

Niko Technologies OÜ
Terms of User Agreement
("Terms")

Your access and use of the Services constitutes your agreement to be bound by these Terms. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis as amended from time to time.

These Terms outline the terms and conditions under which NIKO TECHNOLOGIES OÜ, a company incorporated under the laws of Estonia, under register code 14511282, having its registered office at Harju maakond, Lasnamäe linnaosa, Lõdtsa 5, Tallinn, Estonia 11415 ("NT") will provide Services to the Customer. NT and Customer are individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

WHEREAS:

- A. NT is a Money Service Business (MSB) registered with the US Department of Treasury, FinCEN reg. number 31000170855625, and FINTRAC (Canada) reg. number M20200419. and operating through licences of acquiring partner-banks and is therefore entitled to provide the services.
- B. the Customer buys or sells cryptocurrencies choosing an option in the application.
- C. The Parties confirm that they have the authority and the capacity to enter into and give effect to this relationship and in particular, each Party agrees to perform their respective obligations as set out in these Terms.

THEREFORE, considering and confirming the aforementioned, the Parties have agreed as follows:

1. Rights and obligations of the Customer

- 1.1.** Customer hereby agrees to purchase or sell cryptocurrency via specifically issued for the customer bank account.
- 1.2.** Customer wishes that NT transfers the cryptocurrency or regular money to the designated wallet of the Customer which is issued in the application or bank account, specified by Customer.
- 1.3.** Customer undertakes to provide all necessary information that NT and NT's banking partners require in order to perform their Anti-money laundering (hereinafter AML) duties, including but not limited to: ask for live video KYC if limits require so, source/origin of funds (bank statement and any supporting document), email confirmation/phone call with support, selfie with five last digits of a wallet address.
- 1.4.** Customer acknowledges that NT has extensive AML compliance duties and is entitled to monitor any transactions, report transactions to the local regulator and perform AML and compliance checks using licensed 3rd party compliance providers as NT deems necessary.

- 1.5.** The Customer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition cryptocurrencies.
- 1.6.** Using third parties (wallets, trading platforms, etc.), Customer acknowledges that NT is not responsible for any services that Customer may receive from, or any action by, a third party with respect to any transfer of cryptocurrency or applicable fees (e.g. blockchain fee).

2. Risks

2.1. Customer is aware that:

- i. cryptocurrency exchanges carry special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, cryptocurrency is a unique type of currency, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of cryptocurrency in a crisis, or issue more currency.
- ii. Cryptocurrencies are a unique type of “fiat” currencies, backed by technology and trust. Cryptocurrencies are an as-yet autonomous and largely unregulated global system of currency firms and individuals. Traders put their trust in a digital decentralised and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

2.2. The Customer assumes full responsibility and risks with respect to the purchase of any number of cryptocurrencies and their use. The Customer hereunder expressly agrees that, to the extent permitted pursuant to applicable law, the Seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the cryptocurrencies.

2.3. There may be additional risks that NT has not foreseen or identified in this Agreement.

3. Representations and warranties of the Customer

3.1. Without limiting any other warranties in accordance with the Agreement, Customer represents and warrants that:

- i. the Customer is of legal age to enter a binding agreement;
- ii. the information provided in the application and the KYC Process is true, accurate, current and complete;
- iii. the services of NT shall not be used to perform criminal activity of any sort, including but not limited to money laundering, illegal gambling operations, terrorist financing, malicious hacking or any other criminal or illegal activity;
- iv. the Customer does not know or have any reason to suspect that the monies used to fund the purchase have been or will be derived from or related to any illegal activities, including but not limited to money laundering activities.

4. Indemnity

4.1. To the full extent permitted by the applicable law, Customer agrees to indemnify NT and its affiliates against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from Customer’s use of the service or from violation of Agreement.

5. Suspension and Cancellation & Refunds

- 5.1.** NT is entitled to divert the disbursement of funds and / or to suspend its services in the event of reasonable grounds, if the Customer fails to properly fulfil its obligations under the Agreement.
- 5.2.** Due to the nature of digital currency protocols, transactions cannot be canceled or altered once they are initiated. It also means Customers must be careful when they send funds, as transactions cannot be undone, outside of asking the recipient for a refund. All processed orders are final. Customer may cancel orders for any reason, only before the moment when cryptocurrency has been sent.
- 5.3.** Refunds are not possible for all transactions where Customer is purchasing crypto. However, in case the Customer changed his mind and would like to return purchased crypto NT would be able to buy it back based on the current market rate minus the service fee for the transaction. In other words, Customer may exchange purchased cryptocurrency for any existing Digital Currency or Payment Method (i.e. Credit Card payment or Bank Transfer). The reason for such Policy is the fact that the price of crypto changes constantly thus the value of purchased crypto at the moment of refund will be different. Please contact support@elegro.eu right away should any questions or doubts arise.

6. Confidentiality

- 6.1.** The Customer acknowledges and agrees that any information or data the Customer has acquired from or about NT or its affiliates, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into was received in confidence.
- 6.2.** The Customer hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of NT.

7. Severability

- 7.1.** If any provision of the Agreement shall be declared invalid, void, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity, voidable, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Agreement which shall continue in full force and effect and the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, unenforceable or illegal provision which as nearly as possible validly gives effect to their intentions as expressed in the Agreement.

8. Governing law and jurisdiction

- 8.1.** All matters arising from or in connection with this agreement and/or its appendices including, but without any limitation whatsoever, its interpretation, validity, existence or termination for any reason shall be determined in accordance with the laws of the Republic of Estonia, EU.
- 8.2.** The parties hereby consent and submit to the exclusive jurisdiction of the Estonian courts for the purpose of any action or other legal proceedings that any of them may institute with regard to any matters or claims of whatsoever nature arising out of or pursuant to this Agreement.