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WD Global's Terms of Service

TERMS OF SERVICE USER AGREEMENT

Date of last amendment: 14 October 2019

PLEASE NOTE THAT by using WD GLOBAL's services and/or by registering an account with www.coindirect.com or any associated websites, you agree that you have carefully read, and accept all of the Terms of Service contained in this Agreement, as well as our Privacy Policy (/privacy).

PLEASE NOTE THAT if you have not read, understood or agree with these Terms of Service or the Privacy Policy you **MUST** immediately refrain from accessing our Website, and using our services.

If there is anything in these Terms of Service that you do not understand then please contact us at support@coindirect.com (<mailto:support@coindirect.com>)

This document sets out the Terms of Service between you (the "User") and WD Global Services Ltd or WD Global, as described in clause 2 below.

1. INTERPRETATION

The headings of the clauses in these Terms of Service shall not be used in the interpretation of, nor modify nor amplify the terms of these Terms of Service, nor any clause of these Terms of Service. Unless a contrary intention clearly appears:

- 1.1 words importing:
 - 1.1.1 any gender includes all genders;
 - 1.1.2 the singular include the plural and *vice versa*; and
 - 1.1.3 natural persons include incorporated entities and the state and *vice versa*;
- 1.2 the following terms have the meanings assigned to them in this clause 1.2, namely:
 - 1.2.1 **"Account"** means an account registered by the User on the Platform, pursuant to which the User can access the Services;
 - 1.2.2 **"Applicable Laws"** in relation to a Party, shall include all and any:
 - 1.2.2.1 statutes and subordinate legislation and common law; and
 - 1.2.2.2 regulations; and
 - 1.2.2.3 ordinances and by laws; and
 - 1.2.2.4 directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
 - 1.2.2.5 other similar provisions, from time to time, compliance with which is mandatory for that Party;
 - 1.2.3 **"Business Day"** means any day excluding Saturday, Sunday and a public holiday in England and Wales;
 - 1.2.4 **"Coin"** or **"WD Global"** means WD Global Services Limited, a company incorporated under the Companies Act 2006 by the Registrar of Companies for England and Wales, with registered office address at 2 Kingdom Street, 6th Floor, Paddington, W2 6BD, United Kingdom, under registration number 10976041.
 - 1.2.5 **"Confidential Information"** means:
 - 1.2.5.1 any information of whatsoever nature, which has been or may be obtained by a Party from any other Party, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, lists, price lists, studies, findings, any inventions or ideas;
 - 1.2.5.2 analyses, concepts, compilations, studies and other material prepared by or in possession or control of a Party which contain or otherwise reflect or are generated from any such information as is specified in this definition, other than the information in clause 10.4;
 - 1.2.6 **"Conversion Rate"** means the price of a Digital Currency, expressed:
 - 1.2.6.1 in terms of Fiat Currency or other Digital Currency;
 - 1.2.6.2 separately as a buy-price or a sell-price, on the Platform and the Digital Currency Wallet, as the case may be;
 - 1.2.7 **"Conversion Services"** means the Digital Currency conversion services more fully described in clauses 5.1.1 and 5.1.2;
 - 1.2.8 **"Customer"** means any natural person that registers an Account in accordance with these Terms of Service;
 - 1.2.9 **"Digital Currency"** means any digital currency available in terms of the Services as determined by the Service Provider from time to time;
 - 1.2.10 **"Digital Currency Wallet"** means a digital currency wallet made available by the Service Provider;
 - 1.2.11 **"Disclosing Party"** means any Party disclosing Confidential Information;
 - 1.2.12 **"Fiat Currency"** means any fiat currency available in respect of the Services, as determined by the Service Provider from time to time;
 - 1.2.13 **"Force Majeure Event"** means an event beyond the reasonable control of the Service Provider which was not caused by, and could not have been reasonably planned for, or avoided by, the Service Provider, including strikes, lockouts and other industrial disputes, war, riot or civil commotion;
 - 1.2.14 **"Parties"** means the parties to these Terms of Service;

