

## Terms of Service

### Terms and Definitions

CRYPTOCARBON GLOBAL LTD(10358061) (hereinafter referred as the "CryptoCarbon LTD" as an administrator of the Website defined below) adopts these Terms of Use (hereinafter referred as the "Terms") that specifies User's (as defined below) rights and obligations and constitute a legally binding agreement for both parties. These Terms affect User rights and impose certain obligations while using the Website, so the User must read them carefully.

**"CryptoCarbon Global LTD has been temporarily registered under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as a cryptoasset business until 9 July 2021, pending the determination of our application by the Financial Conduct Authority."**

1.1. The following terms used in these Terms have the following meanings:

**"Account"** A program that securely stores personal information of the User (Offers, Transactions) related to the use of the Website.

**"Cryptocurrency"** CryptoCarbon, Bitcoin, Litecoin and similar blockchain based digital assets.

**"Fiat currency"** Euro or other government-issued currency.

**"Offer"** A declaration of intention to commit a transaction on the specified terms made either through the Website directly or through any application programming interface (API).

**"Fees"** Fees payable to Cryptocurrency for each completed Transaction.

**"Terms"** These Terms of Use as amended by CryptoCarbon LTD with or without notice.

**"CryptoCarbon LTD"** CRYPTOCARBON GLOBAL LTD(10358061), a company registered in uk and have our registered office at 27 Foxgrove Avenue, Northampton, NN28HG.

**"Transaction"** Sale, purchase, deposit or withdrawal of Cryptocurrency and/or Fiat currency through the Website under these Terms.

**"User"** An individual or a corporate representative who uses the Website, agreed to the Terms of Use and is a holder of an Account.

**"Website"** Collection of information, texts, graphic elements, design, pictures, photo and video and other intellectual property, as well as the software in the information system available on the Internet at this domain address or associate websites, API interface, iframes, Mobile APPs etc used to access the website.

1.2. These Terms of Use shall be governed by and construed in accordance with the laws of India, unless otherwise expressly provided.

1.3. All disputes and controversies arising out of or in connection with this website and these Terms of Use shall be submitted to the Court in the United Kingdom at the venue of the registered office.

1.4. The headings of the clauses of these Terms are for convenience only and shall not affect the meaning or interpretation of these Terms.

## **Scope of Use**

### **Exchange terms**

2.1. Upon these terms of use, CryptoCarbon LTD hereby grants the User a non-exclusive, non-transferable limited license to use the Website in strict accordance with the terms and conditions stated below. All rights not expressly granted herein are fully reserved by CryptoCarbon LTD, its advertisers and licensors.

2.3. User may use the Website and its services to place Offers and make Transactions upon acceptance of these terms and opening the Account.

2.4. The Website has not been designed for and cannot be used by individuals and/or corporate and non-corporate entities that are regulated by the laws of the countries where transactions with cryptocurrencies are restricted. The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all services, products and content of the Website. CryptoCarbon LTD, as well as any other person, authorized by CryptoCarbon LTD to administer the Website, could not be held liable for any legal risks and disputes arising in the jurisdiction of User's residency.

2.5. The Website has not been designed for and cannot be used by residents of the United States. If a person/legal entity is a citizen or a resident of the United States, he/she shall stop using the Website immediately. CryptoCarbon LTD as well as any other person, authorized by CryptoCarbon LTD to administer the Website, under no circumstances can be held liable under any laws, including but not limited to the regulations contained in the 16 U.S. Code Chapter 4 (FATCA), in case a citizen or a resident of the United States of America violates this clause 2.5.

2.6. The Website is designed for legally capable Users under personal laws. If a User is not legally capable, he or shall immediately stop using the Website.

### **Account Verification**

3.1. The User shall open and maintain an Account by registering on the Website. The User is entitled to use all functions of the Account upon completion of the verification procedure as described on the Website. As part of the registration and account creation process necessary to obtain access to certain pages of the Website, the User should select the proper user's email address and a password.

The User shall provide CryptoCarbon LTD with certain registration information, all of which must be accurate, truthful, and complete information:

3.1.1. Fullname;

3.1.2. Date and place of birth;

3.1.3. Passport (or other document) number and country of issuance;

3.1.4. Residential address;

3.1.5. Telephone number.

3.1.6. Power of attorney or other proof of corporate representative status.

3.2. The User shall not:

3.2.1. Select the email address already used by another person;

3.2.2. Use the email address in which another person has rights without such person's authorization;

3.2.3. Use invalid e-mail address.

3.3. CryptoCarbon LTD reserves the right to deny creation of an Account based on CryptoCarbon LTD's inability to verify the authenticity of the registration information or request additional information and/or documents from the User. In case the User provides counterfeit documents and false personal information, such behaviour will be interpreted as a fraudulent activity.

