

## TERMS OF USE

### 1. Introduction

These Terms of Use constitute an electronic agreement between you ("Client") and Effective Global Solutions UAB, registration number: 305970282, registered and location address: Vilnius, Eišiškių Sodų 18-oji Str.11, Lithuania, business location address Švitrigailos g. 7 / off 307, LT-03110 Vilnius ("we", "us", "Neocrypto"). Effective Global Solutions UAB is authorised by the Financial Crime Investigation Service of the Republic of Lithuania to provide virtual currency exchange operator services.

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://neocrypto.net> website and accessing the Neocrypto services. Neocrypto provides a fiat-to-virtual currency exchange service ("Service") and your use of it is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, Clients and others who access or use the Service. If you do not agree to accept and comply with any of the provisions of the Terms of Use, or if the Terms of Use are contrary to your national law or to the law of your location, you agree not to use the Service, otherwise, you are liable for all losses and damages to the Service or to third parties, caused by your failure to follow the Terms of Use.

By signing up to use the Service, you agree that you have read, understood, and accept all of the terms and conditions contained in these Terms, as well as our Privacy Policy, AML/KYC Policy, Anti-Fraud Policy, Refund Policy and Cookies Policy which represent essential and integral parts of these Terms. In addition, when using the Neocrypto particular services, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time.

To be eligible to use the Service, you represent and warrant that:

- You are at least 18 years old and have the legal age of applicable jurisdiction;
- You are an individual with full legal capacity and capability and sufficient authority to agree to these Terms;
- You are the legal owner of funds used to receive the Services in connection with these Terms, and these funds come from legal sources;
- You are the ultimate beneficial owner of the bank card used for the purchase of virtual currency;
- You are the ultimate beneficial owner of the external virtual wallet address to which you ask Neocrypto to transfer the purchased virtual currencies;
- You are not providing us with misleading, untruthful or fraudulent information;
- You were not previously prohibited or restricted in using our Service;
- You are not a subject to any trade embargoes or sanctions of any country or organization or try to assist any third party to circumvent any trade embargoes or sanctions regimes;
- You are not in violation of any of the provisions of these Terms or applicable Laws and regulations.

Neocrypto reserves the right to choose markets and jurisdictions in which it operates, and may also restrict or refuse provision of the Service in certain countries if deemed necessary.

### 2. Changes

Occasionally we may, in our discretion, make changes and improvements to these Terms of Use. By continuing to use the Service after those changes are made, you express and acknowledge your acceptance of the changes.

### 3. Access to Neocrypto

Clients access the Service through the interface of Neocrypto at <https://neocrypto.net/>. To access the Service, the Client must first provide us with certain personal information, including, but not limited to, telephone number, e-mail address, payment information, and successfully complete the know-your-customer ("KYC") identification and verification process for purchased above a certain internally set limit which shall not exceed 700 euros. The Client is prohibited to provide his access information to third parties or to other Clients. In the case of theft of the access information to Services or access itself by a third party, the Client bears the burden of proving he was not responsible. In submitting your personal information that may be required, you confirm that the information is accurate and authentic, and you agree to update it if any information changes by contacting us at [support@neocrypto.net](mailto:support@neocrypto.net).

By accessing the Service, you authorize Neocrypto to send, directly or through third parties, requests Neocrypto considers necessary to confirm your identity or protect you and/or Neocrypto from fraud or crimes, as well as to take measures Neocrypto will reasonably find necessary based on the results of such requests.

Virtual currency purchase is a high-risk operation. Before investing into any altcoin, it is necessary to analyze all possible risks associated with the fall in its value. It is required to consider that some virtual currencies can completely devalue and stop trading. Neocrypto is not responsible for sharp fluctuations in virtual currencies, its fall in value, impairment, delisting from the website and third-parties' mobile wallets.

### 4. Service Provided

Eligible Clients in certain jurisdictions may buy supported virtual currencies with fiat currencies through the interface of Neocrypto. The Service is subject to the conversion rate for the given transaction. That conversion rate will be displayed on the page of your order with all fees included. After submitting a request for buying virtual currency with fiat currency, you will need to complete the verification procedures that include, amongst others, verifying your credit card information and your phone number. Neocrypto reserves the right to delay the Service transaction if it perceives a risk of fraud or illegal activity. Neocrypto may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Neocrypto Services and/or before permitting you to engage in transactions beyond certain volume limits.

The amount that the Client receives may differ from originally shown due to sharp jumps in rate.

ONCE YOU ARE ENABLED TO PURCHASE THE VIRTUAL CURRENCY DELIVERY WILL BE INSTANT AND THE TRANSACTION IS DEEMED COMPLETE.

The virtual currencies that Neocrypto supports may change from time to time. Under no circumstances should you attempt to use the Service in any form that is supported by Neocrypto. Neocrypto assumes no responsibility or liability in connection with any attempt to use the Neocrypto Service for virtual currencies that Neocrypto does not support.

Neocrypto processes supported virtual currency according to the instructions received from its Clients. You should verify all transaction information prior to submitting instructions to Neocrypto. Neocrypto may charge network fees (miner fees) to process a virtual currency transaction on your behalf.