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- 1.2.15 **"Trade Vendor"** means any vendor partner of the Service Provider that has completed the Verification Procedures determined by the Service Provider and:
- 1.2.15.1 that intends to sell/buy Digital Currency from any Customer through the Platform; and
- 1.2.15.2 who wishes to accept Digital Currency from Customers as a method of payment through the Site;
- 1.2.16 **"Payment Method"** means any payment method permitted by the Service Provider, in relation to payments for Transactions from time to time;
- 1.2.17 **"Personal Information"** means information about an identifiable person, business, or other entity that is not de-identified;
- 1.2.18 **"Platform"** means the platform hosted by the Service Provider in terms of which the User can enter into Transactions;
- 1.2.19 **"Prohibited Activities"** means any of the activities described in **Annexure A**, and such other activities as may be determined by the Service Provider in accordance with clause 24;
- 1.2.20 **"Prohibited Jurisdictions"** means any of the jurisdictions described in **Annexure B**, and such other jurisdictions as may be determined by the Service Provider in accordance with clause 24;
- 1.2.21 **"Receiving Party"** means any Party receiving Confidential Information;
- 1.2.22 **"Service Fees"** means the fees to be charged by the Service Provider, as displayed on the Platform at <https://www.coindirect.com/fees>;
- 1.2.23 **"Service Provider"** means, subject to clause 2, either Coin or WD Global;
- 1.2.24 **"Service Provider Intellectual Property"** means any and all tangible and intangible rights associated with:
- 1.2.24.1 names, brands, all patents, trademarks, works of authorship or creative works, images, photographs, designs, design rights, drawings, sketches, models, samples, copyright (including all copyright in any logos, devices, designs and rights in and to the software used in relation to the Platform), systems, methodologies, specifications, inventions, formulae, source codes, proprietary material, ideas, concepts, trade secrets, procedures, skills, tools, methods, techniques, rights in databases, which are held, used or accessed by the Service Provider from time to time;
- 1.2.24.2 any and all data or meta-data generated by the Users and/or the Service Provider in relation to their use and provision of the Services;
- 1.2.24.3 any software, code or programming statements and instructions comprising or forming part of the Site and/or Services, and all related documentation, technical data, instructions, information and functional specifications required for operation;
- 1.2.24.4 the following domain names:
- 1.2.24.4.1 www.coindirect.com;
- 1.2.24.4.2 www.coindirect.org;
- 1.2.24.5 the trade secret rights in relation to the Services;
- 1.2.24.6 the know-how regarding the Services;
- 1.2.24.7 the tradenames and/or word **"WD Global"** or any other abbreviated form or derivative of the foregoing, used by the Service Provider from time to time, in each case, whether registered or unregistered, and including all improvements thereto from time to time;
- 1.2.25 **"Services"** means the following services offered through the Site by the Service Provider:
- 1.2.25.1 The User can enter into Transactions on the Platform, on the further terms described in clause 4;
- 1.2.25.2 The User can store and use Digital Currency in Digital Currency Wallets, on the further terms described in clause 6;
- 1.2.25.3 The User can use the Conversion Services in relation to either of the Services referred to 1.2.6.1 and 1.2.6.2, on the further terms described in clause 5;
- 1.2.25.4 The User can participate in the Affiliate Program on the further terms described in clause 7
- 1.2.25.5 The User can deposit and store Fiat Currency in Fiat Currency Wallets in specific regions, on the further terms described in clause 7.
- 1.2.26 **"Site"** means the website operated by the Service Provider, through which the Services are accessed from time to time, accessible at www.coindirect.com;
- 1.2.27 **"Terms of Service"** means these terms and conditions of service, including all annexures and schedules;
- 1.2.28 **"Transaction"** means any sale and exchange of Digital Currency on the Platform, on the further conditions of these Terms of Service;
- 1.2.29 **"User"** means a Customer and/or a Trade Vendor, as the case may be;
- 1.2.30 **"Verification Procedures"** means any identity verification procedures that may be stipulated by the Service Provider from time to time;
- 1.3 reference to any legislation is to that legislation as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such legislation. Any reference to a particular section in any legislation is to that section as amended or re enacted from time to time and/or an equivalent measure in any legislation, provided that if as a result of such amendment, the specific requirements of a section referred to in these Terms of Service are changed, the relevant provision of these Terms of Service shall be read also as if it had been amended as necessary, without the necessity for an actual amendment;
- 1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these Terms of Service;
- 1.5 when any number of days is prescribed in these Terms of Service, the method for calculation shall be to exclude the first day and include the last day, unless the last day falls on a day that is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.6 if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail;
- 1.7 expressions defined in these Terms of Service shall bear the same meanings in schedules or annexures to these Terms of Service which do not themselves contain their own conflicting definitions;
- 1.8 if any term is defined within the context of any particular clause in these Terms of Service, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of these Terms of Service, notwithstanding that the term has not been defined in this clause 1;

- 1.9 provisions of these Terms of Service may survive the expiration or termination of these Terms of Service if that is expressly provided for or if such survival is necessary to achieve the Parties' express intention;
- 1.10 the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 1.11 any reference in these Terms of Service to a Party shall include a reference to that Party's assigns expressly permitted under these Terms of Service and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.12 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word(s); and
- 1.13 any reference in these Terms of Service to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented.

2. BINDING EFFECT

- 2.1 These Terms of Service constitute the agreement regarding the use of the Site and/or Services by the User, and is concluded between the User and WD Global Services Limited.
- 2.2 The additional terms set out in **Annexure C** shall be binding only on trade vendors.
- 2.3 These Terms of Service constitute the whole agreement between the Parties relating to the subject matter of these Terms of Service and supersedes any other discussions, agreements and/or understandings regarding the subject matter of these Terms of Service.
- 2.4 In the event of any inconsistency between these Terms of Service and any provisions on the Site, these Terms of Service shall prevail.

3. ELIGIBILITY AND PROVISION OF THE SERVICES

- 3.1 To be eligible to use any Service, the User must:
- 3.1.1 be at least 18 years old, in the case of Customers;
- 3.1.2 not be resident in any Prohibited Jurisdictions;
- 3.1.3 provide the Customer Information requested by the Service Provider;
- 3.1.4 complete any Verification Procedures prescribed by the Service Provider, to the satisfaction of the Service Provider.
- 3.2 The Account holder hereby warrants that it/he/she:
- 3.2.1 will not open a WD Global Account in the name of a third party;
- 3.2.2 will use their WD Global Account for his/her/its sole benefit only;
- 3.2.3 will not make use of, or involve itself with a WD Global Account that is not its own;
- 3.2.4 will not abuse and/or exploit and/or manipulate WD Global system, including any errors or omissions by the Service Provider and or any affiliates;
- 3.2.5 the WD Global Account will be used for legitimate purposes only;
- The Account Holder agrees that the violation of any of the above warranties shall be deemed to be a breach of the Terms and WD Global shall, at its sole and absolute discretion be entitled to terminate, restrict or otherwise suspend the use of the WD Global Account and confiscated funds should that be deemed necessary.
- 3.3 The Service Provider may, in the Service Provider's sole discretion:
- 3.3.1 refuse to allow the User to register an Account; or
- 3.3.2 limit the number of Accounts that the User may establish at any time.
- 3.4 Further to clause 3.1.4, the Service Provider may require the User to undergo any Verification Procedures determined by the Service Provider in its sole discretion from time to time.
- Should a User fail to comply with the Service Providers Verification Policies, the Service Provider may in its sole discretion lock the Users account and deduct a monthly Administrative Fee of up to 10% of the amount in your WD Global Wallet, due to non-compliance, until a User adheres to the Service Providers Verification Policies.
- 3.5 The Service Provider reserves the right:
- 3.5.1 to discontinue, temporarily or permanently, all or any part of any Service and/or the Site with notice; and/or
- 3.5.2 to impose limitations and/or restrictions on any Service and/or the Site at any time in its sole discretion, on the basis contemplated in clauses 4.11, 4.12 and 6.4; and/or
- 3.5.3 to delay or cancel any Transaction relating to any Service if there is any risk of fraud or illegal activity.
- 3.6 The User acknowledges that the inclusion of any hyperlinks or any advertisement of any third party on the Site and/or Platform does not imply endorsement by the Service Provider of their products, services, business or security practices or any association with its operators. **Further, the User acknowledges and agrees that:**
- 3.6.1 accessing and using any third party websites, apps, products, services, and/or business, is done at the User's sole and exclusive risk;
- 3.6.2 the Service Provider has no association with any of the trademarks or brands of the service providers providing the list of available Payment Methods; and
- 3.6.3 the Service Provider has no association with any of the trademarks or brands of the service providers providing any advertisement.
- 3.7 The Service Provider may, from time to time, request the User's consent to grant a third party access or a connection to the User's Account, either through the third party's product/service or through the Site. **The User agrees that any decision to grant such consent is at its sole and exclusive risk.**
- 3.8 **Rectification of Errors in Transactions**
- WD Global may, at its option and sole discretion, attempt to correct, reverse or cancel any withdrawal, funding, transfer or purchase/sale transaction with respect to a transaction which WD Global has discovered was erroneous at the time the services were being provided, (Reference to the Services herein refers to all services provided by WD Global including the services described in section 4,5,6 and 7 of these Terms of Service.. The Account Holder hereby authorises WD Global to attempt any such

