

DEFINITIONS

Company	Beamloop UAB (registration address: J. Savickio g. 4-7, LT-01108 Vilnius, Lithuania, registration number: 306029168; Office address: Kalvariju g. 125B-607, LT-08221, Vilnius).
License(s)	Beamloop UAB is registered as Deposit Virtual Currency Wallet Operator and Virtual Currency Exchange Operator in Republic of Lithuania.
Platform	A website that is operated by the Company and available at cryptostorm.net .
Services	Services that are being offered by the Company through the Platform.
FIAT (currency)	Currency that is considered to be legal tender.
Cryptocurrency	A cryptocurrency is a digital currency that is created and managed through the use of advanced encryption techniques known as cryptography and that is not considered to be legal tender.
Funds	Can refer to both the FIAT (currency) and Cryptocurrency.
Cryptostorm	Collective name that can refer to both the Platform and the Company.
Customer Agreement	This Agreement.
Customer	An individual Customer from an age of 18+ or a legal entity that has read and agreed to the Customer Agreement of Cryptostorm and uses services of the company provided through the Website Platform.
KYC or Due Diligence	Documents that are requested by Cryptostorm from the Customers in order to identify the Customer and comply with applicable laws.
Account	An electronic facility which enables Customer to exchange Funds and make electronic Funds transfers to/ from Customer's Account held with the Company and that stores information of the Customer and history of his/her transactions.

1. INTRODUCTION

This is a legal agreement between the Company and the Customer of the Company.

Customer acknowledges that he/she has carefully read and understood this Agreement in its entirety and that he/she agrees to all of the provisions contained herein prior to using the Services.

2. SCOPE OF THE AGREEMENT

1. This Agreement sets out the terms and conditions for provision of the Services on the Platform.
2. By opening an Account with the Company, Customer consents and acknowledges that he/she has read and understood this Agreement and agrees to be bound by its provisions.

3. GENERAL CONDITIONS

1. Customer may only open one Account with the Company and only if it is legal to do so in Customer's country of residence.
By opening an Account the Customer represents and warrants to the Company that the opening of an Account does not violate any laws or regulations applicable to the Customer.
2. Customer must ensure that the information recorded in the Account, as provided by the Customer to the Company during the registration process or at any time thereafter, is always accurate, truthful and up-to-date and Customer shall notify Customer promptly, but not later than within two weeks, of any changes to such information. As per The Company's AML/ CFT obligations and internal procedures, The Company may ask Customer at any time to confirm the accuracy of Customer's information or to provide documents or other evidence.
3. The Company reserves the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any Services. For these purposes, The Company may request Customer to provide additional verification documents under the terms defined by Company.
4. The Company shall neither receive nor disburse Customer's Funds in cash. All transactions between the Customer and the Company shall be performed by wire transfer or other electronic means, in which the identities of both the sending and receiving parties can be verified by the Company and which the Company, at its sole discretion, shall deem appropriate.
5. The Company shall not accept transactions from any third party for the benefit of the Customer, and the Company shall not withdraw any Funds from the Customer's Account to the benefit of a third party unless otherwise agreed in writing between the parties hereto. The Company shall perform wire transactions only between the Customer's account and another account which is held in the Customer's name or of which the Customer clearly demonstrates ownership.
Customer is entirely responsible for any and all activities conducted through Customer's Account. Customer agrees to notify the Company immediately of any unauthorised use of Customer's Account, as well as of any other breach of security. While The Company may implement certain monitoring procedures designed to alert Customer to fraudulent activity, The Company is not responsible for any unauthorised use of Customer's Account, and

Customer agrees that he/she is solely responsible for such unauthorised use and for protecting the confidentiality of Customer's password and other Account credentials.

