



Terms of Use

These Terms of Use are entered into between you and Universal Coin International, LLC a private company incorporated in the BVI and its affiliates (“**Ucoin, Utransfer, Ubis, etc.**”). All references to “**you**” or “**your**” (as applicable) mean the person or the organisation who accesses or uses the Websites and Platform Services (as defined below) in any manner.

By accessing or using the Websites and Platform Services, you agree to be bound by these Terms and any other rules or policies that we adopt and publish from time to time, which are incorporated herein by reference (which collectively constitute the “**Agreement**”). Your use of any Services is also subject to additional terms notified to you as being applicable to such Services, which also form part of this Agreement. Please do not use the Websites or Services if you do not agree to be bound by this Agreement.

1. Acceptance of Terms

1.1 Scope. This Agreement govern your access to and use of the UCI and UCOIN’s websites and its subdomains for the time being, including without limitation, Ubis, Utransfer, and Ucustody, (the “**Websites**”) and any products, software, services, accounts, and tools provided by us through the Websites (the “**Services**”).

1.2 Conditions of Use. Your access and use of the Websites and Platform Services are conditional upon your acceptance of and compliance with this Agreement.

1.3 Access and Use by Organisations. If you access or use the Websites and Platform Services on behalf of an organisation, you represent and warrant that you have the authority to enter into this Agreement on behalf of that organisation and to bind that organisation to such terms (and references to “**you**” in this Agreement refer to that organisation).

2. Data Privacy

2.1 Privacy Policy. We are committed to protecting the privacy of your information. Please review our Privacy Policy for details about how we process your personal data in connection with your access and use of the Websites and Platform Services. By using the Websites and Platform Services, you acknowledge that we will process your personal data in accordance with our Privacy Policy and the applicable laws.

3. Cookies

We use necessary cookies to make the Websites and Platform Services work. We may also use optional cookies to improve our Websites and Platform Services, but you will only get the benefit of such improvements if you enable cookies through your browser settings. For more information about how we use cookies, please read our Cookies Policy.



4. Availability of the Websites

4.1 Availability. We do not guarantee that our Websites and Services will always be available or uninterrupted. The Websites and Services are not offered to, or intended to be used by, any person or entity that is the subject of sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority) or organised or resident in a country or territory that is the subject of country-wide or territory-wide sanctions. You represent and warrant that neither you nor any party having a direct or indirect beneficial interest in you or on whose behalf you are acting as agent or nominee is such a person or entity and you will comply with all applicable import, re-import, sanctions, anti-boycot, export, and re-export control laws and regulations. If this is not accurate or you do not agree, then you must immediately cease accessing our Websites and Platform Services.

4.2 Access Restrictions. From time to time we may decide to temporarily restrict or block access to, or use of, all or part of the Websites and Platform Services without notice and reserve the right to do so for business or operational reasons. We also reserve the right to disable, block or restrict any access or use of our Websites and Platform Services from any individuals or companies that are currently under any sanctions programs.

4.3 Withdrawal and Amendments. We reserve the right to withdraw and/or amend any features of the Websites and Platform Services without notice (save to the extent otherwise set out in the relevant Service Terms) and we accept no liability, no matter how that may be caused, arising from us doing so.

5. Accounts and Security Information

5.1 Account Registration. You may be required to register an account with us to have access or use some of our Services. Your registration for and use of our accounts are subject to the additional terms of use notified to you at the time of your account registration, which form part of this Agreement.

5.2 Security Information. To use our Website and Platforms Services, you may be required to choose, or be provided with, a user identification code, password or any other piece of information as part of the Websites' security procedures (the "Security Information"). You shall treat such Security Information as confidential and you must not disclose it to any third party.

5.3 Disablement. We have the right to disable any Security Information, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Agreement or if we consider that the Security Information has been compromised in any way.

5.4 Notification. If you know or suspect that any third party knows or had unauthorised access to or use of your Security Information, you must promptly notify us.



5.5 Liability. We are not liable for any loss or damage that you may incur as a result of someone else using or accessing your Security Information to access or use the Websites and Services, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else's access to or use of the Websites and Platform Services via the use of your Security Information.

