so that Distincor Services Sp. z o.o may, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of Distincor Services Sp. z o.o Services.

In providing us with this or any other information that may be required, you confirm that the information is true, accurate and complete, and you have not withheld any information that may influence Distincor Services Sp. z o.o evaluation of you for the purposes of your registration for a Distincor Services Sp. z o.o Account or the provision of Distincor Services Sp. z o.o Services to you. You undertake to promptly notify in writing and provide Distincor Services Sp. z o.o with information regarding any changes in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be required by Distincor Services Sp. z o.o and/or applicable law. You permit us to keep records of such information.

You authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on

your credit rating. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Distincor Services Sp. z o.o Services and/or before permitting you to engage in transactions beyond certain volume limits.

8. PAYMENTS & TRANSACTIONS

By making use of Distincor Services Sp. z o.o Services, you acknowledge and agree that:

you are aware of the risks associated with transactions of digital currencies and other derivatives

you shall assume all risks related to the use of Distincor Services Sp. z o.o services and transactions of digital currencies; and

Distincor Services Sp. z o.o shall not be liable for any such risks or adverse outcomes.

The use of all Distincor Services Sp. z o.o Services is subject to a limit on the volume, stated in EUR or other fiat currency or Digital Currency, you may transact or transfer in a given period (e.g. daily, monthly). Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary. If you wish to raise your limits beyond the posted amounts, you may submit a request to support@distincorservices.com

Distincor Services Sp. z o.o supports the following top up methods:

a) Fiat:

Bank Transfers (SEPA)

Card Transfers (VISA/MCC)

* With these Terms and Conditions, you consent and warrant that bank and card transfers will be made only from your own bank account. The name and surname must match with the name registered on Distincor Services Sp. z o.o User Account.

b) External Wallet

* With these Terms and Conditions, you consent and warrant that external cryptocurrency wallet belongs to you and are registered within your name.

Distincor Services Sp. z o.o supports the following withdrawal methods:

c) Fiat:

Bank Transfers (SEPA)

Card Transfers (VISA/MCC)

d) External Wallet

* With these Terms and Conditions, consent and warrant that withdrawal to bank account and/or external wallet will be made only to your own account.

We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Distincor Services Sp. z o.o staff if you wish to raise your limits ("Enhanced Due Diligence"). In our discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

9. RESOLUTION OF DISPUTES & APPLICABLE LAW

Distincor Services Sp. z o.o and the User agree that any disputes arising between them shall initially be attempted to be resolved by mutual negotiations. In such a case, the User shall contact Distincor Services Sp. z o.o by sending an email describing the dispute to the support@distincorservices.com Distincor Services Sp. z o.o will contact the User via the email that was used for registration or any other

information channel that the User provided to Distincor Services Sp. z o.o in order to access the Platform.

The provisions of the Services shall be governed by and interpreted in accordance with Polish Law and the parties submit to the exclusive jurisdiction of the Polish Court.

If You experience a problem in buying or selling Digital Assets from or to a third party or If You believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, you may notify us via support@distincorservices.com so that We may consider what action to take. Our decision in relation to such dispute shall be final and binding on You.

Notwithstanding anything contained herein, we reserve the right to decide if a dispute exists in relation to any transaction undertaken on the Site by You with a third party and our decision in relation to the same shall be final and binding on You.

10. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Distincor Services Sp. z o.o logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively " Distincor Services Sp. z o.o Materials") are the proprietary property of Distincor Services Sp. z o.o or our licensors or suppliers.

We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Distincor Services Sp. z o.o Materials for your personal or internal business use. Such license is subject to these Terms and does not permit

any resale of the Distincor Services Sp. z o.o Materials;

the distribution, public performance or public display of any Distincor Services Sp. z o.o Materials;

modifying or otherwise making any derivative uses of the Distincor Services Sp. z o.o Materials, or any portion thereof; or

any use of the Distincor Services Sp. z o.o Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

11. AMENDMENT AND CHANGES

We may revise these Terms and Conditions at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services.