6. It is strictly forbidden to use Customer's Account for any illegal purposes, including, but not limited to, fraud and Money Laundering. The Company will report any suspicious activity to the appropriate law enforcement agency. Customer is prohibited from using Customer's Account in an attempt to abuse, exploit or circumvent any restrictions imposed by the Company.
7. Customer must ensure that he or she is 18 years old or older in order to open an account.
8. If Customer conducts or attempts to conduct any transaction in violation of the prohibitions contained in this Agreement, The Company reserves the right to:
 1. reverse the transaction; and/or
 2. suspend transaction or suspend Customer's Account; and/or
 3. report the transaction to the appropriate law enforcement agency; and/or
 4. claim damages from Customer;

4. ACCOUNT

1. Customer may only have one Account with the Company.
2. Customer's Account is denominated in a currency of Customer's choice, as selected by Customer from the available currencies.
3. In order to use the Account, Customer must first register the Account, by providing Customer's information on the Platform. As part of the registration process Customer will need to accept this Agreement and Customer must have legal capacity to accept the same. If Customer completes the process successfully, Customer will obtain the registration data for Customer's new Account. The detailed information will be sent to Customer's registered e-mail and will be indicated on Customer's Account screen right after registration.
4. Customer may suspend Customer's Account at any time by contacting Customer Support. When The Company receives a request to suspend the Account The Company may ask Customer to provide Customer with additional verification documents to compare with those The Company already has in The Company's databases. This is done for AML/CFT and anti-fraud purposes. If Customer has any questions, he may send an inquiry to support@cryptostorm.net.
5. Customer may be presented with a number of different deposit/ transaction methods, depending on which payment instruments Customer choose and which payment methods are available in Customer's country of residence. The Company does not guarantee the use of any particular deposit method made available, and may make changes to or discontinue the acceptance of any particular deposit method at any time. Customer agree that The Company may use any third party provider in order to process the payments from/to Customer as The Company deem fit.
6. Depending on which deposit method and payment instrument is chosen, Customer will need to provide other information or complete other activities

that The Company may reasonably require to ensure proper authorisation of a deposit transaction.

7. Customer must not make a deposit through a Payment Service Provider if Customer is not the named holder of the account with such Payment Service Provider.
8. Transactions may be subject to third party Payment Service Provider's transaction fees and currency conversion fees depending on which transaction method and payment instrument is chosen. Such fees will be deducted from Customer's transaction and Customer will receive the sum equal to "deposit less fees". Fee schedule is available at Clause 5.1.
9. To transfer Funds Customer may be required to authorise the transfer with Customer's login and password information.
10. To transfer Funds Customer must fill out the respective transfer form.
11. The currency conversion is completed at the currency exchange rate specified on the Platform. The currency conversion may be subject to additional commission published by the Company on the Platform or provided to the Customer prior to the conversion.
12. The Company does not guarantee the availability of any particular withdrawal/payment method and may make changes to or discontinue a particular withdrawal/payment method at any time as long as there is at least one withdrawal/payment method available to the Customer. Where the withdrawal payment is received by Customer through an external Payment Service Provider (such as a bank where Customer has a bank account), The Company shall not be responsible for the transaction payment once the transaction was performed by the Company.
13. Due to the Company's fraud protection measures a withdrawal or a deposit from/to credit/debit card will be possible only from/to the credit/debit card if this card belongs to the Customer.
14. Withdrawals and transactions may be subject to other limits due to security and legal requirements of the third party Payment Service Provider. When a customer purchases / exchanges virtual currency:
 1. Cryptostorm applies diligence measures according to the Customer's risk level;
 2. for Customers whose aggregated turnover exceeds the total of 15,000 EUR per year or 30,000 EUR per life cycle Cryptostorm applies stricter due diligence requirement (for instance requests recent bank statement confirming the presence of the corresponding amount);
 3. for Customers who made several transactions with an aggregate turnover of more than 3,000 EUR per life cycle of the Customer irrespective of the difference in time between single transactions, Cryptostorm applies stricter due diligence requirements.
15. If Cryptostorm has a suspicion that the Customer is engaged in money laundering or terrorist financing, the Company will apply stricter due diligence measures regardless of the aggregated turnover.
16. Customer may not make a withdrawal/payment to a Payment Service Provider or to an account held with other payment service providers if Customer is not the named holder of such an account. Violation of this requirement may be treated as a suspicion transaction in terms of The

Company's AML/CFT policy and resolved in compliance with the respective procedures.

