

# Terms and Conditions – Terms of Service

In these Terms and Conditions of Service:

- “Licensee” refers to the person or organization signed up to use CryptoSecure Platform products or services.
- “Licensor” refers to the CryptoSecure Service Provider and Administrator, Crypto Investor, Inc., which in turn relies upon continued product improvements as updated from time to time by the CryptoSecure Technical Development Team and/or any of its partnered providers including PreCharge, Jentu Technologies, Inc, and Key Capital Corporation.
- “Service” means the provision and use of any software, service, Platform, and/or the provision and use of all updates issued by the Licensor(s) or service provider as the case may be, from time to time, and the installation, technical support, accounting and billing services provided by or on behalf of the Licensor.

## Acceptance of Terms

The Licensor provides the Service to the Licensee subject to the following Terms of Service (“TOS”), which may be updated from time to time by the Licensor without notice being emailed or directly communicated to the Licensee. The Licensee and the Licensor shall be subject to any posted guidelines, rules and recommended best practices applicable to the use of the services which may be posted and updated from time to time. All such guidelines, rules and recommended best practices are hereby incorporated by reference into the TOS.

## Description of Service

The CryptoSecure Platform and its security solutions and/or Service are a suite of products and services provided by the Licensor for the purpose of delivering security solutions within the cryptocurrency and or fiat market. It can be delivered to the Licensee as a Web service, an App service or a Device. This includes a rich collection of on-line resources and applications. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new functions and capabilities, shall be subject to the TOS. The Licensee understands and agrees that the Service is provided “as is” and that the Licensor assumes no liability for how the Licensee uses the service, the timeliness or the failure of the service to operate.

## Payment, Commencement, and Term

The Service may be charged in advance and may be billed as soon as it is provisioned. Any of the products or Service may have a once-off payment, a payment plan with a series of periodic payments, pay per use plans, or a recurring subscription. Where a product or Service has a contract term the Licensee agrees to pay for the full term of the agreement, and if terminating early agrees to pay the balance of funds outstanding through to the end of the contract. Payment may be by SECURE tokens, or by a recurring credit card authority and may be charged each period in advance of the Service. Unless stipulated, no refund is provided on the Service. The Licensor reserves the right to adjust pricing of any Services at its discretion.

## Free Services

If a free Service is provided to the Licensee it is done so without warranty and the Licensor reserves the right to withdraw the free Service at any time and without prior notice.

## Reasonable Use

The Licensee agrees to use the Service for the purpose it was designed for, being an alternative computing platform to perform online cryptocurrency, fiat and or blockchain based transactions securely. If the Licensee abuses the Service or uses it to attack other systems then the Licensor, at its sole discretion, has the right to cancel the Service immediately in which case the Licensee agrees to pay on demand the outstanding balance of fees due to the completion of the term of the agreement. The Licensee agrees that the Licensor may alter the limits of use for the Service. The Licensee agrees that the Licensor reserves the right to disable accounts that are inactive for an extended period of time and that Licensor reserves the right to implement changes at its sole discretion, with or without notice.

## Terms and Conditions of Supply

The Licensee agrees to heed the warnings and recommendations issued by the Licensor on the best practices to follow when using its products and Services. The Licensee understands that failure to follow these practices could render the intended security solution ineffective.

## No Resale of Service

The Licensee agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service without the prior consent of the Licensor.

## Equipment and Software

The CryptoSecure Platform and/or products and/or Service, together with any added enhancements incorporated from time to time, its hardware and software are owned by and is the property of the Licensor. They are provided to the Licensee for the purpose of accessing the Service. The Licensor retains full title to the equipment and software notwithstanding the Licensee's possession and use. The Licensee agrees not to copy or reverse engineer the CryptoSecure Platform technology and/or products and/or Service, and to return any equipment and delete any software or data provided by the Licensor within 7 days of termination of this agreement.

## Unlocking for Transfer to another Machine

If an account is locked to a specific machine, then it can be un-locked and transferred to another machine by resetting the Service. The account will then re-lock onto the first machine that it is logged in from. There is a protocol for Licensees to establish their proof-of-identity to ensure an account cannot be hi-jacked. A re-provisioning fee may be charged to cover these costs on each reset.

## Indemnity, Limitation of Liability and Exclusive Remedy

The Licensee agrees and acknowledges that the Service is a valuable barrier to help prevent cryptocurrency and/or fiat theft and/or fraud but fully realizes that any system working in conjunction with other systems could become compromised through various mechanisms such as network openings, physical office security, actions by internal staff, social engineering and other means. The Licensee acknowledges that the Licensor therefore provides the Service "AS IS" and with best endeavor and effort but otherwise the Licensor has no say in how the Licensee uses the system and so the Licensor takes no responsibility for any loss or damage suffered by the Licensee, including as a result of any willful or negligent act or omission of any Licensor officers, employees or agents. The Licensee acknowledges that online services including banking can be accessed from the open Internet and that the purpose of the Service is to provide a more secure platform for cryptocurrency and/or fiat transactions, but it cannot stop the Licensee or other parties from accessing their online services from other devices.

So, despite the Licensor not being aware of any other available system or security solution providing for the level of security offered by the Service, and despite the Service when used in accordance with direction being secure, the Licensor has no control over the variables, or the potential changes to the sophistication and development of hacking tools etc. Therefore, the Licensee agrees and acknowledges that no system, including the Licensor Service can provide 100% security against hackers and cyber criminals.

