



UAB Globiance LT
(Trading as *Globiance*)

Registration Number: 306059802

Terms of Use

05th January 2024

DOCUMENT GOVERNANCE	
Owner	UAB Globiance LT
Policy Name	Terms of Use
Date Adopted	08/03/2022
Date Last Updated	05/01/2024
Version	v04

Table of Contents

TERMS OF USE	6
2. Binding Contract.....	6
3. Trading Risks.....	7
3.1 Forks	7
3.2 Airdrops	7
3.3 Disclosure.....	7
3.4 Digital Asset Delisting	8
4. Eligibility	9
4.1 Authorized User	9
4.2 Authorised Person	9
4.3 Representations and Warranties	9
4.4 Covenants.....	10
5. Use of the Services	10
5.1 Your Globiance Account.....	10
5.2 Other Services	10
5.3 Fees	10
5.4 Third-Party Payment Partners	10
6. Account Creation	10
6.1 Setup	10
6.2 Identity Verification	11
6.3 Enhanced Due Diligence (“EDD”).....	12
6.4 Access	12
6.5 Personal Account Usage	13
6.6 Corporate Account Usage	13
6.7 Safeguarding Your Account.....	13
6.8 Information.....	13
6.9 Account Closure.....	14
6.10 Account Termination, Suspension, or Restriction.....	14
7. Transactions.....	14
7.1 Transactions	14
7.2 Trading Rules.....	15
7.3 Market Makers	15
7.4 Limits	15
7.5 Unauthorized Transactions.....	15
7.6 Retention of Transaction Information	16
8. Instructions	16
8.1 Your Instructions.....	16
8.2 Your Identity or Authority	16
8.3 Our Discretion.....	16

8.4	Notification of Instructions	16
8.5	Credit/Debit Authorization.....	17
9.	Communications	17
9.1	Account Communication	17
9.2	Account History	17
9.3	Account Review And Acknowledgment.....	17
10.	Termination, Suspension, or Restriction	18
11.	Representations and Warranties	18
11.1	Accuracy	18
11.2	Authority	18
11.3	Authorization	19
11.4	Binding Contract	19
11.5	Incorporation.....	19
11.6	No Breach	19
12.	Covenants	19
12.1	Breach	19
12.2	Defame	19
12.3	Engage In Fraudulent Activity	20
12.4	Engage In Harmful Conduct	20
12.5	Mislead.....	20
12.6	Introduce Harmful Code	20
12.7	Violate Laws or Rights.....	20
13.	Liability	20
13.1	Indemnification	20
13.2	Limitations Of Liability	21
13.3	No Warranty.....	21
13.4	Security	21
13.5	No Liability For Breach	22
14.	Data Protection	22
15.	Intellectual Property	22
16.	Trademarks.....	23
17.	Feedback.....	23
17.1	User Materials	23
17.2	Removal of Content	23
18.	Chat	24
19.	Complaints.....	24
19.1	Filing Complaint(s).....	24
19.2	Offers	25
20.	General Terms	25
20.1	Sites Accuracy.....	25
20.2	Export Controls and Sanctions.....	25

20.3	Amendments	26
20.4	Relationship of The Parties	26
20.5	Privacy of Others.....	26
20.6	Email Security.....	26
20.7	Security Breach	26
20.8	Contact Information	27
20.9	Taxes	27
20.10	Unclaimed Property	27
20.11	Entire Agreement	27
20.12	Clause Headings.....	27
20.13	Transfer	28
20.14	Security Interests	28
20.15	Invalidity	28
20.16	Enforcement of Our Rights	28
20.17	Language.....	28
20.18	Third-Party Rights.....	28
20.19	Survival	28
20.20	Governing Law and Jurisdiction	29
21.	Refunds.....	29
22.	Arbitration	29
23.	Class Action Waiver.....	30
24.	Prohibited Use, Prohibited Businesses, and Conditions of Use.....	30
24.1	Prohibited Use.....	30
24.1.1	Unlawful Activity.....	31
24.1.2	Abusive Activity.....	31
24.1.3	Abuse Other Users.....	31
24.1.4	Fraud	31
24.1.5	Gambling.....	31
24.1.6	Intellectual Property Infringement.....	31
24.2	Prohibited Businesses.....	31
24.2.1	Investment and Credit Services	32
24.2.2	Restricted Financial Services	32
24.2.3	Intellectual Property or Proprietary Rights Infringement	32
24.2.4	Counterfeit or Unauthorised Goods.....	32
24.2.5	Regulated Products and Services.....	32
24.2.6	Drugs and Drug Paraphernalia	32
24.2.7	Pseudo-Pharmaceuticals	32
24.2.8	Substances designed to mimic illegal drugs	32
24.2.9	Adult Content and Services	32
24.2.10	Multi-level Marketing	33
24.2.11	Unfair, Predatory or Deceptive Practices	33

24.2.12	High-Risk Businesses	33
24.3	Conditional Use.....	33
24.3.1	Money Services	33
24.3.2	Charities	33
24.3.3	Games of Skill	33
24.3.4	Religious/Spiritual Organisations.....	33
25.	Contact Us	33
26.	Appendix A: Permitted Jurisdictions.....	35
27.	Policy Approval	36
	Table A	36
28.	Document Modification History.....	36
	Table B	36

TERMS OF USE

- 1.1 These Terms of Use (hereinafter referred to as the “*Terms*”) govern your access and use of the Services provided by **UAB Globiance LT** and its related companies and affiliates (hereinafter referred to as “**Globiance**”, “*our*,” “*we*,” and/or “*us*” respectively).
- 1.2 Our Services include the following:
- i. The content on our website located at <https://eu.globiance.com/> (hereinafter referred to as the “*Website*”) and/or any other websites, pages, features, and/or content we own or operate (collectively referred to as the “*Sites*”), or when you use our mobile application(s);
 - ii. Any application program interface (“*API*”) made available by Globiance to you as a service or third-party applications relying on such an API (“*Globiance APIs*”);
 - iii. The Platform which provides Digital Asset trading services (“*Trading Services*”); and
 - iv. Any other services that Globiance may make available and/or provide from time to time (collectively referred to as the “*Services*”).
- 1.3 ***Please read these Terms, our Disclosures, Privacy Policy, Trading Rules, and any other terms referenced in this document carefully.***
- 1.4 The Terms below are important to you because:
- i. They outline your legal rights;
 - ii. They explain the rights you give to use when you use our Services;
 - iii. They describe the rules you must following when using our Services; and
 - iv. They contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration.
- 1.5 You agree that you have read, understand, and accept these Terms by creating an Account(s) with Globiance, accessing our Website, and/or Globiance APIs.
- 1.6 If you do not agree with these Terms, do not access, or use the Services, Sites, or any other aspect of our business. Your use of our Services is unauthorized without the acceptance of these Terms.
- 1.7 Your use of our Services is subject to additional terms and conditions; these are incorporated into the following:
- i. Disclosures; and
 - ii. Privacy Policy.