17. Customer must ensure that the payment information Customer enter when withdrawing Funds is correct and complete. The Company will not be liable for withdrawn Funds sent to the wrong payment institution where this is due to Customer providing incorrect payment information.
18. The Company reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of Customer's Funds. For these purposes The Company may request Customer to provide additional verification documents (including Source of Customer's Funds but not limited to it) under the terms defined by Customer.

5. REMUNERATION, OPERATIONAL PREMIUMS, EXPENSES AND COMMISSIONS

1. By acting as an virtual currency exchange service provider the Company applies commission for each virtual currency exchange transaction between The Customer and the Company. This commission comes up to 8% of the transaction amount (depending on virtual currency unit) and is included in the final transaction amount for the Customer.
2. The amount of the Exchange Fee and its payment terms are specified in the Account and published on the Platform. The amount of Exchange Fee may differ depending on market conditions, payment method and other variables. The Company reserves the right to change or modify the amount of the Exchange Fee and its payment terms from time to time. Any such changes and modifications will be effective upon respective update of the Platform. If Customer does not agree to the posted changes and modifications Customer may suspend Customer's Account and terminate this Agreement as provided herein. Customer's first use of Customer's Account following the posting of any changes or revisions to the terms of this Agreement or modified Exchange Fee as updated on the Platform will constitute Customer's acceptance of all such changes or revisions.
3. Exchange Fee will be deducted from the amount of Funds purchased or exchanged by Customer. Customer hereby authorise the Company to charge or deduct from Customer's Account any applicable Exchange Fees owed in connection with transactions Customer complete via the Platform.
4. The Company may charge the Customer's Account with additional third party fees, arising from the services provided by such third parties.
5. The Customer shall also pay any such charges (including, without limitation, commissions applicable to the Account and other accounts, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), costs, including litigation and independent dispute resolution costs, expenses and fees, including attorneys' fees arising directly or indirectly out of the Company Services under this Agreement, including, without limitation, those associated with dispute resolution or any Customer's complaint filed with the Company, investigation

of any kind, including those provided by third parties, consultation with third parties conducted by the Company and requests for preparation by third parties of official statements on the results of such comprehensive investigation or consultation.

6. To remove all doubt, the Customer remains liable for all charges/costs/expenses/fees incurred by the Company regarding Customer's requests, claims or complaints if such requests could not be comprehensively satisfied without involving third parties.
7. The Company may change its charges/costs/expenses/fees without prior notice. All such charges/costs/expenses/fees shall be paid by the Customer as they are incurred, or as the Company, at its sole and absolute discretion, may determine and the Customer hereby authorises the Company to withdraw the amount of any such charges/costs/expenses/ fees from the Customer's Account.
8. The Customer shall acknowledge, pay or reimburse the Company with banks and(or) payment system Exchange fees incurred by the Company, including, but not limited to payment processing, reversed charge, refund, chargeback, currency exchange, ad hoc services, administrative fees, foreign currency transfers, credit card processing, overseas or correspondent bank charges, etc. The Customer will be solely responsible for any Exchange fees applied to the transaction and irrevocable agrees to accept and allow the Cryptostorm to deduct them from transaction amount.

6. THE COMPANY'S RIGHTS AND OBLIGATIONS

1. The Customer acknowledges that the Company has the following rights:
 1. To reject, cancel, delete or adjust any exchange or transaction the Customer may place;
 2. To suspend the Customer's Account;
 3. To correct any transactions of Customers deemed necessary by the Company for the proper provision of Services under this Agreement;
 4. To restrict access to, impose limits on, suspend, stop or cancel use of the Platform (including, without limitation, discontinuing the Customer's use of the API) either generally or for particular Funds, transactions or Customers, or to discontinue transmission of any or all information;
 5. The Company may refuse to facilitate or proceed with any transactions or refuse access to the Platform at the Company's sole discretion, as a result of any of the following:
 1. Full or partial failure of the Platform, including failure of technology or any of the communications linked to the Platform and the Customer and/or any of the Counterparties, or any other circumstance in which it is deemed impractical to use the Platform;
 2. A breach of the Platform security;
2. For the purpose of mitigating and managing potential AML/CTF risks faced by the Company and without detracting from the generality of the Company rights as expressly stipulated above, the Company reserves the right, at its