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4. MARKETPLACE OFFERS AND TRANSACTIONS

Introduction

- 4.1 In this clause 4, the following terms have the meanings assigned to them in this clause 4.1, namely:
- 4.1.1 **"Buy Offer"** means offers made on the Platform by the trade vendor to buy Digital Currency;
- 4.1.2 **"Buyer"** means:
- 4.1.2.1 in relation to a Buy Offer, the trade vendor that intends buying, or buys, Digital Currency on the Platform;
- 4.1.2.2 in relation to a Sell Offer, the Customer that intends buying, or buys, Digital Currency on the Platform,
- and a reference to **"Buyer"** shall mean a reference to the User if the User is such party;
- 4.1.3 **"Offer"** means either a Buy Offer or a Sell Offer;
- 4.1.4 **"Offer Terms"** means the terms and conditions related to any Offer, as determined by the trade vendor;
- 4.1.5 **"Sell Offer"** means offers made on the Platform by the trade vendor to sell Digital Currency;
- 4.1.6 **"Seller"** means:
- 4.1.6.1 in relation to a Buy Offer, the Customer that offers to sell, or sells, Digital Currency on the Platform;
- 4.1.6.2 in relation to a Sell Offer, the trade vendor that offers to sell, or sells, Digital Currency on the Platform,
- and a reference to **"Seller"** shall mean a reference to the User if the User is such party.

Offers

- 4.2 Using the Platform:
- 4.2.1 Trade Vendors may, from time to time, create Buy Offers or Sell Offers; and
- 4.2.2 Customers may respond to and accept Offers,
- in each case using the functionality provided on the Platform.
- 4.3 By using the Platform as contemplated in clause 4.2, the User agrees to be bound by the Offer Terms relating to the relevant Offer.
- 4.4 The Offer Terms are valid and binding to the extent that the Offer Terms:
- 4.4.1 do not conflict with these Terms of Service; and/or
- 4.4.2 do not conflict with the Applicable Laws.
- 4.5 After acceptance of an Offer on the Platform by the Buyer, the price in relation:
- 4.5.1 to any Transaction not involving the Conversion Service referred to in clause 5.1.1, is final and cannot be changed without the written consent of the Service Provider;
- 4.5.2 to any Transaction involving the Conversion Service referred to in clause 5.1.1, shall be determined in accordance with 5.2.
- 4.6 The Buyer must pay for the Transaction using only a Payment Method, and may not withhold or delay payment for any reason.
- 4.7 The Seller must release the Digital Currency that is the subject matter of any Transaction once the Seller has received full payment from the Buyer and has notified the Service Provider of same.
- 4.8 The User agrees that a Transaction shall be considered completed when:
- 4.8.1 the Seller has received payment in relation to the Transaction; and
- 4.8.2 the Buyer has received the Digital Currency in relation to the Transaction, as contemplated in clause 6.2.1.
- 4.9 The User acknowledges and agrees that the Service Provider may use a third party payment processor to process any Fiat Currency and/or Digital Currency payment between the User and/or the Service Provider.

Reversals, cancellations

- 4.10 The User may not cancel, reverse, or change any pending or completed Transaction.
- 4.11 The Service Provider reserves the right to cancel or limit any Offer(s) if the Seller or Buyer breaches:
- 4.11.1 these Terms of Service; and/or
- 4.11.2 any other agreement the Seller may have entered into with the Service Provider, if applicable.
- 4.12 The Service Provider reserves the right to cancel or limit any Transaction if:
- 4.12.1 the Service Provider is unable to provide the Conversion Service; and/or
- 4.12.2 the cryptocurrency exchange rates on which the Conversion Rate is determined changes above a threshold determined by the Service Provider in its sole discretion.
- 4.13 If any Transaction is cancelled as contemplated in clause 4.12, then both converted and unconverted Digital Currency will be transferred back to the User's Digital Currency Wallet.
- 4.14 The Buyer must, upon request by the Service Provider, provide proof of payment, in a form acceptable to the Service Provider, for up to **180** days after any Transaction has been completed.

Disputes

- 4.15 If the User is in dispute with the Seller or Buyer in relation to a Transaction, the User must use its best endeavours to resolve the dispute directly with such Seller or Buyer.
- 4.16 If the User is unable to resolve the dispute on the basis described in clause 4.15, the User may notify the Service Provider of same.

4.17 Upon receipt of any notice contemplated in clause 4.16, the Service Provider will take any further action it deems appropriate. For this purpose, if the Service Provider decides to take any further action as contemplated in this clause, the Buyer consents to the Service Provider providing the Buyer's Personal Information, if required, to the Seller for purposes of resolving the dispute.

4.18 Abusive use of the Dispute feature could result in the temporary suspension of the user's account or function.

5. CONVERSION SERVICES

5.1 The Service Provider will procure:

5.1.1 conversion of a Digital Currency to other types of Digital Currency by the Service Provider to complete certain Transactions; or

5.1.2 conversion of a specific Digital Currency in the Digital Currency Wallet of the User to other types of Digital Currency, upon request by the User.

5.2 The User acknowledges and agrees that the Conversion Services are subject to the Conversion Rate, which:

5.2.1 shall be a rate estimated by the Service Provider at the time of the Offer; and

5.2.2 shall be finally determined at the time of completing the relevant Transaction and may be different to the rate referred to in clause 5.2.1.

5.3 To secure the performance of the User's obligations in terms of these Terms of Service, the User grants to the Service Provider a lien on and security interest in and to the balances of any Digital Currency in the User's Digital Currency Wallet.