2. Binding Contract

- 2.1 These Terms form a binding contract between you and Globiance.
- 2.2 *Please read these Terms carefully.*
- 2.3 You agree that you have read, understand, and accept these Terms by creating an Account(s) with Globiance, accessing our Website, or Globiance APIs.
- 2.4 If you do not agree with these Terms, do not access, or use the Services, Sites, or any other aspect of our business. Your use of our Services is unauthorized without the acceptance of these Terms.

3. Trading Risks

3.1 Forks

- 3.1.1 It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time to time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change is referred to as a “*Fork*”).
- 3.1.2 Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one (1) or more such versions of a Digital Asset (each being a “*Dominant Digital Asset*”) and the partial and/or total abandonment or loss of value of any other versions of such Digital Asset (each being a “*Non-Dominant Digital Asset*”).
- 3.1.3 We are under no obligation to support a Fork of a Digital Asset that you hold in your Account(s), whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset and/or a Non-Dominant Digital Asset.
- 3.1.4 If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement in this regard throughout our Sites.
- 3.1.5 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from and/or in connection with any of the Indemnified Persons’:
- i. Decision(s) to support such Fork or the timing of implementation of such support, or
 - ii. Decision(s) to not support a Fork of any given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or Non-Dominant Digital Asset.

3.2 Airdrops

- 3.2.1 We shall have sole and absolute discretion to decide whether or not to support any distributions, dividends, or “airdrops” of Digital Assets to Account(s) operated by us (collectively hereinafter referred to as “*Airdrops*”), regardless of whether or not you would have received such Airdrops if you held your Digital Assets outside of the Account(s) operated by us.
- 3.2.2 We have no obligation to distribute and/or support any Airdrop and shall bear no liability to you or any other persons for failing to do so.

3.3 Disclosure

- 3.3.1 You acknowledge and accept the following risks related to the use of the platform and/or our service(s):
- i. The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
 - ii. The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
 - iii. Digital Assets are not legal tender, and are not backed by government;
 - iv. Legislative and regulatory changes and/or actions at the national or international level may adversely affect the use, transfer, trade, and value of Digital Assets;
 - v. Digital Asset blockchains may Fork, and we may not support the Forked Digital Asset promptly or at all;
 - vi. Transactions in Digital Assets are irreversible, and accordingly, losses due to fraudulent or accidental Transactions cannot be recovered;
 - vii. Some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date and/or time that you or any other user initiates and/or completes the Transactions on the Platform;

- viii. The value of Digital Assets may be derived from or influenced by the continued willingness of market participants to trade fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- ix. The nature of Digital Assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by Globiance may prevent access to, or use of, your Digital Assets;
- x. Globiance may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Services;
- xi. Globiance having Digital Assets on deposit or with any third-party in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss; and
- xii. Digital Assets blockchains may become congested or become non-operational due to attacks, bugs, hard forks, or other unforeseeable reasons.

3.3.2 Globiance does not provide any financial, investment, business, accounting, tax, legal, or other advice to you.

3.3.3 All Transactions are executed automatically, based on your Instruction(s), and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

3.4 Digital Asset Listing and Delisting

3.4.1. You (Token Project) acknowledge that Your Project/Tokens will be listed in accordance with the set forth Rules.

3.4.2 Listing Fees – You acknowledge that the listing fee(s) should be paid in full before listing. Any breach of this covenant will result in delisting of the token and any fees paid are not refundable.

3.4.3 Listing Requirements:

- Minimum Balance – You acknowledge that Minimum Balance agreed by Parties as per the Listing Agreement must be kept at all times.
- Minimum Volume of Trades – You acknowledge that Minimum Volume of Trades agreed by Parties as per the Listing Agreement must be sustained.
- Maximum spread in the orderbook – You acknowledge that maximum spread agreed by Parties as per the Listing Agreement needs to be sustained.

3.4.4 Any breach of the Listing requirements or other Terms of Use will result in delisting of the token.

We reserve the right to immediately revert any transaction effected in breach of the Terms of Use.

3.4.5 You hereby acknowledge and consent to our ability to take such delisting actions and liquidating your assets to USDG, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets. You further agree that all outstanding fees /dues will be paid from the above balance. We reserve the right to liquidate immediately the tokens accepted as a fee during the listing process as per the Listing agreement

- 3.4.6 From time to time and in our sole and absolute discretion, we may remove one (1) or more Digital Assets from the Platform, as such you will no longer be able to access such Digital Assets as part of the Trading Services and will be no longer able to maintain balances in such Digital Assets or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation, or any court or authority to which we are subject in any jurisdictions.
- 3.4.7 You hereby acknowledge and consent to our ability to take such delisting actions, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets and require you to remove delisted Digital Assets within a reasonable period of time, beyond which you will no longer be able to access the delisted Digital Assets.
- 3.4.8 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

4. **Eligibility**

To be eligible to use the Services, you must satisfy the following:

4.1 **Authorized User**

4.1.1 You must be an individual, corporation, legal person, entity, and/or other organization with the full power, authority, and capacity to:

- i. Access and use our Services; and
- ii. Enter into, deliver, and perform your obligations under these Terms.

4.1.2 If you are an individual, you must be at least **eighteen (18) years old**.

4.2 **Authorised Person**

4.2.1 You are an Authorised Person and are a resident of a country listed in the [List of Permitted Jurisdictions](#).

4.2.2 “*Authorised Person*” refers to any of the following persons:

- i. A citizen of a country mentioned within the [List of Permitted Jurisdictions](#);
- ii. A resident of a country mentioned within the [List of Permitted Jurisdictions](#);
- iii. A corporation, partnership, and/or entity organized or existing under the laws of a country mentioned within the [List of Permitted Jurisdictions](#);
- iv. An estate or trust of which any executor, administrator, and/or trustee is an Authorised Person;
- v. An agency or branch of a foreign entity located in a country mentioned within the [List of Permitted Jurisdictions](#).

4.2.3 “*Permitted Jurisdictions*” refers to the countries listed within [Appendix A](#).

4.3 **Representations and Warranties**

You agree that all of your representations and warranties, as set out in these Terms, are true, accurate, and complete.

4.4 Covenants

You agree that you have and will perform all of your covenants, agreements, obligations, and/or undertakings as set out within these Terms.