sole discretion, to suspend any Customer's Account and prohibit any activity including, but not limited to, withdrawals for the term of internal investigation but not more than 30 days, providing that the Company has reasonable suspicion that Customer's activity (i) does not comply with the Services provided by the Company and the subject of this Agreement, and/or (ii) is fraudulent, and/or (iii) is in breach of the law, the present Agreement or the Company's Anti-Money Laundering and Counter-Terrorism Policies.

3. In order for the Company to show prices at the speed associated with speculative price fluctuations, the Company may have to rely on available prices that may later prove to be incorrect. In such cases, the Company may cancel or adjust the transactions on the Customer's Account, but shall do so within reasonable time and shall provide the Customer with a full explanation of actions taken.
4. The Company shall, at its sole discretion, have control over and the right to modify the functionality of the Company's Platform, its configurations and content.
5. The availability of the Company's Platform with respect to particular financial instruments or transactions at any particular time or location.
6. The Company reserves the right to deliver the Platform and to process exchange transactions at its sole and absolute discretion.
7. In case of any dispute the Company reserves the right to apply to third parties for advice and/or investigation, expertise or analysis, including, without limitation, on a fee paid basis and the Company shall retain the right to forward such costs to the Customer pursuant to the provisions of this Agreement.
8. The Company will make all possible endeavors to execute transactions and exchange orders placed by the Customer. The Customer hereby understands that the Company is unable to guarantee the execution of the Customer's orders or requests and that the Customer will not hold the Company liable for any failure in the execution process.

7. CUSTOMER REPRESENTATIONS, WARRANTIES AND AUTHORISATIONS

1. The Customer represents and warrants that:
 1. The Customer is of sound mind, legal age and legal competence; and,
 2. No person other than the Customer has or will have an interest or access to the Customer's Account, and,
 3. Regardless of any subsequent determination to the contrary, the Customer is suitable to enter into this Agreement.
 4. All information provided in the information portion of the Account opening process is true, correct and complete as of the date hereof and the Customer will notify the Company promptly of any changes to such information.
2. The Customer hereby confirms and acknowledges his/her express consent to eliminate the confidential nature of all communications regarding, without limitation, any disputes, legal proceeding or public statements between the

parties hereto or its results, including court or other dispute resolution decisions on the matter. The Customer further agrees that the Company, at its sole discretion, may disclose the contents of such communication where and when the Company deems necessary, yet according to the provisions of the GDPR (General Data Protection Regulation (EU) 2016/679).

3. The Customer represents and warrants that they will immediately notify the Company with regard to any error detected on the Platform, Account, or the Services, affecting the interests of the Customer and to cease all further actions with the systems, except for those actions that are aimed at preventing loss to the Customer. The Customer hereby confirms and acknowledges that the Customer will not use the system error in its own interest. Violation of these provisions will cause the Company to execute its rights under the Customer's indemnification responsibilities specified in this Agreement and may result in, among other things, termination or suspension of the Customer's right to use the Services.
4. In case of an unauthorised transactions that was incorrectly executed due to an error by Customer, Customer will bring the unauthorised or incorrectly executed transaction to The Company's attention within 1 (one) day of the date of transaction. Customer shall remain solely liable for all losses arising from the transaction specified above in the following cases: (i) the unauthorised transaction arose from Customer's failure to keep the Account credentials safe; and/or (ii) Customer fail to dispute and bring the unauthorised or incorrectly executed transaction to The Company's attention within 1 (one) day of the date of transaction.
5. The Customer represents and warrants that the financial information disclosed to the Company when opening the Account is an accurate representation of the Customer's current financial condition.
6. The Customer acknowledges that they have no separate agreement with a Company's employee or agent regarding the Services in the Customer's Account, including any agreement to guarantee profits or limit losses in the Customer's Account. The Customer understands that the Customer is under an obligation to notify the Company's Compliance Officer immediately in writing as to any agreement of this type. Furthermore, the Customer understands that any representations made by anyone concerning the Customer's Account that differ from any statements the Customer receives from the Company must be brought to the attention of the Company's Compliance Officer immediately in writing. The Customer understands that the Customer must authorise every transaction prior to its execution unless the Customer has delegated discretion to another party by signing the Company's limited transaction/exchanging authorisation, and any disputed transactions must be brought to the attention of the Company's Compliance Officer pursuant to the notification requirements of this Agreement. The Customer agrees to indemnify and hold the Company harmless from all damages or liability resulting from the Customer's failure to immediately notify The Company's Compliance Officer of the occurrences referred to herein.
7. The Customer agrees to promptly pay to the Company all damages, costs and expenses, including attorney's fees, incurred by the Company in the enforcement of any of the provisions of this Agreement or any other