6. Open Source Software

6.1 Download and Availability. We may make (but are not obliged to make) the source code for the software we develop available for download as open source software. If you use such open source software, you agree to be bound by and comply with any licence terms that apply to such open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of such open source software.

6.2 Licence Terms. If we host any software and enable you to access and use such software through the Websites and Platform Services, then this Agreement will apply to such access and use, in addition to any licence agreements that we may enter into with you.

7. Intellectual Property

7.1 Ownership. The Websites and Platform Services are owned by Universal Coin International, LLC and protected by copyright, trademark, and other intellectual property rights and laws of applicable countries, unless otherwise specifically indicated. You agree to abide by all applicable proprietary rights and laws, as well as any trademark or copyright notices or restrictions contained in this Agreement. The trademarks, service marks, slogans, logos, trade dress and other identifiers ("**Marks**") displayed on the Websites and Platform Services are our property, unless as otherwise disclosed.

7.2 Prohibitions. You are prohibited from modifying, copying, displaying, distributing, transmitting, publishing, selling, licensing, creating derivative works from, or using any portions of the Websites and Platform Services for commercial or public purposes without our express authorisation or as expressly permitted by applicable copyright or trademark law. You may not copy any part of the materials on the Websites and Platform Services without our express prior written authorisation and subject to our copyright notice being affixed to the copied material. Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any licence or right under any of our patent, trademark, copyright or other proprietary rights for any purpose not expressly set out in this Agreement.

7.3 Trademark Notice. Our Trademark Notice is published on the Websites and it sets out the prohibition of use of our Marks by third parties. Please read our Trademark Notice for more information related to the restrictions on the use of our Marks and the permitted uses of some of our community Marks by the Universal Coin International, LLC community. The Trademark Notice forms part of this Agreement.

7.4 No Transfer. No right, title, or interest in or to the Websites and Platform Services is transferred to you, and all rights are reserved by Universal Coin International, LLC.



7.5 Use of Materials. Except as otherwise indicated elsewhere on the Websites, you may view, download and print the materials available on the Websites subject to the following conditions:

- a. the materials must be used solely for personal, informational, internal, non-commercial purposes;
- b. the materials must not be modified or altered in any way;
- c. the materials must not be distributed;
- d. you must not remove any copyright or other proprietary notices contained in the materials;
- e. we reserve the right to revoke the authorisation to view, download, and print the materials available on the Websites at any time, and any such use shall be discontinued immediately upon written notice from us; and
- f. the rights granted to you constitute a non-exclusive licence and not a transfer of title.

7.6 Exclusions. The rights specified above to view, download and print the materials available on the Websites are not applicable to the design or layout of the Websites.

7.7 Website Elements. Elements of the Websites are protected by intellectual property laws and other laws and may not be copied or imitated in whole or in part.

8. Third-Party Resources

8.1 Our Services may contain or require the use of third-party services or technologies (“**Third-Party Services**”), which may be licensed or made available to you for use under separate agreements. Your use of or interactions with any Third-Party Resources, and any third party that provides any Third-Party Resources, are solely between you and such third parties and is governed by such licences and terms of use as specified by such third parties, and we are not responsible or liable in any manner for such use or interactions.

8.2 UCI and its Associates are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained in Third-Party Services, the services offered thereby or for their privacy and security policies and procedures.

9. User Content

9.1 If you post, upload, input, provide or submit any content, data or information to us, including without limitation, your name, email address, IP address, blockchain account name or address, text, code or other information and materials (whether via the Websites or Services mailing lists or otherwise) (collectively, your “**User Content**”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date, complete and not misleading and that any such User Content does not infringe the intellectual property rights of any third party.



9.2 We do not own, control or endorse any User Content that is transmitted, stored or processed via the Websites or Platform Services or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Websites or Services, and you represent and warrant that:

- a. you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licences in these terms;
- b. your User Content will not violate any agreements or confidentiality obligations; and
- c. your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

9.3 Any User Content that is transmitted, stored or processed via the Websites and Platform Services or sent to us shall be considered non-confidential. By posting, uploading, inputting, providing or submitting your User Content to us, you grant us and our sub-licencees an irrevocable, sublicensable, non-exclusive, royalty-free, worldwide, perpetual, right and permission to use, reproduce, copy, create derivative works from, distribute, transmit, publicly perform or publicly display your User Content.

9.4 Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content.