5.4 The Service Provider reserves the right to cancel or limit or reverse any Transaction if:

5.4.1 the Service Provider is unable to provide the Conversion Service; and/or

5.4.2 the cryptocurrency exchange rates on which the Conversion Rate is determined changes above a threshold determined by the Service Provider in its sole discretion.

6. DIGITAL CURRENCY WALLET

6.1 The User may use the Digital Currency Wallet:

6.1.1 to deposit, hold and/or withdraw Digital Currency;

6.1.2 to transfer Digital Currency to a third party hosted wallet or repository for Digital Currency;

6.1.3 to facilitate Transactions on the Platform.

6.2 In terms of:

6.2.1 deposits to the Digital Currency Wallets, the Service Provider will credit the User's Digital Currency Wallet with the relevant amount of Digital Currency on completion of the relevant Transaction;

6.2.2 withdrawals from the Digital Currency Wallets:

6.2.2.1 the Service Provider has the right to accept, reverse or temporary withhold the User's withdrawal request, where the Service Provider reasonably suspects a breach of these Terms of Service, illegality or fraud.

6.2.2.2 the Service Provider will immediately debit the User's Digital Currency Wallet when a withdrawal is authorised by the User;

6.2.2.3 the User will be liable for all third party fees associated with such withdrawal.

6.3 The Service Fees will apply to deposits and withdrawals from the User's Digital Currency Wallet.

6.4 You must not use your Digital Currency Wallet for the purpose of storing Digital Currency. Where any Digital Currency in your Digital Currency Wallet is not used for a period exceeding 90 (ninety) days, WD Global may charge and obtain from you an Inactivity Fee of EUR 5.00 per month (or the equivalent in your Local Currency), which shall be collected from the Digital Currency held in your Digital Currency Wallet. Should we have reasonable grounds on which to suspect you are using your Digital Currency Wallet primarily for the purpose of storing Digital Currency, WD Global reserves the right to restrict, suspend or terminate your WD Global Account.

6.5 The User acknowledges and agrees that the User's use of the Digital Currency Wallet, and/or the functionality of the Digital Currency Wallet may be limited and/or restricted by the Service Provider:

6.5.1 due to any Platform system limitations from time to time; and

6.5.2 if the Service Provider determines that the User must complete any further Verification Procedures.

6.6 To the extent reasonably possible, prior notice of such limitation, as mentioned in 6.4, will be given.

7. FIAT CURRENCY WALLET

7.1 The User may use the Fiat Currency Wallet to:

7.1.1 deposit, hold and/or withdraw their local Fiat Currency;

7.1.2 facilitate transactions on the Platform.

7.2 In terms of:

7.2.1 Deposits:

7.2.1.1 The Service Provider will credit the User's Fiat Currency Wallet with the relevant amount of Fiat Currency on completion of the relevant Transaction;

7.2.1.2 The User may only make a Deposit from a Supported Deposit Method held in the User's own name. The User must not allow any third party to make a deposit in the User's Coldirect Wallet.

7.2.1.3 The User may only Deposit Local Currency using a Supported Deposit Method compatible with the deposit methods available in your country;

7.2.1.4 Except in the case of a SEPA transfer, the User may only make Deposits denominated in the Local Currency associated with your WD Global Wallet;

7.2.1.5 Where the User makes a Deposit using a credit or debit card, the User authorises WD Global to facilitate the debiting of the funds from your bank account in order to complete the deposit;

7.2.1.6 The User must not use cash or cheques to make Deposits. WD Global reserves the right to refuse any payment made by cash or cheque. Any WD Global

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- 7.2.2 Withdrawals:
- 7.2.2.1 The Service Provider has the right to accept, reverse or temporary withhold the Users withdrawal request, where the Service provider reasonably suspects a breach of these Terms of Service, illegality or fraud.
- 7.2.2.2 The Service Provider will immediately debit the User's Fiat Currency Wallet when a withdrawal is authorised by the User;
- 7.2.2.3 The User will be liable for all third party fees associated with such withdrawal.
- 7.2.2.4 The User agrees not to make, or attempt to make and Withdrawal of funds from their WD Global Wallet to the bank account of a third party and accepts that any such withdrawal may be refused and/or result in restriction or termination of your WD Global Account.
- 7.3 The Service Fees will apply to deposits and withdrawals from the User's Fiat Currency Wallet.
- 7.4 Local Currency deposited into your Fiat Currency Wallet may only be used for the purchase of Supported Cryptocurrencies and/or Withdrawal to an approved bank account. You must not use your Fiat Currency Wallet for the purpose of storing Local Currency. Where any Local Currency in your Fiat Currency Wallet is not used for a period exceeding 90 (ninety) days, WD Global may charge and obtain from you an Inactivity Fee of EUR 5.00 per month (or the equivalent in your Local Currency), which shall be collected from the Local Currency held in your Fiat Currency Wallet. Should we have reasonable grounds on which to suspect you are using your Fiat Currency Wallet primarily for the purpose of storing Local Currency, WD Global reserves the right to restrict, suspend or terminate your WD Global Account.
- 7.5 The User acknowledges and agrees that the User's use of the Fiat Currency Wallet, and/or the functionality of the Fiat Currency Wallet may be limited and/or restricted by the Service Provider:
- 7.5.1 due to any Platform system limitations from time to time; and
- 7.5.2 if the Service Provider determines that the User must complete any further Verification Procedures.