5. **Use of the Services**

5.1 Your Globiance Account

Your account held with Globiance (hereinafter referred to as your "***Globiance Account***") encompasses the following basic Globiance Services:

- i. One (1) or more hosted Digital Currency wallets which allow users to store selected, supported digital currencies, such as Bitcoin and/or Ethereum (hereinafter referred to as "Digital Currency"), and to track, transfer, and manage supported Digital Currencies (hereinafter referred to as the "Hosted Digital Currency Wallet"); and
- ii. Digital Currency conversion services through which users can exchange, buy, and sell supported Digital Currencies in transactions with Globiance (hereinafter referred to as the "Conversion Services"); and a Digital Currency exchange platform (collectively referred to as the "Globiance Services").

5.2 Other Services

Globiance may make available other services from time to time, which shall be subject to such terms and conditions as may be established by Globiance and published on the Sites.

5.3 Fees

5.3.1 By using the Services, you agree to pay all applicable fees.

5.3.2 Globiance may adjust fees from time to time without warning to its Customers and at the sole and ultimate discretion of Globiance.

5.4 Third-Party Payment Partners

5.4.1 We may use a third-party payment processor to process any payment(s) between you and Globiance, including but not limited to payments in relation to your use of withdrawals and/or deposits and Digital Asset Transactions.

5.4.2 The name on your linked bank account(s) must match the name verified on your Account(s) in order to be authorised for various provided services.

6. **Account Creation**

6.1 Setup

6.1.1 Full use of our Services requires that you create an Account(s) by:

- i. Providing us with personal information such as your full legal name, email address (temporary, disposable, self-destructive and/or similar email addresses are prohibited), and related information as we may require and request;
- ii. Selecting and setting an appropriately strengthened password; and

iii. Accepting these Terms.

6.1.2 Globiance reserves sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever and/or limit the number of Account(s) that you may hold.

6.1.3 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable to you or any other person or entity for any direct and/or indirect losses (including the loss of profits, business, or opportunities), damages, and/or costs arising from our decision to reject your application to open an Account(s).

6.2 Identity Verification

6.2.1 Globiance is registered and licensed to provide a virtual currency service. We are therefore obligated to identify and verify every user on our Platform.

6.2.2 You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, and/or any other financial crime and permit us to maintain and hold a record of such information for at least **eight (8) years**.

6.2.3 You will need to complete certain verification procedures before you are permitted to use the Services and/or access any Account(s); and Limits which apply to your use of the Account(s), or the Services may be altered as a result of information collected on an ongoing basis.

6.2.4 The information we request may include certain personal information, including, but not limited to, your full legal name, residential address, contact number, email address, date of birth, taxpayer identification number, government identification number and proof provided by the accepted government-issued identity documents.

6.2.5 In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit our keeping of record(s) of such information for the lifetime of your Account(s) plus **eight (8) years** beyond the termination of your Account(s).

6.2.6 You agree to keep us updated if and/or when any of the information you have provided to Globiance changes.

6.2.7 You authorize Globiance to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against any instances of potential fraud, money laundering, terrorist financing, or other financial crimes, and to take any action(s) we deem necessary and reasonable based on the results of such inquiries.

6.2.8 When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, and/or financial crime agencies and that these agencies may respond to our inquiries in full.

6.2.9 If there is reasonable doubt that any information provided by you is incorrect, untruthful, outdated, or incomplete, Globiance shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate and/or suspend all or part of the Services provided to you.

6.2.10 Globiance shall also have the right, at its sole and absolute discretion, to terminate, suspend, or restrict your access to any Account(s) or Services should an issue arise with identity verification, including but not limited to circumstances in which Globiance has requested additional verification information from you but has not yet received or processed that information.

6.2.11 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct and/or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

6.2.12 Furthermore, you shall be solely and fully responsible for any loss(es) or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.

6.3 Enhanced Due Diligence (“EDD”)

6.3.1 We may require you to submit additional information about yourself and/or your business, provide records and/or documentation, or have virtual face-to-face meetings with representatives of Globiance (such processes are hereinafter referred to as “*Enhanced Due Diligence*”).

6.3.2 We reserve the right to charge you for any costs and fees Globiance incurs in associated with such Enhanced Due Diligence.

6.3.3 Globiance shall have the right, at its sole and absolute discretion, to suspend or restrict your access to any Account(s) or Services pending submission of such Enhanced Due Diligence.

6.3.4 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

6.4 Access

6.4.1 To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet.

6.4.2 Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including, but not limited to, through the Globiance APIs) as Globiance may prescribe from time to time.

6.4.3 The use of the Website and other methods may be subject to such additional terms as may be prescribed by Globiance.

6.4.4 You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication.

6.4.5 We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you may be required to use at least two (2) forms of authentication when accessing your Account(s) and performing certain operations in your Account(s).

6.4.6 Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through email or a specified and supported two-factor authentication application.

6.4.7 If you choose to install and use two-factor authentication (“2FA”) on a device (e.g., a phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a “*rooted*” (Android) or “*jailbroken*” (iOS) device.

6.4.8 We reserve the right at our sole discretion to prohibit access from and/or by any device on which the operating system has been or is suspected of having been modified and/or tampered with.

6.4.9 You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you.

6.4.10 You must update to the most recent operating system(s) supported by Globiance or its affiliates on your necessary equipment (such as a computer or smartphone) as soon as such operating system(s) update becomes available.

6.4.11 We reserve the right at our sole discretion to limit or suspend the Services offered to you if you attempt to access your Account(s) or the Services on an outdated or unsupported operating system(s).

- 6.4.12 As further described under [Clause 13.3](#), Globiance does not represent and/or warrant that your Account(s) or any Services will be available without interruption.
- 6.4.13 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to an interruption in your access to your Account(s) or any Services.
- 6.5 Personal Account Usage
- 6.5.1 You must ensure that Account(s) registered under your name will not be used by any other person.
- 6.5.2 You must notify us immediately of any breach of security, loss, theft, and/or unauthorized use of your username, password, and/or security information.
- 6.5.3 Globiance reserves the right to terminate, suspend, and/or restrict your access to any Account(s) or Services if there is reasonable suspicion, as determined at Globiance's sole and absolute discretion, that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purpose(s).
- 6.5.4 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.
- 6.6 Corporate Account Usage
- 6.6.1 If you are a corporation, legal person, entity, or other organization for whom Globiance maintains a corporate account for the provision of services (hereinafter referred to as a "*Corporate Account*"), you must ensure that your Corporate Account(s) will not be used by persons that have not completed identity verification (refer to [Clause 6.2](#)).
- 6.6.2 You must notify Globiance immediately of any breach of security, loss, theft, and/or unauthorized use of your username, password, and/or security information.
- 6.6.3 Globiance reserves the right to terminate, suspend, or restrict your access to any Corporate Account(s) or Services if we deem there to be reasonable suspicion, as determined at Globiance's sole and absolute discretion, that the person logged into your Corporate Account(s) is not the natural person authorized to use the Corporate Account or if we suspect that the Corporate Account(s) have been or will be used for any illegal, fraudulent, and/or unauthorized purpose(s).
- 6.6.4 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Corporate Account(s).
- 6.7 Safeguarding Your Account
- 6.7.1 At all times, you shall maintain adequate security and control of all of your Account(s) details, passwords, personal identification numbers, API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any instruction, request, or order given to Globiance in relation to the operation of your Account(s) or to execute any Transaction, through such medium and in such form and manner as Globiance may require ("*Instruction*") to us.
- 6.8 Information
- 6.8.1 Globiance reserves the right to request, and you agree to provide, any and all information and documents Globiance deems relevant and/or necessary in connection with the use of the Platform and/or the Services.