12. TAXES

It is Your responsibility to determine, collect, report, and submit any taxes applicable to the payments You make or receive in connection with the use of the Site and the Service to the appropriate tax authority. The Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

13. FEES

You agree to pay Distincor Services Sp. z o.o the fees as per live rate. Distincor Services Sp. z o.o may, in its discretion, update the fees at any time. Any updated fees

will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Distincor Services Sp. z o.o to deduct from your account any applicable fees that you owe under these Terms. Fees are calculated as a percentage of the trade's quote currency volume (by default).

Additional fees might be applicable for corporate customers that will be determined separately from this User Agreement.

14. SUSPENSION, CANCELLATION, AND TERMINATION

You may cancel services and/or terminate this agreement with the Distincor Services Sp. z o.o , and close your User Account at any time, following the settlement of any pending transactions.

You agree that Distincor Services Sp. z o.o may, by giving notice, in its sole discretion, terminate your access to the Site and to your User Account; including without limitation, suspending or terminating the Service and Users' Accounts, prohibiting access to the Site and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep Users off the Site if we reasonably perceive that such Users are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Conditions.

Notwithstanding the above, we may, in appropriate circumstances and at our sole discretion, suspend or terminate Accounts of Users for any reason, including without limitation

attempts to gain unauthorized access to the Site or another User's account or providing assistance to others' attempting to do so,

overcoming software security features limiting use of or protecting any content,

usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities,

violations of these Terms and Conditions,

failure to pay or fraudulent payment for transactions,

unexpected operational difficulties, or

upon the request of any governmental authority, if deemed to be legitimate and compelling by the Company, acting in its sole discretion.

We also reserve the right to cancel unverified Accounts or Accounts that have been inactive for a period of 6 months or more, and/or to modify or discontinue our Site or Service. Users agree that the Company will not be liable to them or to any third party for termination of their Account or access to the Site.

You hereby agree that the suspension of an Account shall not affect the payment of the commissions due for past transactions. Upon termination, Users will receive any monies owed to them via their registered bank account with the Company.

We may suspend, restrict, or terminate your access to any or all of the Distincor Services Sp. z o.o Services and/or deactivate or cancel your Distincor Services Sp. z o.o Account without reason. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Distincor Services Sp. z o.o Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that Distincor Services Sp. z o.o is under no obligation to disclose the details of its risk management and security procedures to you.

15. RISKS

A considerable loss may be sustained/incurred while trading in Distincor Services Sp. z o.o , hence you are advised to determine your financial circumstances and risk tolerance before trading and carefully consider the following risks: Digital Assets are currently unregulated, holding and transferring some or all Digital Assets may be deemed illegal in the future. You are encouraged to obtain appropriate legal counsel regarding the same before using the Site. 'Virtual currencies' (including all cryptocurrencies) have not been recognized or authorized as a medium for payment, as a commodity for trade, or in any form, by the central bank, monetary authority, or governmental or regulatory body. The value of any Digital Asset is very volatile and you may sustain a total loss of your Funds. Digital Assets are not backed by a central

bank or any other financial regulator and as such, there is no third party that may take any corrective action upon the occurrence of a global/regional crisis. Since Digital Assets are held online, they are susceptible to security breaches and government crackdowns that may end up compromising the integrity or anonymity of the system that produces such Digital Assets.

You acknowledge that the aforementioned is an inexhaustive statement of risks associated with the trade of Digital Assets and that there may be additional risks not listed or foreseen by the Company. By creating User Account you acknowledge that you have carefully assessed your financial standing and risk tolerance and you confirm that the same is suitable for trading in Digital Assets.

16. COMMUNICATION

When you visit the Site or send e-mails to us, you are communicating with us electronically. You also consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Site and the App and it shall be deemed to have been received by you once it is reflected assent in the outbox of our e-mail id.

17. ASSIGNMENT

You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without your consent. You shall, however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.