Terms of service

1.

General Provisions

1. This document constitutes the regulations referred to in the provision of Article 8 of the Act of July 18, 2002 on the provision of electronic services (i.e., consolidated text February 6, 2020, Journal of Laws of 2020, item 344), hereinafter referred to as the Terms of Service.

2. Web services at the address https://exchange.digital-key.io/ is maintained by the company acting under the name of DIGITALKEY INNOVATIONS Sp.Z.oo, established and operating in accordance with the laws of the Republic of Poland, with its registration number KRS: 0001081318, having its seat at ul. Piotrkowska No. 116, suite no. 52, city ŁÓDŹ, postal code 90-006, post office ŁÓDŹ, country POLAND; Company is entered also in Polish Register of Virtual Asset Service Providers under position RDWW-1150; electronic mail address: support@digital-key.io

3. This document, hereinafter referred to as „the Terms of Service" outlines:

    1. type and range of services provided via Website Service, located at the address https://exchange.digital-key.io/ hereinafter referred to as "the Website Service";

    2. rules constituting a legal basis for using the Website Service;

    3. complaint procedures;

    4. conditions regulating the conclusion and termination of the services offered by the Website Service;

4. On the Website Service the Terms of Service are provided in a manner allowing to acquire them, reproduce them and preserve their content by printing or saving on data carriers at any time.

5. On the Website Service the Terms of Service are provided free of charge. The User is not bound by the provisions of the Terms of Service that were not provided to him in a manner indicated in point 3 of this paragraph.

6. The Website Service is managed by DIGITALKEY INNOVATIONS SP.ZO.O., hereinafter referred to as "the Service Provider" or "the Administrator".

7. The Service Provider renders services by electronic means in accordance with the Terms of Service.

2.

Definitions

The terms indicated below will have the following meaning:

1. Service Provider, Administrator – DIGITALKEY INNOVATIONS SP.ZO.O., established and operating in accordance with the laws of the Republic of Poland, with its registration number KRS: 0001081318, having its seat at at ul. Piotrkowska No. 116, suite no. 52, city ŁÓDŹ, postal code 90-006, post office ŁÓDŹ, country POLAND; electronic mail address: support@digital-key.io

2. Business day **–** days from Monday to Friday, excluding public holidays;

3. Order Form – subpage of the Website Service, which dully fulfilling by the Client enables conclusion of Service Agreement;

4. Client – any natural or legal person, and an organizational unit which has been granted legal capacity by the governing law, who concluded or intends to conclude Service Agreement with the Service Provider;

5. Consumer – a Client who is a natural person with full legal capacity, who has concluded or intends to conclude an Service Agreement for the provision of digital content with the Service Provider or has concluded or intends to conclude an agreement for the provision of E-Services with the Administrator not directly related to his/her business or professional activity;

6. Account – a set of resources present in the Administrator's data communication network, specified by the individual name and password given by the User, where all the User's data are gathered;

7. Newsletter – service rendered via electronic means by the Administrator, consisting in a regular or at different time intervals distribution of information at electronic mail address indicated by the User, including commercial information related to promotions, new offers, events, competitions organized by the Administrator.

8. Virtual Currency – digital data in the current offer of the Service Provider, in particular in the form virtual currencies;

9. Terms of Service – this document.

10. Website Service – the website service, being the Administrator's sole property, available at the domain address: https://exchange.digital-key.io/ in accordance with the Administrator renders Services, enables conclusion of Service Agreement.

11. Service Agreement – agreement for exchange between virtual currencies and means of payment, concluded or entered into between the Client and the Service Provider through the Website Service, on the basis of which the Service Provider is obliged to exchange between Virtual Currencies and means of payment to the Client and the Client is obliged to pay the Service Provider the price for the exchange;

12. E-Service – any services provided by electronic means by the Administrator to the Users under provisions of these Terms of Service.

13. User – any natural or legal person, and an organizational unit which has been granted legal capacity by the governing law, who used or intends to use the E-Services.