- 6.8.2 Globiance shall have the right, at its sole and absolute discretion, to suspend and/or restrict your access to any Account(s) or Services pending submission of such information and documents.
- 6.8.3 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.
- 6.9 Account Closure
- 6.9.1 You may terminate your Account(s) at any time by following the account termination procedures as prescribed for by Globiance from time to time.
- 6.9.2 You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us.
- 6.9.3 You authorize us to cancel and/or suspend any pending transactions at the time of cancellation.
- 6.10 Account Termination, Suspension, or Restriction
- 6.10.1 Globiance has the right to terminate, suspend, and/or restrict access to your Account(s) or Services, as well as take any other action as we deem necessary, in the event that you are not, or are no longer, eligible to use the Services.
- 6.10.2 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

7. Transactions

7.1 Transactions

- 7.1.1 When you sell, purchase, or carry out other transactions in Digital Asset(s), other asset(s), or product(s) as Globiance may from time-to-time permit to be carried out on the Platform (hereinafter referred to as “*Transactions*”), you are not Transacting directly with Globiance. Globiance facilitates the Transaction(s).
- 7.1.2 You can purchase Digital Asset(s) using:
- i. Digital Asset(s) or fiat monies in your Globiance Account(s);
 - ii. A valid bank account in the name that matches your Account(s); or
 - iii. A credit or debit card in the name that matches your Account(s) (hereinafter referred to as “*Payment Methods*”).
- 7.1.3 Using a Payment Method to purchase Digital Asset(s) generally will initiate on the Business Day that we receive your Instructions.
- 7.1.4 Digital Asset(s) that you purchase will be deposited into your Account(s) as soon as the funds have settled to Globiance, which may take up to **five (5) Business Days** if the purchase was made via a bank account, credit, or debt card.
- 7.1.5 As further described under [Clause 13.3](#), Globiance does not represent and/or warrant that any Transaction will be completed successfully or within a specific time period.

7.1.6 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to the failure of a Transaction or the length of time needed to complete any Transaction.

7.2 Trading Rules

7.2.1 You agree to adhere to, and be bound by, the **Trading Rules**.

7.2.2 Globiance may, from time to time and at its sole and absolute discretion – amend, supplement, or replace the Trading Rules, which shall be binding on you if you continue to maintain your Account(s) or use any of the Services after the effective date of any such amendment, supplement, or replacement of the Trading Rules.

7.3 Market Makers

7.3.1 You acknowledge, agree, and accept that:

- i. One (1) or more market makers (which may include affiliates or related corporations of Globiance acting in such capacity) may be appointed by Globiance to promote liquidity on the Platform, and any such market maker may enter into any Transaction with you as your counterparty;
- ii. Market makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and
- iii. Under no circumstances shall any of the Indemnified Persons be responsible or liable for and direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity as a result of the market making activities of the market makers.

7.4 Limits

7.4.1 You may be subject to limits on the value of Transactions, and/or deposits into or withdrawals out of your Account(s) (collectively hereinafter referred to as “*Limits*”), that you may transact in a given period (e.g., daily).

7.4.2 We reserve the right to change any applicable Limits from time to time at our sole and absolute discretion.

7.4.3 If you wish to increase the Limits applicable to you, you may submit a request to our Support Team (contact details can be found at the end of these Terms).

7.4.4 Globiance may, in its sole and absolute discretion, increase your Limit, lower your Limit, and/or maintain your current Limit, in each case subject to any further condition(s) that we may deem necessary.

7.5 Unauthorized Transactions

7.5.1 You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you.

7.5.2 We are not obligated to verify the identity and/or authority of any person(s) using your Account(s) and we shall be at liberty to accept, and rely on, any Instruction sent from your Account(s).

7.5.3 Notify us immediately if you notice any unauthorized and/or suspicious activity in or on your Account(s).

7.5.4 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons’ reliance on any Instruction sent from your Account(s).

7.6 Retention of Transaction Information

- 7.6.1 To facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of any and all Transaction information for the lifetime of your Account(s) plus six (6) years beyond your Account(s) termination.
- 7.6.2 Please review our **Privacy Policy** for more information on how we collect and use data relating to the use and performance of our Sites and Services.

8. **Instructions**

8.1 Your Instructions

- 8.1.1 You are solely responsible for accurately entering any Instruction(s).
- 8.1.2 Globiance is not obliged to verify the accuracy and/or completeness of any such information or Instruction, for monitoring, or refusing to process duplicate Instructions.
- 8.1.3 Your Instructions are irrevocable, unconditional, and are binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent.
- 8.1.4 Your Instruction shall not be considered to be received by Globiance until it has been received by Globiance's server(s).
- 8.1.5 Additionally, Globiance's records of all Instructions shall be conclusive and binding on you for all purposes.

8.2 Your Identity or Authority

- 8.2.1 Globiance has no obligation to verify the identity and/or authority of any person giving any Instruction and the authenticity of such Instruction.
- 8.2.2 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, arising from any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services, or transaction made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery, lack of clarity, or authorization in the terms of such Instruction.

8.3 Our Discretion

- 8.3.1 You acknowledge and agree that Globiance may, at its sole and absolute discretion, refuse to act upon or defer acting upon any Instruction(s), or seek further information with respect to the Instruction(s).
- 8.3.2 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.

8.4 Notification of Instructions

- 8.4.1 Globiance may transmit, via electronic communication, a notification to you upon receipt of any deposit or withdrawal Instruction(s) from you, or upon completion of such Instruction(s).

- 8.4.2 All notifications are deemed received by you immediately upon such notification's transmission.
- 8.4.3 You must ensure that the details in any such notification are in accordance with your Instruction(s).
- 8.4.4 You must contact us if you do not receive completion notifications.

8.5 Credit/Debit Authorization

- 8.5.1 You authorize Globiance to credit and/or debit (or provide settlement information to third parties for the purposes of the third-party crediting or debiting) your Digital Assets and/or fiat funds from your Account(s) in accordance with your Instruction(s).
- 8.5.2 We reserve the right not to effect any Transaction(s) if you have insufficient fiat funds or Digital Assets in your Account(s) (i.e., less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).