agreements between the Company and the Customer. To the extent allowable by law, The Company reserve the right to set-off any damages or amounts owed to Customer by Customer for Customer's breach of this Agreement or other obligations under this Agreement against Funds in Customer's Account held with the Company.

8. The Customer confirms that they are responsible for keeping track of regulatory changes in his/ her country of residency and for understanding what rules apply to his/her use of the Platform.
9. The Customer is solely responsible for calculating and declaring their activities to appropriate tax authorities (if required).

8. NO FINANCIAL ADVICE

1. The Company, at its sole and absolute discretion, may from time to time provide information to the Customer on practical aspects of buying/ selling or exchanging cryptocurrencies.
2. Notwithstanding any such information provided by the Company, the Customer acknowledges and agrees that they enter into each exchange or other transaction of their own free will without reliance on any information provided by the Company and that such exchange or transaction order is undertaken at their own risk. The Customer shall not be entitled to rely on the Company for advice on the timing or terms of any exchange or transaction order.
3. The Customer acknowledges and agrees that the exchange rates vary regularly and may be affected by matters and events outside the control of the Customer or the Company.

9. LIQUIDATION OF ACCOUNT

1. In the event of (a) death or judicial declaration of incompetence of the Customer; (b) filing of a petition for bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the Customer; (c) filing of an attachment against any of the Customer's Accounts carried by the Company, (d) insufficient funds, or Company's determination that any collateral deposited to protect the Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide the Company any information requested pursuant to this Agreement; or (f) any other circumstances or developments that the Company may deem appropriate for its protection, at the Company's sole discretion, it may take one or more, or any part of the following actions: (1) satisfy any obligation the Customer may have to the Company, either directly or by way of guarantee with any of the Customer's Funds or property in its custody or control or in the custody or control of any of the Company's affiliates; (2) sell or purchase any or all Funds, or other property held or carried for the Customer; (3) cancel any or all outstanding orders or contracts, or any other commitments made to the Customer.

10. RESTRICTED JURISDICTIONS

1. The Company does not provide Services to persons who reside in the countries identified by the FATF as high risk or non-cooperative jurisdictions having strategic AML/CFT deficiencies.
2. The full list of restricted countries is available in the Full Anti-Money Laundering policy of the Company.
3. The Company does not accept transfers to/from an Account at a bank and/ or other payment institution incorporated in the USA, its territories or possessions or in the Countries identified by the FATF as high risk or noncooperative jurisdictions. In case the Company knows or suspects or has reasonable grounds to know or suspect that the Customer became a resident of a country not serviced by the Company, The Company will immediately close all outstanding positions and suspend the Account in question.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. The Company (or The Company's licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) in no event shall be liable to Customer, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including, without limitation, damages for loss of profits, loss of business, loss of opportunity, loss of reputation, loss of information, business interruption, revenue, or goodwill, which may arise from Customer's use of The Company's Services and the Platform or any materials contained on the Platform or for Customer's failure to understand the nature of cryptocurrencies, its derivatives or the market for such currencies and its derivatives.
2. Without prejudice to any other terms of this Agreement relating to the limitation of liability and provision of indemnities, the following shall apply in particular to provision of Services under this Agreement:
 1. System errors: The Company shall bear no liability to the Customer for any partial performance or failure to perform its obligations hereunder by reason of any cause beyond its reasonable control, for damages which the Customer may suffer as a result of malfunction or failure of transmission, communication or computer facilities, or any transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious suspension of access by third parties, Internet malfunctions, interruptions, failure by intermediate service provider or agent, agent or principal of its custodian, sub-custodian or dealer for any reason to perform their obligations or other deficiencies on the part of any Internet Services provided by the Company. The Customer acknowledges that any Services may be limited or unavailable due to such system errors, and that the Company reserves the right to suspend access to any such Services for this reason upon notice.