14. Exchange Order – Client's declaration of will that leads to concluding the Service Agreement with the Service Provider.

3.

Type and scope of E-Services provided by the Website Service

1. The Website Service is intended solely for the use of adults, it concerns both Users opening an account and persons browsing through the content provided by the Administrator.

2. The User is obliged to refrain from carrying out any unlawful actions related to using the Website Service, especially using the Website Service directly or indirectly in an illegal manner, contrary to the Terms of Service, good manners or generally accepted principles of using the Internet.

3. The User is obliged to refrain from using the Website Service in a manner contrary to its purpose, especially to perform marketing, advertising and promotional activities.

4. The Administrator renders through the Website Service, **services provided by electronic** means consisting in:

    o a) Managing of the Account in the Website Service;

    o b) Using of the Exchange Form;

    o c) Subscribing to the Newsletter;

    o d) Contact Form;

- o e) Crypto Market News;

5. Managing of the Account proceeds by taking the following steps by the User:

- o a) filling in the registration form, available on subpage of the Website Service, activating as a result of accessing linked "SIGN UP', where User has to provide:

  - ▪ a)1. first and last name

  - ▪ a)2. electronic mail address;

  - ▪ a)3. password.

6. As a consequence of a proper registration the Website Service creates an Account for the User, which gets assigned to their username, thereby the agreement of managing the Account is concluded.

7. The User gains access to their Account by inserting their email and password into an indicated box, via the Website Service.

8. One User is allowed to have solely one Account in the Website Service.

9. The Administrator is entitled to remove or suspend the Account, in case of:

- o a) infringement of the provisions of Terms of Service;

- o b) infringement of the provisions of AML policies;

- o c) The Administrator, at its sole discretion, determines that the User Risk level is beyond the company Risk appetite.

10. The E-Service of managing the Account is rendered free of charge for an unspecified period of time.

11. The agreement of managing the Account can be terminated by removing the Account or by making declaration by the User, in particular sent in electronic form to the following e-mail address of the Administrator: support@digital-key.io

12. Using the Exchange Order Form Service starts by entering the section of the Website Services which allows users to exchange between Virtual Currencies and means of payment.

13. The process of placing the Exchange Order consists of the following stages:

- o a) Filling in the Exchange Order Form;

- b) Clicking the mouse button on the "Exchange under Payment Obligation" button after filling in the Exchange Order Form;

14. In the Exchange Form there is also required to indicate main features of the Service Agreement:

   - a) Type of the Virtual Currency being subject of the Service Agreement, which takes place as result of indicating it in Exchange Form;

   - b) Quantity of the Virtual Currency;

   - c) Blockchain Network which is suitable for settling the Virtual currencies to the User wallet.

   - d) The User's Crypto wallet address to which the Virtual currencies will be settled.

   - e) Method of payment.

15. The E-Service of Exchange Form is a one-off and is rendered free of charge. The Service of the Order Form is terminated at the moment of the Exchange Order placement or at the moment the User ceases filling in the Exchange Order Form.

16. The E-Service of the Newsletter subscription is initiated when the User enters their electronic mail address in the relevant section of Website Service and clicking the mouse button on the "+" button.

17. The Newsletter is a Service rendered via electronic means by the Administrator consisting in regular or at different time intervals distribution of information at electronic mail address indicated by the User, including commercial information related to promotions, new offers, events and competitions organized by the Administrator.

18. By the indication of electronic mail address the User consents to receive commercial information from the Administrator.

19. The Service of Newsletter subscription is rendered free of charge for an unspecified period of time.

20. The agreement of the Newsletter subscription can be terminated by making declaration by the User, in particular sent in electronic form to the following e-mail address of the Administrator: **support@digital-key.io**

21. The use of the E-Service Contact Form has its beginning from the moment of entering the first data into the text window, allowing contact with the Service Provider.

