

## Terms of use

The rules for working with the site <https://microexchange.store> (hereinafter referred to as the Rules) are the equivalent of an oral agreement. At the moment the client uses any service offered by the <https://microexchange.store> service (hereinafter referred to as the Service), the Client is considered to be familiar with and agree to the Rules.

Terms and concepts In the Rules, terms and concepts are used in the following meanings:

**Service** - a web product that provides a list of services. Hereinafter referred to as "Service".

**Service operations** - transactions for the purchase / sale and exchange of digital assets, as well as other services mentioned in the Service.

**The Digital Asset System** (hereinafter referred to as the "System") is an automated system used by the Parties in order to fulfill their obligations to quantify the digital assets owned by the creditor and other System Users.

**Exchange operation** - transfer of digital assets for a certain amount of property rights in the amount of the established equivalent between the Client and the Contractor.

**Contractor** - administration of the Service.

**Client** - the User of the Service who has joined this agreement. Joining the agreement is the immediate beginning of the exchange operation on the Service.

**Application** - a set of data received from the Client using the software and hardware of the Service, which contains sufficient information about the exchange operation.

**Verification** is the provision of a set of documents to identify the client.

### 1. General provisions and terms

1. The subject of the Rules is the provision of services for the exchange of digital assets to the User by the Service.
2. The concept of "digital assets" should be understood as the right to claim a certain amount of digital assets without any monetary settlements in the amount of the established equivalent.
3. The Service means the exchange of digital assets for a cash equivalent by means of a cash or non-cash transfer of fiat funds and, conversely, the exchange of fiat funds for the equivalent of digital assets using the Website.
4. The Application is understood as a set of data received from the User of the Website using the software and hardware of the Website, which contains sufficient information about the exchange operation.
5. The User is understood as a visitor to the Website who wishes to use the Service, or who has submitted an Application for an exchange transaction.
6. The Contractor is understood as the administration of the Website, through which the User is provided with a service for the exchange of digital assets.
7. Applications for exchange operations are accepted exclusively with the help of the Website and are fixed by the software and hardware of the Website.
8. The exchange operation is understood as the transfer of digital assets for a certain amount of property rights, in the amount of the established equivalent, between the User and the Contractor.
9. The operation of the sale of digital assets should be understood as the transfer of the right to claim property rights in the amount of the established equivalent to the Client of the Service from the Contractor, expressed in conventional units of accounting for a digital asset, which the Client compensates by cash or non-cash transfer of funds to the account of the Contractor.
10. The operation of the purchase of digital assets should be understood as the transfer by the Client of the right to claim property rights in the amount of the established equivalent to the Contractor, expressed in conventional units of a digital asset, which the Contractor compensates by cash or non-cash transfer of funds to the Client's account.

## **2. Tariffs and order processing rules**

1. The current list of directions for exchange transactions, as well as the exchange rates for electronic title units, are published on the Website in the Tariffs section.
2. Tariffs for exchange transactions can be changed at any time without prior notice to Users, without changing the terms of exchange of previously placed orders.
3. The User places an Order through the Website. The time and data of the Order are automatically recorded by the software and hardware of the Website.
4. When placing an Order, the User undertakes to indicate in the Application reliable data about his identifier in the system of digital assets, in case of failure to comply with this requirement, the Order may be closed by the Contractor unilaterally.
5. Within 24 hours from the receipt of the Order, the Contractor confirms it by sending a notification to the User electronically, using the Website or otherwise, if the Order was received during business hours, otherwise the next business day.
6. After confirming the Order, the User, within 24 hours, transfers digital assets or fiat funds in full, according to the Order, to the details of the Contractor and exclusively in the manner specified in the Order.
7. Upon receipt of digital assets or fiat funds to the account of the Contractor, the Contractor during working hours (if the payment from the User was received on a weekend or holiday, then the transfer towards the User is carried out maximum on the first business day after receipt of funds) transfers funds to the User's account on in accordance with the Order and exclusively in the manner specified in the Order.
8. The order is considered completed i.e. one in which the User received digital assets or fiat funds in full in such cases: the transfer to digital assets was displayed in the transaction monitoring network and received 2-500 confirmation(s) (depending on the type of digital asset); The Contractor sent fiat funds to the User's personal account or in cash upon presentation of the User's identity document.
9. If the payment from the User, according to the Order, has not been received within 3 calendar days, the Order is considered closed and is not subject to processing.
10. The User can independently close the Order if the Order is confirmed but not completed using the Website at any time or inform the Contractor about his desire.
11. The Contractor has the right to refuse to provide the Services and return the funds if:
  1. the funds were credited to the account of the Contractor without confirmation of the Order;
  2. the amount of funds received to the account of the Contractor differs from the amount of payment in the Order;
  3. within 24 hours, the User has not provided the missing documents (if any) for making a payment by the Contractor to the User's account;
  4. the payment by the User was made incorrectly, with errors or without complying with the regulations;
  5. the purpose of the cashless payment was specified incorrectly (an example of the destination for a cashless payment is indicated on the website when placing an order);
  6. the digital asset owner's passport data does not match the bank account owner's data or passport data.
12. When returning funds, commission expenses are deducted from the funds received at the expense of the User.
13. The Contractor is not responsible for possible delays in the transfer or return of funds if the delays arose through no fault of the Contractor, as well as for any adverse consequences or damage resulting from an error in the User's details when placing an Order by the User.
14. If the client refuses to complete the transaction, a refund is made in full compliance with all points of the user agreement and the exchange regulations. In case of violation of any of the clauses of the user agreement or the exchange regulations, the service reserves the right to suspend the refund process until all non-compliance with the rules (conditions) of the exchange