3.4. The User ensures the confidentiality of their email address and password, and does not allow using this information without its consent. Any person that has used this information to log-in the Website is considered to be acting as the agent of the User unless the User has informed CryptoCarbon LTD of suspected unauthorized use of its mail address and password. The User is responsible for maintaining adequate security and control of any and all IP, passwords, personal identification numbers, or any other codes that it uses to access the CryptoCarbon LTD services

### **Transaction Rules**

4.1. The User acknowledges and agrees that when completing Transactions, he or she is trading with other User and that CryptoCarbon LTD acts only as an intermediary in such Transactions, not as counterparty to any trade, and under no circumstances can be considered as a party to the Transactions.

4.2. CryptoCarbon LTD allows User to submit Offers to purchase/sell Cryptocurrencies for Fiat currency and vice versa The price for which User offer to buy or sell the Cryptocurrencies is at their own discretion.

4.3. The User makes Offers through the Account. The Transactions are made automatically or manually between users when the matching Orders have placed through Accounts of User.

4.4. A Transaction can be accomplished only if the Accounts involved in such a Transaction are credited with sufficient amount of Cryptocurrency and/or Fiat currency for the purposes of this Transaction (balance sufficiency The balance sufficiency is defined automatically after charging all relevant fees and charges under the Tariff plan.

4.5. Offers can be processed either in full or in part. Offers may be aggregated when it is unlikely that such an aggregation would cause any damages for the User.

4.6. The User is entitled to cancel his/her Offer at any time before such Offer has been processed for the purpose accomplishing a Transaction.

4.7. Once the Transaction has been processed, the Accounts involved in it shall be credited with the Cryptocurrency and/or Fiat currency according to the terms and conditions of the Transaction.

4.8. The User is entitled to deposit and withdraw Cryptocurrency and/or Fiat currency from his/her Account using any available means of transfer (bank transfer, credit cards, electronic wallets etc.). CryptoCarbon LTD may introduce restrictions as to the frequency or amount of such deposits and withdrawals. Cryptocurrency and/or Fiat currency held on the Accounts are property of the User that opened these Accounts.

4.9. CryptoCarbon LTD has the right to decline User's Transactions and/or suspend User's Account and block all Cryptocurrency, Fiat currency and commodity sums contained therein, in case of non-fulfilment or unduly fulfilment of the Terms of Use by the User.

4.10 The balance credited or in pending of the BTC Back or affiliate rewards platform belong the CryptoCarbon LTD unless a withdrawal request as per the terms is made by the user and approved by CryptoCarbon LTD

### **Fees**

5.1. The User agrees to pay CryptoCarbon LTD the Fees for each completed Transaction under the Tariff Plan.

5.2. CryptoCarbon LTD reserves the right to change Fees from time to time by publishing updates of the Tariff Plan.

5.3. Fees shall be paid before processing any Transaction or any withdrawal from the Account.

5.4. All fees owed by the User to the third parties (including the financial institutions) are not covered by this Term

### **User's Obligations**

6.1. A User agrees to use the Website and its services and the Account according to the laws of United Kingdom and these Terms

User shall not be allowed to:

6.1.1. perform illegal activities, including but not limited to fraud, money laundering and financing terrorism;

6.1.2. Introduce or broadcast through the Internet, distribute any data programs (viruses, harmful software etc.) that potentially threat CryptoCarbon LTD systems, its providers, third parties and/or User of an internal network or this Website;

6.1.3. Reproduce, duplicate, copy, sell, resell or explore for commercial purposes partial or complete contents;

6.1.4. Use any programs, robots or other automated means in order to collect and/or record the information from the Website, except for special means provided by CryptoCarbon LTD for these purposes.

6.2. CryptoCarbon LTD reserves the right (at its sole discretion) to decline User's Transactions and/or suspend the Account (or certain functionalities thereof such as depositing, receiving, sending and/or withdrawing Cryptocurrency or Fiat currency) at any time where it is required to do so under relevant and applicable laws and regulations

or having grounds to believe that the User uses the Account for illegal purposes. CryptoCarbon LTD will make reasonable efforts to inform the User of any such suspension unless CryptoCarbon LTD is prohibited from doing so by law or under an order from a competent court or authority.

## **Copyright and Intellectual Property Right Ownership**

7.1. The Website in its entirety, its domain name, its contents and any information on it are protected under the relevant copyright, trademark and other intellectual property laws.