9. Communications

9.1 Account Communication

- 9.1.1 You agree and understand that all communication with you will be via email, live chat, and/or another secure method as may be prescribed by Globiance from time to time.
- 9.1.2 We will use the email address on record for your Account(s) as our primary means of communicating with you.
- 9.1.3 To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if and/or when there are any changes.
- 9.1.4 Delivery of any communication to the email address on record shall be considered valid and binding for all intents and purposes.
- 9.1.5 If any email communication is returned as undeliverable, Globiance retains the right to block your Account(s) and access to the Services until you provide and confirm a new and valid email address.

9.2 Account History

- 9.2.1 Information on your past Transaction(s) (hereinafter referred to as your "*Transaction History*") will be made available on the Platform.
- 9.2.2 Your Transaction History contains all of your trading activity on the Platform.
- 9.2.3 We will use commercially reasonable efforts to ensure that the information contained in the notices we send you on your Transaction History is reasonably accurate and reliable.

9.3 Account Review And Acknowledgment

- 9.3.1 It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices or communications sent by Globiance.
- 9.3.2 If for any reason you are unable to do so, or you do not receive our notices or communications, it is your responsibility to notify us immediately.

10. Termination, Suspension, or Restriction

10.1 At our sole and absolute discretion, Globiance may:

- i. Refuse to complete, block, and/or cancel any Transaction(s) you have authorized or instructed;
- ii. Terminate, suspend, or restrict your access to any or all of the Services;
- iii. Terminate, suspend, or restrict your access to any or all of your Account(s); and/or
- iv. Refuse to transmit information or Instruction(s) in each case with immediate effect for any reason or for no reason whatsoever, including, without limitation, where:
 - a. We are required to do so by applicable laws or regulations, or any court or authority to which we are subject to in any jurisdiction;
 - b. We have determined or suspect that you have breached these Terms (including any other documents, materials, or information incorporated by reference herein);
 - c. We have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent, or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized, or unlawful manner;
 - d. We have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime(s);
 - e. Use of your Account(s) is subject to any pending or ongoing litigation, investigation, or judicial, governmental, or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account(s) activity;
 - f. You owe amounts to Globiance that are not satisfied, whether due to a chargeback or any other basis;
 - g. An issue has arisen with the verification of your identity; and/or
 - h. You have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time.

10.2 You acknowledge and agree that our decision to take certain actions, including, but not limited to – the termination, suspensions, or restriction of access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols.

10.3 You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

10.4 Any chargeback resulting from the use of your Account(s) or Services may result in an immediate suspension and/or restriction of your Accounts(s) and Services.

10.5 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

11. Representations and Warranties

You hereby represent and warrant to Globiance, at all times, the following:

11.1 Accuracy

All documents and information you provide to Globiance are true, accurate, complete, and up to date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to utilize the Services.

11.2 Authority

You have full power, authority, and capacity to:

- i. Access and use the Platform and/or the Services; and
- ii. Enter into and deliver, and perform your obligations under, these Terms and any agreement entered into pursuant to, or in connection with, these Terms.

11.3 Authorization

All consents, permissions, authorizations, approvals, and agreements of third parties and all authorizations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency, or other organization having jurisdiction over you which are necessary or desirable for you to obtain in order to:

- i. Access and use the Platform and/or the Services; and
- ii. Enter into and deliver, and perform the transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended.

11.4 Binding Contract

These Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms.

11.5 Incorporation

11.5.1 If you are an entity, you are duly incorporated, duly organized, and validly existing under the laws of your jurisdiction and have full power to conduct your business.

11.5.2 If you are an individual, you are not less than **eighteen (18) years old**.

11.6 No Breach

Your access and use of the Platform and/or the Services, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not:

- i. If you are an entity, result in a breach of or conflict with any provision of your constitution (or equivalent constitutive documents);
- ii. Result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and
- iii. Result in a breach of any applicable laws, rules, or regulations or of any order, decree or judgment of any court, any award of any arbitrator or those of any governmental or regulatory authority in any jurisdiction.

12. Covenants

You covenant and agree that you shall not:

12.1 Breach

Breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms.

12.2 Defame

Act in a manner that is defamatory, trade libellous, threatening, or harassing.

12.3 Engage In Fraudulent Activity

12.3.1 Engage in potentially fraudulent or suspicious activity and/or transactions.

12.3.2 You must cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to us.

12.4 Engage In Harmful Conduct

12.4.1 Receive, or attempt to receive, funds from both Globiance and another user for the same transaction during the course of a dispute;

12.4.2 Conduct your business or use the Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to Globiance, other users, third parties, or yourself; and

12.4.3 Allow your Account(s) to have a negative balance.

12.5 Mislead

Provide false, inaccurate, or misleading information in connection with your use of the Services, in communications with Globiance, or otherwise connected with these Terms.

12.6 Introduce Harmful Code

12.6.1 Facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

12.6.2 You must not:

- i. Use an anonymizing proxy;
- ii. Use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission;
- iii. Use any temporary, disposable, self-destructive, or similar email address when opening an Account(s) and/or using the Services;
- iv. Use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Sites or the Services;
- v. Take any action that may cause us to lose any of the services from our Internet service providers, or other suppliers; and
- vi. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

12.7 Violate Laws or Rights

Violate, or attempt to violate:

- i. Any law, statute, and/or ordinance;
- ii. Globiance's or any third-party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy.

13. Liability

13.1 Indemnification

13.1.1 You will indemnify and hold harmless Globiance, its affiliates and service providers, and each of their respective officers, directors, employees, affiliates, agents, licensors, and/or contractors (hereinafter

referred to as “*Indemnified Persons*”) from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including without limitation reasonable attorneys’ fees, arising out of or in any way connected with:

- i. Your access to or use of the Services;
- ii. Your breach or alleged breach of these Terms or your violation of any other provision of these Terms, including any terms and conditions incorporated by reference herein;
- iii. Your violation of any law, rule, or regulation; and
- iv. Your violation of the rights of any third-party.

13.1.2 We reserve the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

13.2 Limitations Of Liability

13.2.1 In no event shall any of the Indemnified Persons be liable to you and/or any other person or entity for any loss(es) of business, profits, or opportunities; or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of and/or in connect with our Site(s), the Platform(s), your account(s), the service(s), these Terms, the Trading Rules, the Disclosures, the Privacy Policy, and/or any agreement entered into pursuant to, or in connection with, these Terms or otherwise.