Neocrypto will calculate the network fee in its discretion, although Neocrypto will always notify you of the network fee at or before the time you authorize the transaction.

## 5. Restrictions and Intellectual Property Rights

License: We grant you a limited, nonexclusive, non transferable license, subject to these Terms, to access and use the Service, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by Neocrypto. Any other use of the Service or Content is expressly prohibited and all other right, title, and interest in the Service or Content is exclusively the property of Neocrypto and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, or in any other way exploit any of the Content, in whole or in part. "Neocrypto.net", "Neocrypto", and all logos related to the Neocrypto or displayed on the Neocrypto.net are either trademarks or registered marks of Neocrypto or its licensors. You may not copy, imitate or use them without Neocrypto prior written consent.

Neocrypto will not provide, exchange or in any other manner disclose your transactional data or personal information to anyone, except for the purposes and by means specified in our Privacy Policy.

You are prohibited from using the Service to carry out transactions that are prohibited according to the AML/KYC Policy posted on our website <https://Neocrypto.net/amlkyc.html>, as well as to carry out other actions defined by the AML/KYC Policy as prohibited.

## 6. Warranties and Limitations of Liability

Although we intend to provide accurate and timely information on the Service, the Service may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

Transmission of data on Neocrypto is encrypted using SSH, HTTPS, and SSL/TLS. No method of transmission, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

By using the Service you agree that Neocrypto is not responsible, in any way, for any consequences resulting from use of information provided by the Service.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software.

Although Neocrypto takes all necessary and reasonable measures to keep the Service up and working, by using the Service, Clients do so at their own risk. The Service is provided without any guarantees, representations and warranties, express or implied, provided by law with respect to software or sites, including, but not limited to warranties or conditions of quality, performance, non-infringement, merchantability, and fitness for use for a particular purpose. The Service does not represent or warrant that the Service or any other related software will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free, or will operate without packet loss.

IN NO EVENT WILL THE LIABILITY OF NEOCRYPTO, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF NEOCRYPTO AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF NEOCRYPTO SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO EFFECTIVE

GLOBAL SOLUTIONS UAB UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

In particular Neocrypto shall not be liable for:

- Loss of any actual or anticipated profits, income, or any indirect, special, incidental or consequential damages and loss of opportunities;
- Any indirect, special, incidental or consequential damages;
- Any damage to or corruption of data (whether direct or indirect);
- Loss of goodwill or reputation (whether direct or indirect).

You shall be solely responsible for the correctness of the external wallet address you specify when accessing the Service. We shall not be responsible if the address you stipulated proves to be wrong, invalid or unsuitable for the particular type of virtual currency. We shall not be liable for the circumstances that affect the transaction after the supported virtual currency has been sent to the wallet address you stipulated. If there is a confirmation on blockchain that the supported virtual currencies have been sent, our obligations shall be treated as fully performed.

#### 7. Force-Majeure

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

#### 8. Suspension, Termination, and Cancellation

Neocrypto may suspend, restrict, or terminate your access to any or all of the services, and/or deactivate or cancel your access to Neocrypto if we are so required by a facially valid subpoena, court order, or binding order of a government authority; or we reasonably suspect you of using our Service in connection with a prohibited use or business; or use of your access to Neocrypto is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity on Neocrypto; or our service partners are unable to support your use; or you take any action that Service deems as circumventing Neocrypto's controls.

Neocrypto draws your attention to the fact that purchase of bitcoins and other altCoins in favor of or those closely related to gambling, darknet market, deep web, investment scams, sanctions, fraud, money laundering, terrorism financing, ransomware, etc. is prohibited through Neocrypto. We analyse all crypto wallets provided by third parties to which the virtual currency is sent and can request additional information, block funds and report to the competent authorities in case of detecting suspicious transactions.

Should your access to the Service be terminated, your personal and transactional information that meet data retention requirements will be securely stored for 5 (five) years.

#### 9. Safety of Access Information

You must maintain adequate security and control of any and all IDs, personal identification numbers (PINs) or any other codes that you use to access Neocrypto. Any loss or compromise of the foregoing information and/or your personal information is your responsibility, and it may result in unauthorized

access to your Neocrypto profile by third-parties and the loss or theft of funds held in your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date with us in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of Neocrypto login credentials due to no fault of Neocrypto and/ or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Neocrypto access information has been compromised, contact Neocrypto Support at [support@Neocrypto.net](mailto:support@Neocrypto.net) immediately.

#### 10. Complaints Resolution

If you have any feedback, questions, or complaints, write us an email to [support@Neocrypto.net](mailto:support@Neocrypto.net) .

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. A Customer Complaints agent will consider your complaint. The agent will consider your complaint without prejudice based on the information you have provided and any information provided by Neocrypto. Your complaint will be considered within a reasonable time. An agent will offer to resolve your complaint in the way you requested; make a determination rejecting your complaint and set out the reasons for the rejection; or offer to resolve your complaint with an alternative solution. You agree to use the complaints procedure of this section before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

#### 11. General Provisions

Neocrypto does not offer general or personal financial advice. Nothing in this website is intended to be or should be taken as financial, legal or taxation advice. Clients should seek their own financial, legal, tax and accounting advice as to the likely outcomes for them of trading virtual currency.