2. Delays: Neither the Company nor any of its affiliates and/or third party providers and/or suppliers accept any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to the Customer in connection with the Account, the Platform or use of related Services.
3. Viruses: The Company shall have no liability to the Customer (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar malicious code items introduced into the Customer's information system via the Account and/or Service provided by the Company, provided that the Company has taken reasonable steps to prevent any such incident.
4. Unauthorised use: The Company shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Account, Platform or related Services. Without detracting from the generality of indemnification provisions hereunder, the Customer shall indemnify, protect and hold the Company, its owners, subsidiaries, affiliates, employees, management and third party contractors harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Account, Platform and related Services and/or any service using any designated Account credentials or other authentication and/or access information provided by the Company to the Customer, whether or not the Customer actually authorised such use.
5. Markets: The Company shall not be liable for any action taken by or at the instruction of any appropriate market or regulatory or selfregulatory body or failure by such regulatory or self-regulatory organisation, for any reason, to perform its obligations.
6. Third party service: In the event that any software and/or service of any third-party is used by the Company in the enforcement of any of the provisions of this Agreement, the Customer agrees to indemnify and hold harmless such third parties of any claims, actions or suits, as well as any related expenses, liabilities, damages, settlements, costs or fees arising from the Customer's use or misuse of the thirdparty software and/or service as part of the Company's Services.
3. The Company shall not be liable for any disruption or impairment of the Platform or the Service or for disruptions or impairments of intermediary services on which The Company rely for the performance of The Company's obligations hereunder, provided that such disruption or impairment is due to abnormal or unforeseeable circumstances beyond The Company's reasonable control or the control of the intermediary involved.
4. The Company shall not be liable to the Customer for any claims, losses, damages, costs or expenses, lost opportunity to transact, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalisations or devaluations), natural

disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, the Customer, any market, or any settlement or clearing system.

5. The Company shall not be liable for assessment or payment of any taxes, duties or other charges that arise from the underlying transaction between Customer and another Company's Customer.
6. The Company specifically excludes liability for any loss, harm, distress or damage suffered by Customer or any third party as a result of inaccurate information appearing on the Platform.
7. The Customer agrees to defend, indemnify and hold harmless the Company, its affiliates, employees, agents, successors, subsidiaries, assignees and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by the Company, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from or arising out of the Customer's failure to fully and in a timely manner perform the Customer's obligations hereunder or use, misuse, or inability to use the Platform, Services, or any of the materials contained therein, or the Customer's breach of this Agreement or should any of the representations and warranties fail to be true and correct.
8. To the maximum extent permitted by applicable laws, Customer also agree to defend and indemnify the Company should any third party be harmed by Customer's illegal actions or should The Company be obligated to defend any claims including, without limitation, any criminal action brought by any party.
9. If any applicable authority holds any portion of this Section of the Agreement to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

12. DISCLAIMER OF WARRANTIES

1. Except as expressly provided to the contrary in writing by Customer, The Company's Services and Platform are provided on an "as is" and "as available" basis. The Company expressly disclaim and Customer waive all warranties of any kind, whether expressed or implied or statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to The Company's Services, Platform and the information, content and materials contained therein.
The Company make no representations or warranties that the Platform or Services, or any materials contained therein, will be uninterrupted, timely, secure or error-free; nor do The Company make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Platform or Services or any of the materials contained therein.
2. Customer acknowledge that information Customer store or transfer through The Company's Platform or Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including

software failures, protocol changes by third party providers, Internet outages, force majeure or other disasters, including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside The Company's control. Customer are solely responsible for backing up and maintaining duplicate copies of any information Customer store or transfer through The Company's Services.