13.2.2 Our liability, and the liability of the Indemnified Persons, to you and/or any third parties in any circumstances is limited to the actual amount of loss and/or damage which is caused directly and is reasonably foreseeable by our breach of these Terms and shall in no event exceed the equivalent of **EUR (€) 3,000**.

13.2.3 Such sum shall be paid as liquidated damages by us to you in a full and final settlement, and satisfaction of our entire liability and the Indemnified Persons’ entire liability for any loss and/or damage which is caused directly and is reasonably foreseeable by our break of these terms.

13.2.4 You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims and/or remedies at law or in equity, including – but not limited to – any claim in rem, injunctions, and/or specific performance(s).

13.3 No Warranty

13.3.1 The service(s) are provided on an “as is” and “as available” basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically, we disclaim any implied warranties of titles, merchantability, fitness for a particular purpose and/or non-infringement.

13.3.2 We do not make any representations or warranties that access to the Site(s), the Platform, any of your account(s), the service(s), or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

13.3.3 We will make reasonable efforts to ensure that transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

13.4 Security

13.4.1 Our Services support logins using 2FA, which is known to reduce the risk of unauthorized use of or access to the Services.

13.4.2 ***We will neither ask for your 2FA codes nor will our Support Department ask to screen share or otherwise seek access to your devices of Account(s).***

- 13.4.3 Always log into your Account(s) through the Sites to review any Transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 13.4.4 Globiance is not liable 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.
- 13.4.5 We advise the regular use of a reputable and readily available virus screening and prevention software.
- 13.4.6 You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.
- 13.4.7 You are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times.

13.5 No Liability For Breach

We are not liable for any breach of these Terms or any agreement entered into pursuant to, or in connection with, these Terms where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules, or regulations.

14. Data Protection

- 14.1 You acknowledge and agree that we may process personal data in relation to you.
- 14.2 Please review our **Privacy Policy** for more information on how we collect and use data relating to the use and performance of our Sites and Services.

15. Intellectual Property

- 15.1 Unless otherwise indicated in these Terms, all copyright and other intellectual property rights in all information, data, text, images, links, sounds, graphics, videos, and other materials contained on our Sites or such other mode of access (including through the Globiance APIs) or provided in connection with the Services, including, without limitation, our logo and all designs, information, data, text, images, links, sounds, graphics, videos, other materials, and the selection and arrangement thereof (collectively referred to as “*Materials*”) are strictly property of Globiance, its licensors, or suppliers; and are protected by Lithuanian and international copyright laws and other intellectual property rights laws.
- 15.2 We hereby grant you a limited, nonexclusive, and non-sublicensable license to access and use the Materials for your non-commercial personal or internal business uses.
- 15.3 Such license is subject to these Terms and does not permit the following:
 - i. The resale of the Materials;
 - ii. The distribution, public performance, or public display of any Materials;
 - iii. The modification or derivative uses of the Materials; and
 - iv. The use of the Materials other than for their intended purposes.
- 15.4 The license granted herein is automatically terminated if we suspend and/or terminate your access to our Services.

16. Trademarks

- 16.1 The Trademarks, service marks, and logos (hereinafter referred to as “*Trademarks*”) used and displayed on or through the Sites or the Services are registered and unregistered Trademarks of the relevant mark owners of Globiance and our licensors.
- 16.2 Nothing on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the Sites, without our written permission or that of other Trademark owners.
- 16.3 We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other Trademark owned by us as a “*hot*” link to any website unless establishment of such a link is approved in advance by us in writing.

17. Feedback

17.1 User Materials

- 17.1.1 If you provide any reviews, posts, information, data, and comments on the Sites (through our “*Contact Us*” pages or otherwise), via our Services, or to us (hereinafter referred to as “*User Material*”), you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable, transferable license to take all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute, or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating the Website and for our business purposes (including where permitted by law, data analytics).
- 17.1.2 You represent and warrant that you own or have the necessary rights, consents, and permissions to grant the foregoing rights to us, and that your User Materials are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third-party.
- 17.1.3 You agree and acknowledge the following:
- i. We are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Sites; and
 - ii. The use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.
- 17.1.4 Any feedback and suggestions submitted to us via the Website or through the Services shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information.
- 17.1.5 We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as agreed by the relevant Globiance Group entity having the direct customer relationship or as otherwise specifically agreed or required by law.

17.2 Removal of Content

- 17.2.1 We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Sites (including any User Material) which in our sole opinion is unlawful, violates these Terms, or could subject us or any of our affiliates, directors, employees, officers, or third-party service providers to liability.
- 17.2.2 We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering

damages or other monetary compensation from you, suspending, or terminating your Account(s) (if any), or suspending your access to the Sites.

- 17.2.3 We shall also have the right to restrict, refuse, or ban you from any and all future use of any other product, service, and/or facility provided or offered by us.

18. Chat

- 18.1 At any time and in connection with any Service that Globiance provides, we may make interactive online chat (“*Chat*”) services available to you.
- 18.2 Subject to and consistent with [Clause 13.3](#), Globiance makes no warranty that the Chat service will be available at any particular time or be free of fault or error and accepts no liability for the accuracy of information provided or statements made via the Chat feature.
- 18.3 If you are under the age of **eighteen (18) years old** and are invited to use the Chat service, you must not use the Chat service and you must leave the Site immediately. Persons under the age of eighteen (18) are prohibited from the use of Globiance Services.
- 18.4 When engaging with us through use of the Chat service, be advised that chats will be monitored and saved.
- 18.5 The Chat service is provided as a convenience, often to facilitate your understanding of Globiance’s Services.
- 18.6 Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our Services, processes, decisions, or response times.
- 18.7 Providing or participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents.
- 18.8 Any personal information shared with us when using the Chat service shall be subject to the applicable privacy-related policies and notices prescribed for within our **Privacy Policy**.
- 18.9 You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session.

19. Complaints

19.1 Filing Complaint(s)

- 19.1.1 If you have a complaint, please state the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant.
- 19.1.2 Upon receiving your complaint, we will open a support ticket and a designated customer support agent will be allocated to handle your complaint.
- 19.1.3 The customer support agent will review your complaint without prejudice, based on the information you provided and any information we may derive from our records.
- 19.1.4 Within **thirty (30) business days** ((all days excluding Saturday, Sundays, and any bank holiday in the State of California) (hereinafter referred to as “*Business Days*”)) of our receipt of your complaint, the customer support agent will use reasonable efforts to address the points raised in your complaint and the customer support agent may:

- i. Offer to resolve your complaint in the way you have requested;
- ii. Reject your complaint and set out the reasons for the rejection; or
- iii. Offer to resolve your complaint with an alternative proposal or solution.

19.1.5 In exceptional circumstances, if the customer support agent is unable to respond to your complaint within **thirty (30) Business Days**, the Head of Customer Support will use reasonable efforts to send you a holding response indicating the reasons for a delay in answering your complaint and specifying the deadline by which the customer support agent will respond to your complaint.