8. AFFILIATE PROGRAM

- 8.1 In order to earn commission through the WD Global Affiliate Program, you must refer a user who:
- 8.1.1 arrives to the coindirect.com site through your affiliate link
- 8.1.2 registers as a new user, and
- 8.1.3 successfully completes a sale/purchase.
- 8.2 The commission a referrer will receive from the WD Global Affiliate Program will initially be set at a rate of 20% (twenty percent).
- 8.3 An affiliate earns 20% (twenty percent) of the trade fees allocated to the referred marketplace vendor in a transaction.
- 8.4 The fee commission will be paid to your WD Global account daily at midnight UTC (Universal Time Coordinated) and will be paid to you in the token/cryptocurrency the original fee was paid in.
- 8.5 Only successfully completed sales that go through our transaction process will be eligible.
- 8.6 The Specific Terms and Conditions applicable to the Affiliate Program are as follows:
- 8.6.1 There is no limit to the number of users you can refer, however, the Service Provider does reserve the right to adjust or change the affiliate program rules at any time on prior notice.
- 8.6.2 The Service Provider will check for duplicate or fake accounts and will not pay out referral bonuses on these accounts. Duplicate or shared finances will result in disqualification.
- 8.6.3 Any foul play, such as misleading advertising, is prohibited.
- 8.6.4 Spamming is forbidden. Spamming includes sending unsubscribed private or public messages on forums/reddit, unsubscribed mass-mail, etc.
- 8.6.5 Adding hidden iframes on a website in order to capture affiliates is forbidden. Only affiliate iframes or direct links to the webpage are allowed.
- 8.6.6 Promoting your referral code through the use of paid advertising on "WD Global" or WD Global-related keywords is prohibited. This includes, but is not limited to, bidding or running ads on search brand keywords that include "WD Global" or similar variations and using "WD Global" branded terms in your ad copy, is not appropriate. Referrers who engage in such activities will have their referral codes deactivated and all referrals resulting from such activities are ineligible for referral payments.
- 8.7 Please Take Note that the Service Provider, specifically reserves the right to change its terms and conditions and rules of the affiliate program on prior notice at any time and may also disable the affiliate program for any affiliate at any given time. If you breach the terms, your affiliate program will be terminated.

9. USE OF THE SERVICES BY THE USER

- 9.1 The User undertakes to use the Services in accordance with these Terms of Service and the Applicable Laws at all times.
- 9.2 The User agrees that the User will not at any time attempt or actually (whether alone or in conjunction with any third party):
- 9.2.1 alter, reverse-engineer, modify, circumvent, disable, amend, tamper with or change any part of any Service and/or any security features and/or the Site;
- 9.2.2 infect any Service and/or the Site with any software, malware or code that may infect, damage, delay or impede the operation of any Service and/or the Site or which may intercept, alter or interfere with any data generated by or received through any Service and/or the Site;
- 9.2.3 allow any third party to use the User's Account in any way or deal with any Services in any manner other than as permitted by these Terms of Service;
- 9.2.4 access any Account that is not the User's Account;
- 9.2.5 access any Service by or through any means other than through the Platform on the Site;
- 9.2.6 use the Services in any Prohibited Jurisdictions;
- 9.2.7 use the Services for any Prohibited Activities.
- 9.3 The User agrees that it shall be solely liable for all taxes, penalties, costs, charges or

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10. USER RESPONSIBILITY:**10.1 Taxes**

It is the User's sole responsibility to determine whether, if any, taxes apply to any transactions the User conducts through these Services. It is the User's sole responsibility to withhold, collect, report and remit the correct amount of taxes applicable to the appropriate tax authorities.

10.2 Export Controls

The use of these Services is subject to international export controls and economic sanction requirements. The User agrees that by using the services of the Service Provider the User will comply with all international export control regulations that may be applicable to a Transaction.

10.3 Economic Sanctions:

The use of these Services is subject to economic sanction requirements. Therefore, the User expressly acknowledges and agrees that the User may NOT open, use or have access to these Services if:

- 10.3.1 The User is in or under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, HM Treasury's financial sanctions regime, or any other applicable sanctions lists; or
- 10.3.2 The User intends to supply any acquired or stored Digital Currency or to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, HM Treasury's financial sanctions regime, or any other applicable sanctions list.

11. USE OF CUSTOMER SERVICE FEATURES:**11.1 Promotional Activities within Chat Feature**

Within our Chat feature, it is prohibited to promote and/or advertise any goods or services not related to Transactions.

11.2 Rules of Conduct for Chat and Email Users

The following actions are strictly prohibited, and any breach of these rules will result in a User being banned:

- 11.2.1 Using abusive or vulgar terms, profanity or swearing, mild expletives in any form and context.
- 11.2.2 Insulting or offending other Users in any way.
- 11.2.3 Making statements that incite ethnic or racial hatred or discrimination, advocate violence in any form, and/or outrage religious feelings of other Users.
- 11.2.4 Posting information and messages that are contrary to any Applicable Laws.
- 11.2.5 Posting same-type information, sending duplicate messages, posting similar graphic files, holding unreasoned disputes (flooding), making radical statements, getting personal (flaming), posting irrelevant messages (spamming), discussing political news and events.
- 11.2.6 Distributing malicious links, links to third-party online projects, and/or sponsored links.
- 11.2.7 Encouraging other users to violate the rules of conduct.
- 11.2.8 Colluding with another User or attempting to affect another User's behaviour on the Service Provider's website.

11.3 Giving out personal information:

The User is cautioned against giving out personally identifiable information which may be used for illegal or harmful purposes, such as identity numbers, credit card numbers, names and addresses, telephone numbers, etc. to another User.

11.4 Acceptance of Responsibility

- 11.4.1 The User is responsible for anything said or posted by the User on the Chat feature or sent in by email from the Users email address, and for protecting the User's own computer system. The User is responsible for protecting their own computer against interference or viruses that may be encountered on this website or on the Internet. The Service Provider recommends that all User's install a virus protection program on their computer.
- 11.4.2 The Chat Feature is not designed as the primary place to store any materials. The Service Provider is not responsible for loss of, access to, or deletion or alteration of any materials included in the Chat Feature. The Service Provider reserves the right to remove at any time, without notice, any sample and/or post on the Chat Feature. Some Users may post Internet website links in the Chat Feature. Please be advised that the Service Provider is not responsible for the content on the websites associated with the links posted by other User's on the Chat Feature.
- 11.4.3 The User is responsible for any actions that may take based on advice or information received from the Chat Feature.
- 11.4.4 The User agrees to use their own good judgment when evaluating information provided through the Chat Feature.
- 11.4.5 All chats are monitored and, in the event, where any violations of the above rules are identified by the administrator or moderators, the account of the User who violated the rules will be blocked permanently.
- 11.4.6 The Service Provider does not assume any responsibility or liability for any advertising and/or promotional activity that is carried out in violation of the above rules.

11.5 Complaints procedure:

- 11.5.1 Complaints relating to any violations of these Terms of Service or the Services provided hereunder should be submitted in writing to support@coindirect.com (mailto:support@coindirect.com). Complaints must unambiguously state the nature of the problem, and its connection to the Service Provider.