22. Access to the Contact Form is not subject to any formalities by the User, in particular, this access does not require the User to register an Account.

23. The Contact Form contains 4 headings:

    o a) field for the identification of the Service Recipient, requiring indication of electronic mailing address;

    o b) field for the identification of the Service Recipient, requiring indication of First name;

    o c) field for the identification of the Service Recipient, requiring indication of Last name;

    o d) field for identification the Message;

24. Filling all fields is necessary to use the Contact Form.

25. The Contact Form E-Service is provided free of charge and is of a one-time nature. The Contact Form E-Service shall be terminated upon sending a message to the Service Provider through it or upon earlier discontinuation of filling in the fields of the Contact Form.

26. The Service Provider shall not be responsible for cases of unavailability of the Contact Form occurring due to the failure of the telecommunication communication system and for other consequences of the malfunction of telecommunication links and damages caused by them.

4.

The Service Agreement

1. The Client has to place the Exchange Order to conclude the Service Agreement.

2. The Client has to create an account in Website Service to conclude the Service Agreement.

3. The Client has to upload requested documents and provide personal information required by the Service Provider according to the Polish AML Act in order to be able to conclude the Service Agreement. The Client may use Website Service to exchange between Virtual Currencies and means of payments, however completing an order is only possible after a positive result in the KYC process.

4. The Client can place the Exchange Order 24 (twenty four) hours a day via Website Service.

5. After completing the registration and logging in to access the Account, the Client places an order of the Virtual Currency they are interested in, by entering their order in the Exchange Order Form, then proceeding with their Buy or Sell order by clicking the mouse on the button "Exchange Order under Payment Obligation".

6. In the Exchange Form, the Client is also required to indicate main features of the Service Agreement:

   o 6.1. Name of the Virtual Currency, which is done by the Client when selecting the Virtual Currency on the Exchange Order Form.

   o 6.2. Quantity of the Virtual Currency;

   o 6.3. Blockchain Network which is suitable for settling the Virtual currencies to the User wallet.

   o 6.4. The User's Crypto wallet address to which the Virtual currencies will be settled.

   o 6.5. Method of payment.

7. The process of placing the Exchange Order ends upon the Client clicking on the "Exchange Order under Payment Obligation" button, thereby initiating the Buy or Sell order. Performing this activity means placing the Exchange Order and conclusion of the Service Agreement with the Service Provider of the exchange between Virtual Currency and means of payment.

5.

The payment

1. The Service Provider provides for the following modes of payment arising from the Service Agreement:

   o 1.1. Payment via SEPA Bank transfer or Online banking

   o 1.2. Payment via APM or Card payments

2. Purchased Virtual Currencies will be delivered to the wallet, indicated in the Exchange Form after payment is recorded by the payment system.

6.

Prices

1. The Virtual Currencies exchange rate presented on the Website Service are expressed in EUR.

2. The total cost of the Exchange Order is indicated in the Exchange Form before placing the Exchange Order by the Client.

7.

Liability

1. The Administrator is not liable for any damages which may occur as a consequence of not providing to the User the E-Services and performing Service Agreement rendered under these Terms of Service, as a result of the circumstances for which the Administrator is not responsible, especially those due to force majeure, equipment failure, errors or third party intervention.

2. The Administrator is not liable for any damages which may occur as a consequence of a temporary unavailability of the Website Service, being a result of the implementation of system updates, changes, server's failure, and the Website Service modernization.

3. The Administrator is not liable for the consequences of non-performance or improper performance of the obligations assumed by anybody, via Website Service, and for the capacity of those persons to assume obligations.

4. Entities independent of the Administrator are allowed to place advertisements of the Website Service using reference marks (links), banners etc. The Administrator bears no liability for the offers, information or actions performed by third parties. If a User decides to act in compliance with the advertisement, they do so at their own risk and thus shall have no complaints against the Administrator regarding the aforementioned offers, information, or actions.