3. Customer understand that The Company cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. The Company do not assume any responsibility or risk for Customer's use of the Internet.
4. The Company make no warranty regarding any exchange transaction entered into through the Platform or Services and The Company are not responsible for any use of confidential or private information by the Customer or third parties. The Company are NOT responsible for the market, and The Company makes no representations or warranties concerning the value of Crypto or Fiat Currency of any kind.

13. SERVICE PROVIDERS

1. The Customer does hereby agree and acknowledge that the technological facility (the Platform), and related software and Services may be provided by an external third party licensors. The Company does not bear any responsibility, whether expressed or implied or statutory, in respect of non-infringement as to the technological facility (the Platform), and related software and Services provided by external third party licensors. The Company make no representations or warranties that the technological facility (the Platform), and related software and Services will be uninterrupted, timely, secure, or error-free; nor do The Company make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the above, as additionally specified by Customer.
2. The Customer hereby agrees and acknowledges that the functionality of the Platform, its configuration and content may be modified by an external third party licensor, including but not limited to:
 1. The parameter and protocols, by which the transactions are placed, routed, matched or otherwise processed by the Platform,
 2. The availability of the Platform with respect to a particular Fund or Crypto-Asset, or transaction at any particular time or location.

14. COMMUNICATIONS, STATEMENTS AND CONFIRMATION

1. Reports, statements, notices and any other communications will be transmitted to the Customer electronically by posting to the Customer's Platform terminal or to the Customer's Account available through the Platform, or via e-mail to the registered e-mail address. All communications so posted or sent shall be deemed transmitted by the Company when posted

or sent and deemed delivered to the Customer personally, whether actually received by the Customer or not.

2. Reports of the confirmation of orders and statements of Account for the Customer shall be deemed correct and shall be conclusive and binding upon the Customer, unless objected to immediately upon receipt and confirmed in writing, within 1 (one) day of electronic transmittal to the Customer.
Instead of sending exchange confirmations via postal mail, the Company will provide the Customer with access to view the Customer's Account at any time via the Internet.
3. The Customer agrees and acknowledges that all conversations regarding the Customer's Account between the Customer and the Company employees may be electronically recorded with or without the use of an automatic tone-warning device. The Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Customer or the Company. The Customer understands that the Company destroys such recordings at regular intervals in accordance with the Company's established business procedures and the Customer hereby consents to such destruction.

15. COMPLAINTS

If any conflict situation arises when the Customer reasonably believes the Company to be in breach of one or more terms of this Agreement as a result of any action or failure to act, the Customer has the right to file a complaint with the Company within one day after the grievance has arisen. The customer may send his complaint to: support@cryptostorm.net.

16. REFUNDS

Due to the nature of The Company's business no refunds are issued by the Company. Please refer to Company's [Refund Policy](#) for more information

17. PRIVACY

Privacy and data protection are governed by The Company's [Privacy Policy](#), which is available on the Platform.

18. GOVERNING LAW AND JURISDICTION

1. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and enforced in all respects by the laws of the Company's jurisdiction – Lithuania, without regard to the choice of law principles.

2. The Customer agrees that any civil action, arbitration or other legal proceeding between the Company or its employees or agents, and the Customer arising out of or relating to this Agreement or the Customer's Account shall be brought, heard and resolved only by a court located in Company's jurisdiction and the Customer hereby waives trial by jury in any such action or proceeding and waives the right to have such proceeding transferred to any other location. No action, regardless of form, arising out of or relating to this Agreement or transactions hereunder may be brought by the Customer more than one year after the cause of action arose.
3. The Company may offer to settle any claim in an independent third party organisation, such as an arbitration court in the jurisdiction of the Company. The Customer may agree or not agree to take this venue.