office is eliminated. Upon compliance by the client with all the points of the user agreement and the exchange regulations, a refund is made within 24 hours.

15. Payment is accepted only in UAH from hryvnia cards of Ukrainian banks. When making a payment on an application from a currency card, the client undertakes to undergo card verification, since a refund to a currency card is not possible according to the legislation of Ukraine.
16. The Contractor has the right to suspend the execution of the application after receiving digital assets or fiat funds from the client in case of suspicion that the client is carrying out / planning to carry out any suspicious transactions. The Service may, at its sole discretion: refuse to provide access to the Services; request additional information confirming the legitimacy of the transaction, such as additional KYC verification, confirmation of the origin of funds and / or photo or video verification, etc.; block the User's access to his Account; terminate the User Agreement without prior notice to the User. The service reserves the right to freeze the client's funds for the period of the proceedings. If the client refuses to provide the requested information, the service reserves the right to refuse the return of digital assets and / or fiat funds.

### **3. Service provision**

1. The Contractor is not responsible and does not compensate for losses incurred due to improper use of the service, as well as due to errors made by the Client when filling out the order form, which may lead to the transfer of funds to erroneously specified details.
2. The completion of the exchange operation is the moment the Contractor transfers fiat funds to the Client's bank account or in cash.
3. The exchange operation is a one-time transaction. Return of the transferred funds after the completion of the exchange is not possible. If the Contractor cannot fulfill the agreement (no connection to the payment system server, other technical problems), the money will be returned to the Client within 72 hours after the Client's request and after the cause has been eliminated.
4. The Contractor has the right to refuse to provide services to the Client without giving reasons.
5. When making a payment for the purchase of a digital asset (cryptocurrency) from a bank card, the user of the resource is required to verify the bank card from which the payment for the cryptocurrency was made. Otherwise, the transaction will not be completed, and the money (fiat money) will be returned to the same card from which the payment was made, taking into account the collection of the payment system commission for sending funds. By buying cryptocurrency on the site "<https://microexchange.store>", the user agrees to the terms of verification of a bank card, and undertakes to provide all the necessary proof of payment, at the request of the site administration, if necessary.

### **4. Procedure for consideration of claims and disputes**

1. The User's claims regarding the operation of the Service are accepted by the Contractor for consideration by e-mail and no later than 3 working days from the date of the claim. The term for consideration of the User's claim is 10 working days.
2. Consideration of claims related to the operation of the service is carried out upon presentation by the User of the relevant financial documents confirming the payment and application data.

### **5. Privacy Policy**

1. The Service receives personal data from the Client when registering or placing an Application and fixes them in the database.
2. The Contractor has the right to request additional information about the personal data of the Client.

3. The Contractor, when conducting an exchange transaction, has the right to request an identity document in order to identify the Client.
4. The Client's personal data can be used by the Contractor solely for the purpose of ensuring the operation of the Service, and cannot be transferred to third parties, except as provided by the legislation of the country in which the operation is performed, international law.
5. The storage and use by the Service of personal data provided by the Clients fully complies with applicable international law. Personal data of Users is not provided to third parties, but is stored for more convenient communication between Clients and the Contractor in the process of using the service. By registering or placing an Order on the Service website, you agree to these terms.

## **6. Force majeure**

The Contractor is released from liability for full or partial failure to fulfill obligations under these Rules as a result of force majeure circumstances, namely: natural disasters, war or hostilities, damage or malfunction of communication lines, changes in legislation or others that do not depend on the Contractor, extraordinary and inevitable circumstances that took place beyond his will, and provided that these circumstances directly affected the work of the Service.