10. Prohibited Communications

10.1 You are prohibited from using the Websites to post or transmit any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, any material that is contrary to applicable local, federal, or international laws and regulations, any material that could constitute or encourage unlawful conduct, or any content or materials that we reasonably deem as inappropriate or offensive.

10.2 Monitor and Review. We may from time to time monitor or review material transmitted, stored or processed via the Websites or Platform Services or sent to us, and we reserve the right to delete any material our company deems inappropriate. We are under no obligation to do so and assume no responsibility or liability arising from any material transmitted or posted using the Websites.

11. Warranties and Disclaimers

11.1 'As is' / 'as available'. The Websites and Platform Services are provided on the "as is" and "as available" basis without warranty or condition of any kind, either express or implied, including, but not limited to, the implied terms of satisfactory quality, merchantability or fitness for a particular purpose.

11.2 No Warranty. We make no representation or warranty, nor accept any obligation to ensure that:

- a. the Websites and Services Materials will meet your requirements;



- b. the Websites and Services will be uninterrupted, timely, secure, or error-free;
- c. the results that may be obtained from the use of the Websites and Platform Services will be effective, accurate or reliable; and
- d. the quality of any Websites or Platform Services will meet your expectations.

11.3 Limitation of Disclaimers. To the extent applicable laws and regulations do not allow the exclusions and disclaimers of warranties as set forth above, some or all of such exclusions and disclaimers may not apply to you, in which case all warranties will be limited to the fullest extent permitted by applicable laws and regulations.

11.4 Survival. The disclaimers and exclusions set out in this Agreement survive any termination or expiration of your access to or use of the Websites and Platform Services and any termination or expiry of this Agreement.

12. Limitation of Liability

12.1 Subject to clause 12.2 (Exclusions), in no event shall UCI, UCOIN and /or its affiliates nor any person associated with UCI be liable for damages of any kind (including any direct, indirect, special, incidental, consequential, or punitive damages) arising out of or in connection with your access to, use of, or inability to use, the Website and Platform Services. In addition, neither UCI nor any person associated with UCI is liable for any errors, omissions, misstatements, or misrepresentations (whether express or implied) concerning any information on the Websites or Platform Services.

12.2 To the extent applicable laws and regulations do not allow the exclusions or limitations of liability as set out above, some or all of the above exclusions and limitations may not apply to you, in which case our liability to you will be limited to the fullest extent permitted by applicable laws and regulations. Nothing in this Agreement exclude or limit our liability for:

- a. death or personal injury arising from our negligence;
- b. fraudulent misrepresentation; or
- c. any other liability which may not lawfully be excluded or limited.

13. Indemnification

13.1 You shall indemnify, defend, and hold us, and our directors, officers, agents, representatives, co-branders or other partners, and employees, harmless from and against any claim, demand, suit, proceeding, cause of action, including all reasonable attorneys' fees and expenses, made by any third party or suffered or incurred by us or them as a result of, arising out of or in connection with:

- a. the User Content you submit, transmit, store or process through the Websites and Platforms Services;
- b. your conduct in connection with the Websites or Platform Services;
- c. your access to or use of the Websites and Services;
- d. your violation of this Agreement (inclusive of all terms relating to any Services); or
- e. your violation of any rights of another person or entity.



13.2 We reserve the right, at our own expense, to assume the exclusive defence, control or settlement of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences or settlements.

13.3 The obligations set forth in this section of this Agreement survive any termination or expiration of your access to or use of the Website and Services, and any termination or expiry of this Agreement.

14. Acceptable Use Policy

14.1 You must only use the Website and SPlatform Services for their stated or intended purpose and in accordance with this Agreement and all applicable laws and regulation.