19. ANTI-MONEY LAUNDERING POLICY

1. The Company is committed to providing its Customers with safe and compliant Services. For this purpose, The Company will be monitoring transactions for any suspicious activities, and will be reporting to government authorities as required by law.
2. The Company needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and The Company hereby expressly reserve the right to keep such information and documentation for at least five years or more if required and pursuant to the privacy and data protection requirements. This requirement will stay in force even if the Customer terminates their Account and stops using the Services. This will also be true if the Customer has initiated, but not completed their application to have an Account with the Company.
3. For enhanced security, the Company may contract third parties that provide certain information validation and Anti-Money Laundering services.
4. The Company has developed an Anti-Money Laundering Policy, a summary of which is available on the Platform.

20. AMENDMENTS

1. The Customer understands, acknowledges and agrees that the Company may amend or change this Agreement at any time at its sole discretion. The Company will post the amendment or an updated version of the Agreement on the Platform with an indication of the last update date. The Customer agrees to be bound by the terms of such amendment or change on the earlier of:
 1. 1 (one) business day after the Company has posted such amendment as specified above; or
 2. on such occasion when the Customer executes any transaction on the Platform;

2. All such amendments and changes shall apply equally to all Customers, including those who accepted this Agreement before the effective date of the amendments or changes.
3. The Customer shall become acquainted with the current version of this Agreement and shall monitor all changes and amendments hereto and bear all risks associated with the failure of this obligation.
4. If the Customer objects to a part or all of the Agreement, then the Customer must stop using the Services of the Company immediately. By continuing to use The Company's Services and the Platform, Customer acknowledge that Customer agree to be bound by provisions of this Agreement (with all changes and amendments hereto).

21. TERMINATION

1. This Agreement shall continue in effect until termination, and may be terminated by the Customer at any time, provided that the Customer has no liabilities held by or owed to the Company, upon the actual receipt by the Company of written notice of termination via registered e-mail, or at any time whatsoever by the Company upon the transmittal of a notice of termination to the Customer via registered e-mail or to the Customer's Account available through the Platform; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve the Customer of any obligations arising out of prior transactions entered into in connection with this Agreement.
2. The Company may at any time suspend or terminate this Agreement or any of Customer's Accounts without notice in the following cases:
 1. Customer breaches any condition of this Agreement and/or respective Customer Agreement or other legally binding obligations between the Company and Customer;
 2. Customer violate or The Company have reason to believe that Customer are in violation of any law or regulation that is applicable to Customer's use of The Company's Services; or
 3. The Company have reason to believe that Customer are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.
3. The Company may suspend Customer's Account at any time if:
 1. The Company reasonably believe that Customer's Account has been compromised or for other security reasons; or
 2. The Company reasonably suspect that Customer's Account has been used or is being used without Customer's authorisation or fraudulently; and The Company shall notify Customer either prior to suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless The Company are prohibited from so doing by law.
4. If Customer's Account has any Balance left after termination, Customer may send inquiry to support@Cryptostorm.net for further assistance.

22. FORCE MAJEURE

The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in the event that said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

23. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, all copyright and other intellectual property rights of all content and other materials contained on The Company's Website or provided in connection with the Services are the proprietary property of the Company.

The Company grant the Customer a limited, nonexclusive and nonsublicensable permission to access and use the data made available by the Company for personal or internal business use of the Customer. Such permission does not include any unauthorised distribution or use, modification or public display of any data made available by the Company. The permission granted under this provision will be automatically terminated if the Company suspends or terminates Customer's access to the Services.

24. SUPPORT

If the Customer has any questions or concerns related to the Agreement, their rights and/or obligations, they can contact the Company according to the following contact information:

Beamloop UAB
J. Savickio g. 4-7, LT-01108 Vilnius, Lithuania
support@cryptostorm.net