11.6 Breach of these Terms of Services

- 11.6.1 In the case of a User breaching these Terms of Services, the Service Provider may:
 - 11.6.1.1 Warn the User, suspend the User's account and/or revoke or cancel the User's access privileges completely; and/ or
 - 11.6.1.2 Share information concerning the incident with other relevant parties; and /or
 - 11.6.1.3 Make available the Users' details to law enforcement agencies; and/or
 - 11.6.1.4 Suspend and/or terminate certain Services provided by the Service Provider;
 depending on the extent of the abuse.
- 11.6.2 The Service Provider reserves the right, at its sole discretion, to act against other types of abuse not listed in these Terms of Services and to investigate or prevent illegal

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12. LIMITED LICENSE IN RESPECT OF THE SITE

- 12.1 The Service Provider grants the User a limited, non-exclusive, non-transferable license, subject to these Terms of Service, to access and use the Site and related content solely for purposes of accessing and using the Services.
- 12.2 Any use of the Site other than in accordance with clause 12.1 is expressly prohibited and all other rights, title, and interest in and to the Site vests in the Service Provider.
- 12.3 The User agrees to not copy, imitate, use, transmit, distribute, sell, license, reverse-engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any part of the Site or related content, in whole or in part.

13. SUSPENSION AND CANCELLATION OF ACCOUNTS

- 13.1 The Service Provider may at any time:
- 13.1.1 suspend, restrict, or cancel the User's access to any or all of the Services where the Service Provider reasonably suspects a breach of these Terms of Service, illegality, or fraud; and/or
- 13.1.2 suspend or cancel the User's Account if:
- 13.1.2.1 the Service Provider is so required by the Applicable Laws, or pursuant to any valid order issued by a court or government agency; or
- 13.1.2.2 the Service Provider reasonably suspects the User of using the Account in connection with any Prohibited Activity; or
- 13.1.2.3 use of the Account is subject to any pending litigation, investigation, or government proceeding; or
- 13.1.2.4 the Service Provider determines that the Account may compromise the Service Provider's compliance obligations in accordance with the Applicable Laws; or
- 13.1.2.5 third party service providers and/or licensors to the Service Provider are unable to support the Account.
- 13.1.2.6 the Service Provider, in its sole discretion, considers it necessary to carry out further Identity Verification and/or EDD as per section 24 of these Terms;
- 13.1.2.7 the User provides, or we suspect that you have provided false information or refuse to provide information we require for Identity Verification and/or EDD as per section 24 of these Terms.
- 13.1.2.8 the Service Provider reasonably suspects your WD Global Account to be the subject of an operational or other error.
- 13.1.2.9 the Service provider suspects the User, or the Users Account is or has been associated with, or poses a high risk of, money laundering, financing of terrorism, fraud, or any other financial crime.
- 13.1.2.10 if the name registered on your account does not match the credit/debit card and/or financial bank account used to make deposits on your WD Global Account;
- 13.1.2.11 if you make statements that are sexually explicit or offensive while engaging with our Customer Service Agents, this includes expressions of bigotry, racism, hatred or profanity.
- 13.2 On the cancellation of a User's Account, WD Global shall (except where legally obligated not to) return your available cryptocurrency and/or Local Currency balances to you pursuant to the procedure set out below:
- 13.2.1 Cryptocurrency: If you have an available balance of Supported Cryptocurrency in your WD Global Account above Minimum Threshold, we will liquidate the cryptocurrency and deposit the value realised from the liquidation into your Local Currency wallet. The Minimum Threshold is EUR10.00, or its equivalent in any applicable Supported Cryptocurrency calculated on the day on which the liquidation is performed. We will not send your Supported Cryptocurrency to an alternative wallet address. Any risk of negative exchange rate fluctuation shall rest with you and you shall have no claim against any WD Global for any losses you may suffer as a result of the liquidation of your available balance of Supported Cryptocurrency.
- 13.2.2 Local Currency: We shall return to you an amount no greater than the cumulative value of all Local Currency Deposits to your WD Global Account, where applicable. Payment shall be made to you following submission to us of valid bank account details in your name. We shall not transfer Local Currency to any bank account in the name of a third party.
- 13.3 In the case that a User's account has been suspended in terms of Section 3.1, and especially in cases of failure to adhere to EDD procedures, to the extent permissible by law WD Global reserves the right to convert the Users digital currency into fiat, and to deduct an Inactivity Fee of up to 10% of the amount in your WD Global Wallet.
- 13.4 Should the Service Provider suspect that the User is using their WD Global Wallet primarily for the purpose of storing Local Currency, WD Global reserves the right to restrict, suspend or terminate your WD Global Account. Furthermore, where any Local Currency in your WD Global Wallet is not used for a period exceeding 3 months, WD Global may charge and obtain from the User, an Inactivity Fee of GBP2.00 per month (or the equivalent in your Local Currency), which shall be collected from your Local Currency held in your WD Global Wallet.
- 13.5 The User may cancel the User's Account at any time by:
- 13.5.1 requesting a cancellation of the User's Account using the functionality provided on the Account; and
- 13.5.2 withdrawing all Digital Currency from the User's Digital Currency Wallet.
- 13.6 Cancellation of the User's Account shall only be effective if:
- 13.6.1 any outstanding amounts that may be owed to the Service Provider are paid by the User;
- 13.6.2 the User expressly authorises the Service Provider to cancel or suspend any pending Transactions at the time of cancellation.

14. CONFIDENTIALITY

- 14.1 The Receiving Party is obliged to treat all of the Confidential Information as confidential.

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- 14.2 The Receiving Party may use the Confidential Information exclusively in relation to exercising its rights or fulfilling its obligations in terms of these Terms of Service.
- 14.3 The Receiving Party shall only disclose Confidential Information to its employees and contractors who:
- 14.3.1 have a need to access such Confidential Information solely for the purpose referred to in clause 13.2; and
- 14.3.2 have been advised of the obligations of confidentiality and are under obligations of confidentiality substantially similar to those set out in these Terms of Service.
- 14.4 The Receiving Party shall have no obligation to retain as confidential any information which:
- 14.4.1 was legally in its possession or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party;
- 14.4.2 is, or subsequently becomes, legally and publicly available without breach of these Terms of Service;
- 14.4.3 is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
- 14.4.4 is legally obtained by the Receiving Party from a third party source without any obligation of confidentiality.
- 14.5 Subject to the provisions of clause 13.4, the confidentiality obligations of the Receiving Party shall be perpetual and will survive the termination or expiry of these Terms of Service.
- 14.6 The Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party:
- 14.6.1 prior written notice of such obligation; and
- 14.6.2 the opportunity to oppose such disclosure or obtain a protective order.