5. The Administrator bears no liability for the consequences of gaining the Client's password by a third party.

6. The Administrator is not liable for any damage which occurred as a consequence of not making or inappropriate making of payment via payment provider.

7. The Service Provider has a legal obligation to provide the Consumer with a Virtual Currency without defects.

8. The basis and scope of the Service Provider's liability to the Consumer if the delivered Virtual Currency has a physical or legal defect are defined by generally applicable laws, in particular the Polish Civil Code.

9. Liability to the Client who is not a Consumer and an Entrepreneur on the rights of a Consumer is excluded.

10. If the Virtual Currency received by the Client who is a Consumer is defective, he may exercise his rights from the Service Provider under provisions of the Polish Civil Code.

11. The Consumer may file a complaint, for example:

   o in writing to the address:

   o in electronic form via e-mail to: support@digital-key.io

12. The Service Provider will respond to the Consumer's complaint no later than within 14 calendar days from the date of its submission. If the Consumer has requested replacement of the item or removal of the defect, or has made a statement on price reduction, specifying the amount by which the price is to be reduced, and the Service Provider has not responded to this request within 14 calendar days, it is considered that the Service Provider has recognized the request as justified.

13. The Consumer may, within 14 calendar days, withdraw from the contract concluded with the Service Provider, without giving any reason and without incurring costs other than those provided by law and indicated in the Regulations. To meet the deadline it is sufficient to send the Service Provider's statement of withdrawal from the contract before its expiration. However, **this right does not apply in the cases described in this section below, in particular**

   o **in the case of a contract for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiration of the deadline for withdrawal and after the Seller has informed him of the loss of the right to withdraw from the contract;**

   o **in cases where the price depends on the fluctuations in the financial market or the cryptocurrencies market, over which the Service Provider has no control, and which may occur before the expiration of the deadline for withdrawal from the agreement.**

14. **Client hereby acknowledges the nature of Service Agreement and Virtual Currencies (digital content that is not recorded on a tangible medium / the price depends on fluctuations in the financial market or the cryptocurrencies market, over which the Service Provider has no control) the lack of the right to withdraw from the Service Agreement.**

15. The User and the User who is a Consumer shall be entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of December 15, 2000 on Trade Inspection (Journal of Laws No. 4 item 25, as amended) to resolve a dispute. Information on how to access the above dispute resolution procedure and procedures can be found at the following address: http://www.uokik.gov.pl, in the sub-page "Settlement of consumer disputes".

16. Pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on Online Dispute Resolution for Consumer Disputes, a Consumer has the option to file a complaint through the ODR platform at https://webgate.ec.europa.eu/odr/main/?event=main.home.show.

17. The ODR platform is a platform for online dispute resolution between consumers and traders at the EU level, which is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court dispute resolution of contractual obligations arising from an online sales or service contract.

18. The Consumer has the option of using out-of-court means of complaint handling and redress, for example, by submitting a request for dispute resolution to a permanent amicable consumer court or submitting a request for out-of-court dispute resolution to a Provincial Inspector of the Commercial Inspection.

8.

Complaint procedures

1. If the Services provided by the Administrator are not realized in accordance with these Terms of Service, the User is entitled to file a complaint.

2. The complaint can also be filed in the event where the User starts to have doubts about the quality of the Services provided by the Administrator or states that their rights have been violated due to the Website Service's functioning.

3. The complaint can be filed by electronic means, via email: support@digital-key.io

4. The complaint application has to contain:

   o   a) name and surname;

   o   b) company name; in case where the User is a Legal entity

   o   c) electronic mail address;

   o   d) the reason of filing a complaint and a detailed description of the manner and range of violation;

- e) where possible, evidence to support the complaint, in particular the screenshot.

5. If the reason of the complaint is failure to deliver the Virtual Currencies, The Client's complaint is being considered without undue delay, no longer than within 24 hours counting from the date of its receipt in a correct form and with the proper content.