Neocrypto is not your agent in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent of Neocrypto, including any right or obligation related to the enforcement of Laws or the change of control. We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without obtaining your consent or approval.

Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English, and the English version shall prevail.

#### 12. Limits

Neocrypto imposes limits on transactions and may, at any time and in its sole discretion, change applicable limits on transaction amounts as it deems necessary. Neocrypto may, for example, impose additional limits on the transaction amount permitted via the Service or impose any other conditions or restrictions for trading. Neocrypto may, in its sole discretion, change applicable limits if it believes the transactions violate applicable laws, Neocrypto's policies, or these Terms.

When the Client reaches transaction limits, the Client may decide to provide Neocrypto with some additional information in order to increase transaction limits, including answers to the questions about how the Client developed an interest in bitcoins and other altcoins, the purpose of his or her transactions, his or her trading strategy, the Client's biography, and the source of wealth or funds operated on Neocrypto, including documentary evidence (e.g., a bank statement showing the receipt of

a salary, a contract for the sale of an interest in a business, etc.).

Neocrypto will give you notice of any limitation on the transaction via Service, but Neocrypto may if it is reasonable to do so, limit the transaction without prior notice to you. You acknowledge that Neocrypto's decision to limit the transaction amounts may be based on confidential criteria that are essential to Neocrypto's risk management and security protocols and that Neocrypto is under no obligation to disclose the details of its risk management and security procedures to you unless otherwise provided by the Privacy Policy.

### 13. Privacy Policy

Our Privacy Policy is published on the website <https://Neocrypto.net/privacypolicy.html> and is an essential and integral part of these Terms.

Our Privacy Policy is based on 6 main principles, ensuring your personal data protection:

- Lawfulness, Fairness and Transparency: data processing is to be performed fairly, in accordance with applicable laws and in a transparent manner;
- Purpose Limitation: data processing is limited to a purpose of the Services provision;
- Data Minimisation: personal data collection takes place in a volume necessary for processing purposes;
- Accuracy: we take all reasonable steps to keep your personal data accurate and up to date, otherwise we erase it;
- Storage Limitation: we store your personal data in a form, which permits to identify you as a data subject as long as it is necessary for processing purposes;
- Integrity and Confidentiality: while processing your personal data, we ensure protection against unauthorised or unlawful processing, accidental loss, destruction or damage.

Neocrypto collects and processes personal data with your consent, for compliance with a legal obligation which Neocrypto is subject to or when we have assessed it is necessary for the purposes of the legitimate interests pursued by Neocrypto or a third party to whom it may be necessary to disclose information. We collect and process personal data when it is needed for the performance of our agreements with clients in order to provide a full-function service and appropriate facilities. Data collection is required in order to maintain contact with our clients as well as to provide stable operation of the service and optimize it. We may also use your personal information to send important notices, such as communications about purchases and changes to our Terms, conditions, and policies because this information is important to your interaction with Neocrypto.

Before using our Service you shall provide express consent to process your personal data including, but not limited to your name, address, phone, email, as well as any other information reported to the Service voluntary for the purposes of the Services provision. When you use Neocrypto Services, we may collect information about your computer, mobile device, or other access device for fraud prevention purposes, to monitor for possible breach of your access to Neocrypto Service. You may choose to provide us with access to certain personal information stored by third parties.

We store collected personal data during the period required to achieve the goals or during the period required by law.

Neocrypto does not take any decisions involving the use of algorithms or profiling that significantly affects you.

We undertake an obligation to process, to record, to store, to use and to transfer the personal data provided by maintaining physical, electronic, and procedural safeguards in compliance with applicable

law. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for the employees/service providers, who are acknowledged to our corporate personal data protection policy. Except to the extent required by any applicable law or governmental or judicial body, we will not disclose your personal information to any third party without your prior written consent.

#### 14. Cookie Policy

When you access our website or any Neocrypto Services, we or our counterparts may place small data files called cookies on your computer or other device. Cookies were designed to help a website operator determine that a particular Client had visited the site previously and thus save and remember any preferences that may have been set.

Cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms.

Cookies allow us to count visits and traffic sources, so we can measure and improve the performance of our site. They help us know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous.

The processing of cookies is regulated by a separate document posted on the website <https://Neocrypto.net>. Please be guided by the provisions of the Cookies Policy when considering issues related to cookies.

#### 15. Jurisdiction

These Terms and the relationship of the parties regarding the Service will be governed by and construed in accordance with the Laws of the Republic of Lithuania depending on which company act as a counterparty to you in these Terms, the without reference to conflict of law or choice of provisions of the law, and the parties unconditionally submit to the exclusive jurisdiction of the courts of Lithuania to resolve any dispute (including claim procedure, lawsuit) regarding these Terms.