15. FORCE MAJEURE

- 15.1 If the Service Provider is prevented or restricted directly from carrying out all or any of its obligations under these Terms of Service by a Force Majeure Event, this clause 14 shall apply.
- 15.2 If the Service Provider is prevented or delayed in the performance of any of its obligations under these Terms of Service by a Force Majeure Event, the Service Provider shall notify the User within a reasonable timeframe, specifying the nature and extent of the circumstances giving rise to the Force Majeure Event.
- 15.3 The Service Provider shall, subject to service of the notice under clause 14.2, have no liability in respect of the performance of such of its obligations as are directly prevented by the Force Majeure Event(s) during the continuation of such event(s), and for such time after they cease as is reasonably necessary for the Service Provider to begin re-performing the affected obligation.

16. PRIVACY

The Service Provider's Privacy Policy sets out the terms on which the Service Provider may collect, process and use Personal Information, as well as the Service Provider's full cookie policy.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The User acknowledges and agrees that all right, title and interest in, and to, any of the Service Provider Intellectual Property is proprietary to the Service Provider and will remain vested in the Service Provider at all times.
- 17.2 The User therefore unconditionally and irrevocably agrees that the User will not at any time or under any circumstances acquire any rights of any nature in respect of the Service Provider Intellectual Property by using the Services, or on any other basis.

18. WARRANTIES, REPRESENTATIONS

- 18.1 **The Service Provider makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Site and/or the Services, so long as they have been performed with reasonable care and skill.**
- 18.2 **Accordingly, the User's use of the Site and/or the Services is at the User's own risk, so long as they have been provided using reasonable care and skill, and to the extent that this is the case:**
- 18.2.1 the Service Provider does not warrant that the functions in relation to the Site and/or any Service will be available or uninterrupted;
- 18.2.2 the Service Provider does not warrant that the Site and/or the servers that make them available are free of viruses or other harmful components, so long as reasonable steps have been taken to ensure that they are provided virus-free;
- 18.2.3 the Service Provider does not provide financial, investment, tax, or legal advice of any sort;
- 18.2.4 the Service Provider does not broker Transactions on behalf of the User;
- 18.2.5 all Transactions are executed automatically, and the User is solely responsible for determining the appropriateness of entering into any Transaction, considering the User's financial and investment resources, plans and tolerances.
- 18.3 The User warrant to and in favour of the Service Provider that:
- 18.3.1 by accessing any Service and/or the Site, the User is not resident in any of the Prohibited Jurisdictions;
- 18.3.2 the User will not use the Services for any Prohibited Activities;
- 18.3.3 the User has the legal capacity to agree to and be bound by these Terms of Service;
- 18.3.4 the User is 18 years or older;
- 18.3.5 these Terms of Service constitute a contract valid and binding on the User and enforceable against the User;
- 18.3.6 the entering into and implementation of these Terms of Service by the User will, so far as the User is aware, be in full compliance with the Applicable Laws;
- 18.3.7 the User understands that dealing in Digital Currency is highly experimental and contains

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18.3.8 the User is aware of and understands the risk of incurring losses in the course of, or as a result of, the User's use of the Services.

18.4 Each of the warranties given by the User will:

- 18.4.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in these Terms of Service; and
- 18.4.2 continue and remain in force irrespective of whether the User's Account is active, suspended or cancelled; and
- 18.4.3 be deemed to be material.

19. INDEMNITY

The User unconditionally and irrevocably indemnifies and holds the Service Provider (including its directors, agents, contractors and service providers, in whose favour this constitutes a third party stipulation capable of acceptance in writing at any time) harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with:

- 19.1 any breach of these Terms of Service by the User, including (without limitation) the breach of any warranty given by the User;
- 19.2 any dispute between the User and any other party using any Services.

20. LIMITATION OF LIABILITY, SOLE REMEDY

20.1 Nothing in these Terms of Service shall limit or exclude the Service Provider's liability to the User:

- 20.1.1 for death or personal injury caused by the Service Provider's negligence;
- 20.1.2 for fraudulent misrepresentation;
- 20.1.3 for breach of any term implied by the Consumer Rights Act 2015 and which, by Applicable Law, may not be limited or excluded; or
- 20.1.4 for any other liability that by Applicable Law, may not be limited or excluded.

20.2 Subject to this, in no event shall the Service Provider be liable to the User for any losses, other than where caused directly and reasonably foreseeable by the Service Provider's breach of these Terms of Service (and in no event shall the Service Provider be liable to the User for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses). The Service Provider shall be under no obligation to inquire into, and shall not be liable for, any losses incurred by the User or any other person as a result of the maintenance, transfer, receipt or delivery of fraudulent, defective or otherwise impaired Digital Currency. The Service Provider does not provide, nor does the Service Provider accept responsibility for, legal, tax or accounting advice.

20.3 Any liability the Service Provider does have for losses the User suffers arising under these Terms of Service from any Services shall not, in respect of any 12-month period (calculated from the date relevant Services are provided), exceed the charges payable by the User for the relevant Services in that 12-month period and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by the User and the Service Provider at the time the relevant Services are provided.

21. NO ASSIGNMENT

- 21.1 The User will not be entitled to cede its rights or delegate its obligations in terms of these Terms of Service without the express prior written consent of the Service Provider.
- 21.2 The Service Provider shall be entitled to cede its rights or delegate its obligations in terms of these Terms of Service in its sole discretion, so long as this does not reduce the quality of the Services provided to the User.

22. RELATIONSHIP BETWEEN THE PARTIES

The Parties agree that:

- 22.1 no Party is a partner or agent of any other Party;
- 22.2 no Party will have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other Party; and
- 22.3 these Terms of Service will not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon any Party.

23. NOTICES

23.1 The user accepts and agrees that:

- 23.1.1 Any communications, agreements, notices and/ or any other documents relating to your WD Global account or use of WD Global's services will be provided to you electronically by posting them on the WD Global Site, emailing them to the email address you have provided to us, or through any other form of electronic communication. You consent to receiving all Communications electronically;
- 23.1.2 You will at all times have the necessary hardware and software to receive, access and retain Communications sent to you electronically.