14.2 You must not, and must not permit any person to:

- a. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others' use or enjoyment of the Websites and Platform Services;
- b. attempt to do anything that does or could interfere with, disrupt, negatively affect or inhibit other users from using the Website and Services or links on the Websites or that could damage, disable, overburden or impair the functioning of the Websites, Services or our servers or any networks connected to any of our servers in any manner;
- c. create a false identity for the purpose of misleading or deceiving us or others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorised user of the Websites or our representatives, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- d. mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- e. disguise the origin of any material transmitted via the Websites and Services (whether by forging message/packet headers or otherwise manipulating normal identification information);
- f. violate, infringe or misappropriate any intellectual property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- g. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- h. access any content, area or functionality of the Websites and Services that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Websites or Services;
- i. obtain unauthorised access to or interfere with the performance of the servers which host the Websites and Services or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- j. gain unauthorised access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- k. obtain any materials or information through any means not intentionally made available through the Websites and Platform Services;



- l. harvest or otherwise collect, whether aggregated or otherwise, data about others including email addresses and/or distribute or sell such data in any manner;
- m. use any part of the Websites and Platform Services other than for its intended purpose;
- n. use any automated means or form of scraping or extracting any data, content or information on the Websites and Platform Services unless it is expressly authorised by us;
- o. engage in any act that undermines or compromises the security and integrity of the computer, communication systems, networks, software application, or other computing devices used in connection with the Websites and Services;
- p. monitor traffic on the Websites and Platform Services, or permit anyone to do so;
- q. engage in or promote any activity that violates this Agreement; and
- r. attempt to do any of the foregoing.

15. No Financial Services Activities or Advice

15.1 UCI does not provide any investment, portfolio management, legal, accounting, tax or other advice, or advice on trading techniques, models, algorithms, or any other schemes.

15.2 The information and any materials contained in the Websites or Platform Services should not be considered as an offer or solicitation to buy or sell financial instruments, provide financial advice, create a trading platform, facilitate or take deposits or provide any other financial services of any kind in any jurisdiction.

16. Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, YOU RELEASE US AND OUR DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN USERS AND THE ACTS OR OMISSIONS OF THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542 WHICH PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY," AS WELL AS ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

17. Governing Law and Dispute Resolution

17.1 This Agreement and our relationship with you (including any dispute, controversy or claim arising out of or in connection with this Agreement (including the existence or formation of this Agreement)) are governed by the laws of the BVI.



17.2 The courts of US shall have exclusive jurisdiction in the event of any dispute between you and us that arise out of or in connection with your access or use of the Website and Platform Services.

18. Right of Modification

We reserve the right to amend this Agreement at any time. You will know if this Agreement have changed since the last time you reviewed it by checking the “Date of Last Update” section below or in the relevant terms of use for any Service. By continuing to use our Websites and Platform Services after changes have been posted, you are confirming that you have read, understood and agree to the latest version of this Agreement.

19. Termination

19.1 We may terminate this Agreement at any time without notice to you if we believe, in our sole discretion, that you have breached, or may breach, any term or condition of this Agreement, or for our convenience. Termination of this Agreement does not affect rights or liabilities, which may have accrued or become due prior to the date of termination or the coming into, or continuance in, force of any provision which is expressly or by implication intended to come into or continue to be in force on or after termination.

20. Rights in General.

20.1 We reserve the right, without notice and for any reason, to remove any materials from the Websites, correct any errors, inaccuracies, or omissions in any materials on the Websites, change or update any materials on the Websites. We may deny access to, or suspend or terminate use of, all or any part of the Website and Platform Services for any user(s) at any time and without prior notice, and we reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or Platform Services (or any part thereof) with or without notice, unless otherwise indicated in an express agreement between you and us. We are not liable to you or to any third party for any modification, suspension or discontinuance of the Websites or Platform Services.

21. Suspension.

21.1 We may suspend your use of the Websites and Platform Services at any time and for any reason, including if we have reason to believe that there is likely to be any breach of security, or misuse of the Websites or Platform Services, or if you breach any of your obligations under this Agreement or the Privacy Policy, or for no reason whatsoever.



22. Severability

22.1 In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable laws and regulations, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

23. No Waiver

23.1 The failure by us to exercise or enforce any right or provision of this Agreement does not constitute a waiver of our rights, at law or in equity, or a waiver of any other provisions or subsequent default by you in the performance or compliance with any of this Agreement.

24. Entire Agreement

24.1 This Agreement and any other policies or rules posted by us on the Websites constitute the entire agreement and understanding between you and us and govern your access and use of the Websites and Platform Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of this Agreement). Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.

25. Assignment

25.1 All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

26. Contact

If you have any questions or feedback about this Agreement, please contact us at:

Email:

info@ucoincurrency.io

Date of Last Update: June 2, 2020