7.2. The User may not use any name, logo, image, trademark or any other intellectual property object used on the Website without prior written consent of CryptoCarbon LTD.

7.3. The access to the Website under no circumstances shall be construed as the acquisition by a User of ownership, title, right or interest of any kind in or to the Website, its contents and any information on it.

7.4. Just the Brand TechBank and the User interface are used by CryptoCarbon LTD under the white-label licence from TechBank OÜ (14440607) which is a SAAS based software technology provider. TechBank OÜ does not operate any crypto wallet or trade services.

## **Taxes**

8.1. It is the User's responsibility to determine which, if any, taxes apply to the payments received, and to report and remit the correct tax to the appropriate tax authority. CryptoCarbon LTD is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transactions between its User.

## **Disclaimer**

9.1. No information on the Website is intended to provide the User with investment, tax, accounting or legal advice shall not be interpreted as a recommendation or endorsement with regards to any Cryptocurrency. Any decision to buy or sell Cryptocurrency is the User's decision and CryptoCarbon LTD will not be liable for any loss suffered.

9.2. A User understands and accepts the fact that trading with Cryptocurrency offered via the Website involves significant risks. CryptoCarbon LTD recommends the User to ask for professional financial and/or legal advice before trading via the Website.

9.3. Everything on the Website shall be regarded "as is" without any express or implied representations or warranties of non-infringement, merchantability of the Website and its fitness for a particular purpose.

9.4. If CryptoCarbon LTD is forced to remove or suspend services provided to the User, the User will receive a notification to withdraw Cryptocurrency and/or Fiat currency from the Account. User shall repay the Margin loans, if any, for the withdrawal of Cryptocurrency and/or Fiat currency.

9.5. The Website reflects the state of the Cryptocurrency exchange market however CryptoCarbon LTD cannot and therefore does not guarantee the adequacy, timeliness, accuracy or completeness of any information on the Website.

9.6. CryptoCarbon LTD shall not be liable for any losses or damages incurred as a result of any interruption, errors, or lack of security in the operation of the Website. CryptoCarbon LTD undertakes to take the necessary measures to maintain the level of information security of the Website and prevent the potential threats.

9.7. THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES,

PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

EACH OF THE PARTIES TO THIS AGREEMENT DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS WEBSITE; (B) ANY WARRANTIES THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE ERROR-FREE OR THAT DEFECTS IN THIS WEBSITE, ITS CONTENT OR SUCH SERVICES OR PRODUCTS WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THIS WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT.

THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. THE WEBSITE AND CONNECTED PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

In addition, to the maximum extent permitted by law, none of the Parties to this agreement shall be responsible or liable for:

(a) any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content;

(b) any reliance on, or decision made on the basis of, information or material shown on or omitted from this Website;

(c) any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on this Website (if any) and any representation or otherwise that CryptoCarbon LTD have or will ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs;

(d) any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control;

(e) the performance of this Website and any fault, delays, interruptions or lack of availability of this Website and any of the services or products provided through this Website, which may occur due to increased usage of this Website, intermittent failures of this Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and (f) any information or material on any website operated by a third party which may be accessed from this Website.

9.8. IN NO EVENT WILL THE PARTIES TO THIS AGREEMENT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER THE PARTIES TO THIS AGREEMENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OR PERFORMANCE OF THIS WEBSITE; (B) ANY PROVISION OF OR FAILURE TO PROVIDE THIS WEBSITE OR ITS SERVICES (INCLUDING WITHOUT LIMITATION ANY LINKS ON OUR WEBSITE); (C) ANY INFORMATION AVAILABLE FROM THIS WEBSITE; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS, USE OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR (F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU. IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE PARTIES ARISING UNDER THESE TERMS EXCEED £5.00 GBP.

## **Liability**

10.1. CryptoCarbon LTD shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other losses or damages (including, but not limited to, damages for loss of profits, loss of business, use, data or other intangible damages), under any contract, tort (including, without limitation, negligence and strict liability) or other legal theory, howsoever caused, arising out of or relating in any way to the Website its contents or any information on the Website, or any errors or omissions therein.

10.2. CryptoCarbon LTD shall not be liable for: (a) hardware, software or internet connection is not functioning properly (b) any suspension or refusal to accept payments which CryptoCarbon LTD reasonably believes to be made fraudulent or without proper authorization (c) unforeseen circumstances preventing the proper performance despite any reasonable precautions taken by CryptoCarbon LTD (power outages, fire, flood, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures as well as downtimes of the Website).