The Licensee agrees to irrevocably release the Licensor, its officers, employees and agents from any legal claim for breach of contract, breach of statute, negligence, supply of an ineffective service, or any other cause of action whatsoever. Except as provided to the contrary by any Legislation that may be applicable to the Licensor, the Licensee agrees that the Licensor is not under any liability to the Licensee in respect of any loss or damage which the Licensee may suffer from the provision of the Service or its inability to do so. The Licensee irrevocably releases the Licensor from any and all claims for any loss of cryptocurrency, fiat, business, personal discomfort or any other damages arising directly or indirectly from or alleged to have arisen from the loss of cryptocurrencies, other money, data, corruption of data, or non-provision of services to the Licensee or any third party. If by Legislation the Licensor is required to give a warranty for the Service, then the Licensee agrees that the Licensor's liability for any breach of such warranty is limited to (a) the supply of the CryptoSecure Platform Service or (b) payment of the costs of supplying the Service again within the current month, or (c) repayment of the purchase cost of the Service.

Neither party shall be held liable for any failure or delay in performance which is caused by circumstances beyond the reasonable control of that party including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, earthquake, flood, riot, embargo, government act, failure of the Internet, war, civil disturbances, terrorist acts, acts of military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts of omissions of communications carriers, unauthorized use of the Services, or other causes beyond the party's control, whether similar to the foregoing or not.

You agree that your sole remedy for any breach of these Terms and Conditions of Supply by the Licensor or any of its affiliates or agents shall be, at The Licensor's option, (1) substitution, correction or replacement of all or part of any information, tool, report, service or other item from or generated through use of the Service or any tool relating or giving rise to damages incurred by you in reasonable reliance on the Licensor, or (2) refund of the amount that you or your licensor paid (if any) for the particular use of the Service, information, service or tool in an amount that does not exceed the damages

incurred by you in reasonable reliance on the Licensor. You also agree that the damage exclusions in these Terms is a limitation of liability shall apply even if any remedy fails of its essential purpose.

## No Warranties

All tools, information and services on or available through the Service are now and hereafter made available by the Licensor, its affiliates or agents "AS IS". Especially as the Licensor has no control over how, or the conditions under which, the Licensee may use the Service from time to time, the entire risk as to the satisfactory quality, performance, accuracy and effort is with the Licensee as to all matters, including (without limitation) with respect to the Service, all information, tools, and services. Except for duties of good faith, the Licensor disclaims all warranties, conditions, and duties of any kind, including but not limited to any implied warranties of merchantability or fitness and any duties of workmanlike effort or lack of negligence. Also, there is no warranty against viruses or of title or against interference with your enjoyment of the Service, its content or any tool, or against infringement.

## No Incidental, Consequential or Certain Other Damages

To the full extent allowed by any law, where applicable, neither the Licensor nor any of its affiliates or agents will be liable to the Licensee and/or any other person for any consequential or incidental damages (including but not limited to damages relating to lost profits, any capital or asset loss, breach of a contract, loss of privacy, or for failure to meet any duty including but limited to any duty of good faith, lack of negligence or of workmanlike effort) or any other indirect, special, or punitive damages whatsoever that arise out of or are related to the Service, any tool or any content or service available on or through the Service, or to any breach of these Terms and Conditions of Supply, even if we have been advised of the possibility of such damages and even in the event of fault, tort (including negligence), strict or product liability, misrepresentation or other reason.

## Cancellation or Termination

The Licensor is entitled to immediately terminate this agreement without any requirement to notify the Licensee in the event that: (a) the Licensee has breached this agreement, (b) the Licensee becomes bankrupt, goes into Administration, Receivership, Receivership and Management, or Liquidation, (c) any account payable by the Licensee remains unpaid for a period in excess of 14 days after its due date for payment, (d) for any other reasonable matter that the Licensor at its complete discretion may decide.

The Licensor is entitled, without notice, to suspend the Licensee's Service if their account is overdue. Re-connection is at the Licensor's complete discretion and will incur a re-provisioning fee.

The Licensor reserves the right, at its complete discretion, to revise and change these terms and conditions at any time by posting new or revised terms on the Site. The Licensee's continued use of this site and services following the posting of changes to these terms and conditions means the Licensee accepts the changes. It is the Licensee's responsibility to check periodically for any changes which may be made to these terms and conditions of service.

## On Security

The Licensor uses the highest level of encryption and security technology available to it so that any data traversing the Internet is fully encrypted. **Most security risks, however, are attributed to the way users manage their information and access their accounts.** We strongly recommend that our Licensees never share their account or cryptocurrency account private keys, or any other passwords or similar with other people, nor divulge or write down their login details anywhere. Security requirements are constantly changing and as a result, we cannot provide a guarantee.

## Assignment

The Licensor may at any time assign, charge or otherwise deal with its rights under this agreement. The Licensee must not assign any of its rights or obligations under this agreement without the prior written consent of the Licensor.

## Technical Support

On-site technical support may be provided on a time/materials consultancy basis by independent third parties. The Licensor strongly recommends the Licensee only engage accredited and approved support consultants. The Licensor may provide a list of accredited support consultants and the Licensee agrees that the Licensor is not responsible for the quality of training or work carried out by these consultants who are independent of the Licensor. The Licensee is responsible for paying any independent support consultants directly.