19.2 Offers

19.2.1 Any offer of resolution made to you will only become binding on Globiance if accepted by you.

19.2.2 An offer of resolution will not constitute any admission by us of wrongdoing or liability regarding the complaint's subject matter.

20. General Terms

20.1 Sites Accuracy

20.1.1 Although we intend to provide accurate and timely information on the Sites, the Sites may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors.

20.1.2 In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including – without limitation - information regarding our policies, agreements, products, and services.

20.1.3 Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Sites are your sole responsibility and we shall have no liability for any such decisions.

20.1.4 Links to third-party websites (including, but not limited to, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us.

20.1.5 You acknowledge and agree that we are not responsible for any aspect of the content, materials, information, or services contained in any third-party websites accessible or linked from the Sites.

20.2 Export Controls and Sanctions

20.2.1 Your use of the Services and Sites may be subject to international export controls and economic sanction(s) requirements.

20.2.2 By trading Digital Assets on the Platform or accessing the Services, you agree that you will fully comply with any and all such requirements.

20.2.3 You are not permitted to transact in Digital Assets or use any of the Services if:

- i. We are prohibited from providing Services to you under any applicable laws and/or regulations, Sanctions Laws and/or lists applicable to the entity; and/or
- ii. You intend to transact or deal with any person in breach of any of the Sanctions Laws.

20.2.4 You represent and warrant to us that you, and to your knowledge, any of your directors, officers, or employees are not directly or indirectly owned or controlled by any person or entity currently included on a Sanctions List applicable to Globiance, nor are directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose

government currently is, the target of countrywide sanctions imposed by the appropriate sanctions authority.

20.3 Amendments

20.3.1 We may amend, supplement, and/or replace these Terms and any terms and conditions incorporated by reference, now or in the future, by posting on the Website or emailing to you the revised terms and conditions, and the revised terms and conditions shall be effective at such time.

20.3.2 If you do not agree with any such amendment, supplement, or replacement of such terms and conditions, your sole and exclusive remedy is to terminate your use of the Services and close your Account(s).

20.4 Relationship of The Parties

You acknowledge and agree that:

- i. Globiance is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity; and
- ii. No communication or information provided to you by us shall be considered or construed as any form of advice.

20.5 Privacy of Others

20.5.1 If you receive information about another user through the Platform or from utilizing our Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations.

20.5.2 You must not disclose or distribute any user information to a third-party or use the information in any manner except as reasonably necessary to effect a Transaction.

20.6 Email Security

20.6.1 You shall keep the email account associated with your Account(s) (hereinafter referred to as your “*Email Account*”) secure against any attacks and unauthorized access.

20.6.2 You are required to notify Globiance immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account.

20.6.3 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages or costs suffered by you or any person by reason of or arising from or as a consequence of any access (whether authorized or not) to your Email Account by any person, any breach of security of your Email Account, or any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account.

20.7 Security Breach

20.7.1 If you suspect that your Account(s) or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Globiance (together a “*Security Breach*”), you must immediately lock/deactivate your Account(s) on the Website or via any other method as may be prescribed by Globiance from time to time, contact our support centre, and continue to provide accurate and up to date information throughout the duration of the Security Breach.

20.7.2 You must take any and all steps that we may reasonably require to reduce, manage, or report any Security Breach.

20.7.3 Failure to provide prompt notification of any Security Breach may be considered in our determination of the appropriate resolution of the matter.

20.8 Contact Information

You are responsible for keeping your email address and other contact information up to date in your Account(s) in order to receive any notices or alerts that we may send you (including notices or alerts of an actual or suspected Security Breach).

20.9 Taxes

20.9.1 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority.

20.9.2 Globiance is not responsible for determining whether any taxes apply to your Transaction, or for collecting, reporting, or remitting any taxes arising from any Transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services.

20.9.3 It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

20.9.4 All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties, or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to Globiance to the extent necessary to ensure that Globiance receives the amount equal to the sum which would have been due to Globiance had no such deduction or withholding been required.

20.10 Unclaimed Property

20.10.1 If we hold your assets, and we are unable to contact you and have no record of your use of the Services for several years, applicable laws and regulations may require us to report our holdings of such fiat monies or Digital Assets as unclaimed property to the authorities in certain jurisdictions.

20.10.2 We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such fiat monies or Digital Assets to the authorities in certain jurisdictions as unclaimed property.

20.10.3 We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Assets, as permitted by applicable laws and regulations.

20.11 Entire Agreement

These Terms (including any documents, materials, or information incorporated by reference herein) set forth the entire understanding between you and Globiance with respect to the Services provided and/or received.

20.12 Clause Headings

Clause headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these Terms.

20.13 Transfer

20.13.1 These Terms (including any documents, materials, or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer, or assign your rights, interests, liabilities, and/or obligations to anyone else without our prior written consent.

20.13.2 However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer, or assign these terms (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities, and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganization involving Globiance.

20.14 Security Interests

You undertake not to create any security over your fiat monies or Digital Assets held in any of your Account(s) without our prior written consent.

20.15 Invalidity

If any provision of these Terms, terms and conditions or information incorporated by reference in these Terms is or becomes illegal, invalid, or unenforceable in any respect, the same shall not affect the legality, validity, or enforceability of any other provisions in these Terms.

20.16 Enforcement of Our Rights

20.16.1 Globiance's rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement.

20.16.2 Any failure or delay on the part of Globiance to exercise any right or remedy under these Terms shall not operate as a waiver of such right or remedy.

20.16.3 Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

20.17 Language

20.17.1 These Terms may, at Globiance's sole and absolute discretion, be translated into a language other than the English language.

20.17.2 You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy, or omission as between the English text and any translated text.

20.18 Third-Party Rights

20.18.1 Nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any provision of these Terms.

20.18.2 These Terms and all of its provisions are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns.

20.19 Survival

All provisions of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.

20.20 Governing Law and Jurisdiction

These Terms shall be construed in accordance with and governed for all purposes by the laws and public policy of Lithuania applicable to contracts executed and to be wholly performed within such jurisdiction.