6. In Particular, lower than recommended computer technical parameters resulting in malfunction of the Virtual Currencies can not be considered as fault or defect of the Virtual Currencies and be the reason for a complaint.

7. The Reply to the complaint shall be sent by electronic means to the electronic mail address, from which it was sent.

9.

Administrator's rights

1. The Administrator reserves the right to refuse or reject the User's registration at its sole discretion or pursuant to the imposed legal restrictions, in particular upon Polish AML requirements.

2. The Administrator is entitled to:

   - Block the Client's Account immediately in case of breach of these Terms of Service or the governing law.

   - For safety reasons, User Risk and/or Money laundering, or due to other significant purposes independent of the Administrator, the Administrator is entitled to temporarily suspend the User's or the Client's access to the Account for the time necessary to eliminate the undesirable consequences of the circumstances that have occurred.

   - The administrator reserves the right to refuse, suspend, or reject funds or exchange orders at its discretion. Delays in providing the service may occur due to reliance on third-party providers for service completion.

10.

Technical requirements

1. The User interested in gaining Access to the Website Service run by the Administrator, should have:

   - 1.1. The computer with Internet access;

- 1.2. The Internet browser: Mozilla Firefox version 8.0 or later, Internet Explorer version 7.0 or later, Opera version 10 or later, Google Chrome version 17 or later;

- 1.3. Display resolution 1024×768 at least;

- 1.4. Support for cookie files enabled in the Internet browser.

- 1.5. High-resolution camera available on their computer or mobile device.

11.

Intellectual property rights

1. The Website Service is the Administrator's property. The source code, the database, the Website Service's software enabling the usage of E-Services, concluding Service Agreement marketing materials and other elements having features of a composition, available on the Website Service, are the Administrator's sole intellectual property.

2. The User is entitled to use the Website Service and the data it contains only in a range stated in the Terms of Service – for his own needs. As a consequence, the User is not allowed especially to:

   - 2.1. Translate, adapt, change the structure or perform any other modifications to the Website Service's data.

   - 2.2. Disseminate, duplicate, copy, use in whole or partially the information present on the Website Service, especially on the basis of lending, lease, tenancy or sale;

   - 2.3. Giving access to the Website Service and its database to the third party, including sharing the password with the third party;

   - 2.4. Gaining information about the internal structure or functioning of the Administrator's Website Service's software;

   - 2.5. Unauthorized downloading, changing or deleting the Website Service's data;

   - 2.6. Recording and multiplying data downloaded from the Website Service, except making printouts for one's own purposes.

3. Every breach of the Administrator's intellectual property rights by the User results in the civil and/or criminal liability.

12.

Final provisions

1. The Administrator reserves the right to make amendments to the provisions of these Terms of Service unilaterally, at any time, without giving reasons.

2. The Administrator is obliged to inform the Users about any amendments to the Terms of Service immediately, by publishing them in a form of the Terms of Service uniform text on the Website Service.

3. The Administrator shall inform the Clients about changing the Terms of Service via email. The information will be limited to indicating the address of the website where the new version of the Terms of Service is available.

4. The date of publishing the amended provisions of the Terms of Service is the date of them coming into force. The amended provisions of the Terms of Service shall apply to the Agreements concluded before the date of them coming into force only if the User does not terminate the Agreement within 14 day's period counting from the day of being informed by the Administrator about changing the Terms of Service.

5. The governing law for the Terms of Service is the law of the Republic of Poland.

6. The governing law for all legal agreements between the Service Provider and the Client as well as for services provided by electronic means is the law of the Republic of Poland.

7. Personal data provided by the Users are gathered and processed by the Administrator in accordance with the legal Terms of Service in force and with the Privacy Policy – a separate document published on the Website Service.

8. The Client should contact the Administrator via email: support@digital-key.io or contact form.

9. The Client should contact the Administrator using the email address given during the Registration process.

10. The Terms of Service are available at the Website Service in its valid version.