## **Risk Disclosure.**

11.1. The User understands and accepts the fact that trading with Cryptocurrency offered via the Website involves significant risks. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Cryptocurrency can be substantial. Thus, CryptoCarbon LTD suggests that users carefully consider whether such Transactions are suitable for you in light of your circumstances and financial resources.

11.2. The User should be aware that you may sustain a total loss of the Funds in your Account and, in some cases, you may incur losses beyond such Funds. Additionally, under certain conditions, you may find it difficult or impossible to liquidate a position. These brief statements cannot disclose all risks and aspects associated with these

Transactions, therefore CryptoCarbon LTD recommends that User seek professional financial and/or legal advice before trading via the Website.

11.3. Additionally, the User acknowledges that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that CryptoCarbon LTD shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when trading via the Services, however caused.

### **Links to Other Websites**

12.1. The Website may contain links to third-party internet websites, resources, advertisers, services, special offers or other events or activities that are not owned or administered by CryptoCarbon LTD. CryptoCarbon LTD is not responsible for the contents of such third-party websites, materials, information or services. The access and use of such websites, materials, information or services are at User's own risk.

### **Changes, Duration and Termination**

13.1. These Terms are subject to changes, amendments and modifications. By continuing to use the Website a User is considered to be bound by the amended version of these Terms. In the event of change of these Terms, User may or may not receive a notification to the email address. If any changes to these Terms are not acceptable to a User, the User's only remedy is to cancel his/her account and stop using the Website.

13.2. The services and the information included in the Website have an indefinite duration. CryptoCarbon LTD may terminate or suspend the service or the information posted in the Website totally or partially.

13.3. If CryptoCarbon LTD is forced to remove or suspend services provided to the User, the User will receive a notification to withdraw Cryptocurrency and/or Fiat currency from the Account (except for Margin loans). Users shall repay the Margin loans for the withdrawal of Cryptocurrency and/or Fiat currency.

### **Terms & Conditions for our Cashback ('BTC Back') Account**

14.1 This page outlines the terms and conditions of using our service. It clarifies our obligations to you and your obligations as our BTC Back member (cashback consumer). By using our website, you agree to the following terms and conditions.

14.2 The white labelled crypto based services provided through this website including crypto wallet services, trade facilities, 'BTC Back' account etc are offered by CryptoCarbonGlobal LTD (**10358061**), registered address 27 Foxgrove Avenue, Northampton, NN2 8HG, under their terms and you accept them while using those service through the website.

14.2 Copyright: All the images, content, database and code are copyright protected materials owned by CryptoCarbonGlobal LTD, all other designated trademarks, copyrights and brands are the property of their respective owners. You are not allowed to copy, download or distribute in any manner without written permission from us.

14.3. Spam: You are not allowed to advertise our services by inappropriate means like spamming forums or other websites. If you genuinely want to promote us, please get in touch with us.



14.4. Our BTC Back account is completely free to use and is funded by our retail partners through sponsored advertising. This will include in-store and an additional online BTC Back options.

### **Your free BTC Back membership with Website**

15.1. Only one membership per person is allowed.

15.2. The referral bonus you receive for referring someone is paid to you not from any joining fees but from the commission CryptoCarbon LTD receive while they shop using CCRB BTC Back platform and will be credited to your pending account in e-wallet. You will receive it into your approved e-wallet only when the person you have referred becomes active by using shop and mine and earn enough cash back through shopping and make their first withdrawal from the e-wallet.

15.3. The CryptoCarbon LTD can set/change the minimum withdrawal limit from time to time without notifying you.

15.4. The approved BTC Back from e-wallet can only be withdrawn when the withdrawal limit set by the company from time to time is achieved.

15.5. CryptoCarbon LTD reserves the right to amend, impose conditions upon or cancel your membership if CryptoCarbon LTD suspects any breach of terms or fraudulent activities or spam.

15.6. You agree not to apply for services or purchase products, which you do not intend to use, just for obtaining the BTC Back reward.

15.7. You need to be logged in to our site, click on our links before you visit the retailer and complete the purchase wholly online for your BTC Back to track.

15.8. No one, except you should use your account for purchases.

15.9. You are responsible for keeping your profile and contact details up to date. If you lose payments or cheques due to inaccurate details provided by you, CryptoCarbon LTD may charge you a fee (of not more than \$5) to reissue payment.

15.10. CryptoCarbon LTD will terminate inactive accounts of members who have not used it for more than 12 months.

15.11. When you join our website and use our links to make an online purchase, CryptoCarbon LTD gets a commission from the merchant for referring the sale. A proportion of this is paid as BTC Back to you, our BTC Back member.