21. Refunds

- 21.1 When initiating transaction(s) through Globiance Platforms and/or Services, users must always provide accurate and correct information related to you and/or the initiated transaction.
- 21.2 Globiance shall not accept any liability for the results of your own errors.
- 21.3 The right for a refund only applies to transactions made with and/or via Globiance Platforms and/or Services.
- 21.4 Globiance guarantees the right to refund for the transactions that were not yet processed, as well as transactions that were processed by fact, but due to technical errors attributable to Globiance were not credited to you on your Globiance account.
- 21.5 Completed payments and transactions are non-refundable, irrevocable and cannot be changed (e.g., crypto asset is sent to another wallet specified by you).
- 21.6 Refunds that exceed the original amounts are not possible. Any amounts accepted for refund, shall be returned to you via the same method and in the same currency and/or Digital Asset that the initial transaction was made with.
- 21.7 Any costs and fees owed to Globiance in relation to the refunds shall be deducted from the refundable amounts.
- 21.8 For refund requests, please contact our Customer Support Team at support@globiance.com

22. Arbitration

- 22.1 If we cannot resolve your dispute through the complaint process (refer to [Clause 19.1](#)), you agree that any dispute or controversy arising out of or relating to these Terms shall be settled through binding arbitration on an individual basis.
- 22.2 Arbitration shall be conducted in accordance with applicable laws and requirements.
- 22.3 The arbitration shall:
 - i. Be conducted by a single, neutral arbitrator in the English language; and
 - ii. Take place in **Lithuania**.
- 22.4 Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- 22.5 The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within **fourteen (14) days** of the arbitrator's ruling on the merits.
- 22.6 A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail where signature(s) are required for confirmation of receipt (hereinafter referred to as "Notice").

22.7 Globiance's address for Notice is:

**Harju county,
Tallinn,
Kesklinna District,
Väike-Ameerika tn 19,
10129.**

22.8 The Notice must:

- i. Describe the nature and basis of the claim or dispute; and
- ii. Set forth the specific relief sought.

22.9 We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within **thirty (30) days** after the Notice is received, you or Globiance may commence an arbitration proceeding.

22.10 During the arbitration, the amount of any settlement offer made by you or Globiance shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

22.11 All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

23. Class Action Waiver

23.1 To the extent permitted by law, all claims must be brought in the relevant party's individual capacity, and not as a plaintiff or class member in any purported class, collective action, and/or representative proceeding.

23.2 Unless both you and Globiance agree, no arbitrator and/or judge may consolidate more than one (1) person's claim and/or engage in any class arbitration.

23.3 By agreeing to these Terms, you acknowledge that you and Globiance each waive the right(s) to the following:

- i. A jury trial; and
- ii. To participate in a class action.

23.4 If a Court decides that applicable law precludes enforcement of any of these limitations, as to a particular claim for relief, then that claim and only that claim must be severed from the arbitration and may be brought before the Court.

24. Prohibited Use, Prohibited Businesses, and Conditions of Use

24.1 Prohibited Use

You may not use your Globiance Account to engage in the following categories of activity (hereinafter referred to as "*Prohibited Uses*").

The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Globiance Services or the Globiance Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request at: <https://globiance.com/support> or alternatively email us at support@globiance.com.

By opening a Globiance Account, you represent and warrant that you will not use your Globiance Account, any Globiance Services and/or the Globiance Platform to do any of the following:

24.1.1 *Unlawful Activity*

Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs administered in the countries where Globiance conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

24.1.2 *Abusive Activity*

Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to the Site, other Globiance Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Globiance Account information of another party to access or use the Site, except in the case of specific merchants and/or applications which are specifically authorised by a user to access such user's Globiance Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Globiance.

24.1.3 *Abuse Other Users*

Interfere with another individual's or entity's access to or use of any Globiance Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.

24.1.4 *Fraud*

Activity which operates to defraud Globiance, Globiance users, or any other person; provide any false, inaccurate, or misleading information to Globiance.

24.1.5 *Gambling*

Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.

24.1.6 *Intellectual Property Infringement*

Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder; use of Globiance intellectual property, name, or logo, including use of Globiance trade or service marks, without express consent from Globiance or in a manner that otherwise harms Globiance or the Globiance brand; any action that implies an untrue endorsement by or affiliation with Globiance.

24.2 Prohibited Businesses

In addition to the Prohibited Uses as prescribed for above, the following categories of businesses, business practices, and sale items are barred from being carried out using Globiance Services or the Globiance Platform (hereinafter referred to as "*Prohibited Businesses*").

The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Globiance Services or the Globiance Platform involves a Prohibited Business or have questions about how these requirements apply to you, please contact us at: <https://globiance.com/support> or alternatively email us at support@globiance.com.

By opening a Globiance Account, you represent and warrant that you will not use Globiance Services or the Globiance Platform in connection with any of the following businesses, activities, practices, or items:

24.2.1 *Investment and Credit Services*

Securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes.

24.2.2 *Restricted Financial Services*

Check cashing, bail bonds; collections agencies.

24.2.3 *Intellectual Property or Proprietary Rights Infringement*

Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder.

24.2.4 *Counterfeit or Unauthorised Goods*

Unauthorised sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

24.2.5 *Regulated Products and Services*

Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.

24.2.6 *Drugs and Drug Paraphernalia*

Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporisers, and hookahs.

24.2.7 *Pseudo-Pharmaceuticals*

Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.

24.2.8 *Substances designed to mimic illegal drugs*

Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).

24.2.9 *Adult Content and Services*

Pornography and other obscene materials (including literature, imagery, and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.

24.2.10 *Multi-level Marketing*

Pyramid schemes, network marketing, and referral marketing programs.

24.2.11 *Unfair, Predatory or Deceptive Practices*

Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorisation or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

24.2.12 *High-Risk Businesses*

Any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

24.3 Conditional Use

Express written consent and approval from Globiance must be obtained prior to using Globiance Services for the following categories of business and/or use (hereinafter referred to as "*Conditional Uses*"). Consent may be requested by contacting us at: <https://globiance.com/support> or alternatively email us at onboarding@globiance.com.

Globiance may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Globiance Services in connection with any of the following businesses, activities, or practices:

24.3.1 *Money Services*

Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Globiance Services.

24.3.2 *Charities*

Acceptance of donations for non-profit enterprise.

24.3.3 *Games of Skill*

Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.

24.3.4 *Religious/Spiritual Organisations*

Operation of a for-profit religious or spiritual organisation.

25. Contact Us

25.1 Please contact us if you have any questions about these Terms. We will respond within a reasonable timeframe.

25.2 You may contact us via our Support page, email, or at our mailing address below:

UAB GLOBIANCE LT

Vilnius, EiSiSkiq Sodq 18th st. 11
<https://globiance.com/support>
support@globiance.com

26. Appendix A: Permitted Jurisdictions

Belgium	Lithuania
Bulgaria	Luxembourg
Cyprus (the Greek section)	Malta
Denmark	The Netherlands
Germany	Norway
Estonia	Austria
Finland	Poland
France	Portugal
Greece	Romania
Hungary	Slovenia
Ireland	Slovakia
Iceland	Spain
Italy	The Czech Republic
Croatia	Sweden
Latvia	Switzerland
Liechtenstein	UK

Date Last Updated: 15th of June 2022 (15/06/2022)