23.2 Any notice to the User sent by email to its chosen email address registered to its Account shall be deemed to have been received on the date of sending (unless the contrary is proved). You can amend your contact information by signing-in to your WD Global Account and accessing the settings page.

24. IDENTITY VERIFICATION

24.1 In order for WD Global to adhere to local and international compliance standards relating to KYC ("Know your Customer") processes. The User accepts that they are required to provide certain personal details when opening a WD Global Account. The nature and extent of this verification will depend on the country you have registered

from, and the deposit and withdrawal limits you wish to apply to your WD Global Account.

24.2 WD Global may also perform enhanced due diligence ("EDD") procedures in relation to your WD Global Account. The User accepts that the User will remain subject to these procedures at all times.

25. GOVERNING LAW AND SUBMISSION TO JURISDICTION

25.1 These Terms of Service and any matter arising from these Terms of Service shall be governed by and interpreted in accordance with the laws of England and Wales, subject to any mandatory provisions of Applicable Law of the User's place of residence.

25.2 These Terms of Service, its subject matter and their formation, are governed by English law and Users can bring legal proceedings in the English courts. If Users live in Scotland, Users can bring legal proceedings in either the Scottish or English courts. If Users live in Northern Ireland, Users can bring legal proceedings in either the Northern Irish or the English courts.

25.3 The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and if Users are consumers, and not a business, as those Users may use it if there is a dispute that cannot be resolved between the User and the Service Provider.

26. AMENDMENTS

26.1 The Service Provider may amend or modify these Terms of Service by posting on the Site, giving prior notice where practicable. Specifically, and without limitation, the Service Provider shall be entitled at any time:

26.1.1 to amend the eligibility criteria referred to in clause 3.1;

26.1.2 to amend the list of Prohibited Jurisdictions;

26.1.3 to update, amend or change any of the available Services.

26.2 If the User does not agree with any such modification, the User must cancel the User's Account. Any further use of the Services after such modification by the User will constitute full acceptance by the User of these Terms of Service.

27. GENERAL

27.1 Entire Agreement:

These Terms of Service constitute the entire agreement between the Parties to it and supersedes any prior agreement or arrangement in respect of its subject matter and:

27.1.1 neither the User nor the Service Provider have entered into these Terms of Service in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these Terms of Service;

27.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into these Terms of Service and which is expressly set out in these Terms of Service will be for breach of contract; and;

27.1.3 nothing in these Terms of Service will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

27.2 Any provision in these Terms of Service which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms of Service shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of these Terms of Service, without invalidating the remaining provisions of these Terms of Service or affecting the validity or enforceability of such provision in any other jurisdiction.

27.3 No part of these Terms of Service shall constitute a stipulation in favour of any person who is not a party to these Terms of Service, unless the provision in question expressly provides that it does constitute such a stipulation.

Annexure A - PROHIBITED ACTIVITIES

PROHIBITED ACTIVITIES

Any of the following businesses, activities, practices, or items shall be considered Prohibited Activities:

1. Pyramid or referral selling, Ponzi schemes or any multi-level marketing scheme or programme.
2. The provision of any investment, credit or financial services which are regulated activities in accordance with Applicable Laws.
3. The sale or provision of any counterfeit, illegal or unauthorised products.
4. The sale or provision of pornography or other obscene materials.
5. Operating any business conducting gambling or betting operations.
6. Any violation of any third party intellectual property.

Annexure B - PROHIBITED JURISDICTIONS

PROHIBITED JURISDICTIONS IN RELATION TO THE SERVICE

1. Mauritius
2. Albania
3. Jamaica
4. Iceland
5. Mali
6. Uganda

- 7. Nicaragua
- 8. Botswana
- 9. Bahamas
- 10. Burundi
- 11. Myanmar
- 12. Lebanon
- 13. Sudan
- 14. Panama
- 15. Ghana
- 16. Venezuela
- 17. Mongolia
- 18. Haiti
- 19. Libya
- 20. Iraq
- 21. Guinea Bissau
- 22. South Sudan
- 23. Cambodia
- 24. Pakistan
- 25. Afghanistan
- 26. Zimbabwe
- 27. Somalia
- 28. Syria
- 29. Yemen
- 30. Iran, Islamic Republic of
- 31. North Korea
- 32. United States

Annexure C - ADDITIONAL TERMS APPLICABLE TO ONLY TRADE VENDORS

1. Trade Vendor Services

In this clause 1, the following terms have the meanings assigned to them in this clause 1.1, namely:

- 1.1 "Service Fees" means the fees to be charged by the Service Provider, as displayed on the Platform at <https://www.coindirect.com/fees>;
- 1.2 Through the Platform, the Service Provider:
 - 1.2.1 enables trade vendors to buy and sell Digital Currency from Customers; and
 - 1.2.2 processes the transfer of Digital Currency to trade vendors from the Customers and from Customers to trade vendors.
- 1.3 Trade Vendors may also buy or sell Digital Currency through the Platform, and otherwise utilize the Services, in the same manner as any Customer.
- 1.4 To access the Platform, each trade vendor is required to provide accurate information necessary to complete a trade vendor profile.
- 1.5 The Service Provider shall be charged the Service Fees in relation to each Transaction.
- 1.6 In addition to the remaining Terms of Service, the trade vendor undertakes:
 - 1.6.1 to at all relevant times maintain all licenses, registrations, authorisations and approvals required to use the Services in accordance with these Terms of Service;
 - 1.6.2 to ensure that all aspects of trade vendor's business comply strictly and fully with the Applicable Laws at all times;
 - 1.6.3 to provide such information as the Service Provider may request from time to time regarding:
 - 1.6.3.1 the policies, procedures, and/or activities of the trade vendor;
 - 1.6.3.2 the Digital Currencies offered for sale and for which the trade vendor may accept payment on the Platform; or
 - 1.6.3.3 any Transaction conducted through the Platform.

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- Business (/business)
- Wallet (/wallet)
- Marketplace (/marketplace)
- Our App (/app)
- About (/about)
- Fees (/fees)
- FAQs (<https://coindirect.zendesk.com/hc/en-us>)
- Select Country (/select-country)
- Sign Up (/signup)
- Log In (/login)
- Telegram (<https://t.me/coindirectcom>)
- Twitter (<https://twitter.com/coindirectcom>)

Contact (mailto:support@coindirect.com)

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