15.12. The amount of BTC Back you are expected to be paid is clearly displayed in the relevant merchant description. Please read our knowledge base to know more about the process.

15.13. If for any reason (like you return the product, purchased on the phone etc) they refuse to pay, CryptoCarbon LTD cannot pay you the BTC Back.

15.14. Most transactions are tracked with no problems. Occasionally, if there are problems with tracking, CryptoCarbon LTD does everything CryptoCarbon LTD can to

assist you. Your purchases are tracked electronically by merchants or via third party networks, who report back to us.

15.15. While CryptoCarbon LTD makes little delay from our end and takes utmost care in reporting, CryptoCarbon LTD will not be responsible if there are errors in their tracking or reporting.

15.16. CryptoCarbon LTD reserves the right to adjust your BTC Back account in certain circumstances, including inaccuracies in reporting, non-payment by merchants or goods returned.

15.17. Whilst CryptoCarbon LTD make all reasonable efforts to advertise the correct BTC Back amounts, if there are any errors in advertising, CryptoCarbon LTD can only pay you up to a maximum of 75% of what CryptoCarbon LTD get paid by the merchant on these occasions.

### **"BTC Back" Payments**

16.1. CryptoCarbon LTD sends out payments every month. Payment method is chosen by you from the options available in your profile.

16.2. Newsletters: CryptoCarbon LTD does not send you a lot of emails, but it is a condition of your membership with us that you have a valid email address where CryptoCarbon LTD can communicate to and send occasional newsletters.

### **Your online purchases**

18.1. Please note that CryptoCarbon LTD advertises the merchant's offers on our websites by displaying their links and products. CryptoCarbon LTD does not sell any of these products or services advertised through the merchant's offers ourselves. When you shop from a particular retailer, you pay them directly and they are responsible for the product/service you buy, after sales service, warranties etc.

18.2. Whilst CryptoCarbon LTD do take a lot of care in choosing our merchant partners, CryptoCarbon LTD will not be responsible for any difficulties you have with the retailer or the product. CryptoCarbon LTD provides no warranty or guarantee with regards to the purchases you make from our participating retailers.

18.3. Modifications to our terms and policies: CryptoCarbon LTD reserves the right to modify our terms, conditions and policies and this agreement at our sole discretion. CryptoCarbon LTD will do this so by amending the terms on our website

### **BTC Back disclaimers and Limitation of liability**

19.1. Financial products: With regards to financial products like mortgages, credit cards, loans etc, CryptoCarbon LTD do not make any recommendations on suitability. CryptoCarbon LTD only advertises the products based on the information provided by the merchants and their websites. Please do not decide to apply for a particular product just because a BTC Back incentive was advertised. CryptoCarbon LTD are neither qualified, nor intend to give financial advice. CryptoCarbon LTD recommends that you do your own research and seek specialist financial advice before you decide on a product.

19.2. Our website and service are provided on "as is" and "as available" basis without any warranty of any kind on availability, functionality, fitness for a purpose, security or accuracy of information.

19.3. CryptoCarbon LTD BTC Back will not be liable for any indirect, incidental or consequential loss or damage of any kind arising out of use of our website or inability to participate in our BTC Back program.

19.4. The balance credited or in pending of the BTC Back or affiliate rewards platform belong the CryptoCarbon LTD unless a withdrawal request as per the terms is made by the user and approved by CryptoCarbon LTD

### **Indemnity**

20.1. You agree to indemnify CryptoCarbon LTD, its employees and agents harmless from and against all liabilities, damages, losses, legal fees in relation to any claims or actions brought against us arising out of YOUR breach of these terms and conditions or that of our participating retailers.

### **General**

21.1 These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

21.2 If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable, and this will not affect any other terms contained herein.

### **Dispute Resolution**

22.1. If a dispute, disagreement or claim arises out of the Terms or related to its execution, termination or rescission of the Terms both parties agree to try in good faith to settle any dispute, disagreement or claim through negotiation. If the claiming party is CryptoCarbon LTD, it sends a message with its claim to User. The message in question shall contain the essentials of the claim and proofs supporting the claim.

22.2. The party which has received the claim shall reply to the claiming party within 5 (five) working days upon the receipt of the claim.

22.3. In absence of reply to the claim within 10 (ten) working days since the sending date, or if the Parties have failed to resolve the dispute, the claim shall be lodged.

22.4 All disputes and controversies arising out of or in connection with this website and these Terms of Use shall be submitted to the Court in the United Kingdom at the venue of the registered office.