

# Terms and Conditions

*[Last updated on 14th of October 2020]*

Pool of Stake OÜ (hereinafter referred to as "the Company" or "PSK") is a company incorporated in the Republic of Estonia under the laws of the Republic of Estonia, and operates the website <http://poolofstake.io/> (hereinafter referred to as "this Website" or "the Website"), and specialises in the transaction of digital assets and the provision of related services (hereinafter referred to as "the Services".)

For the convenience of wording in this Terms and Conditions (hereinafter also referred to as "Agreement"), the Company and the Website are referred to as "we" or other applicable forms of plural first-person pronouns in this Agreement.

For the convenience of wording in this Agreement, each natural person or other entity who logs onto this Website shall be a User of this Website. The Users are also referred to as "you" or any other applicable forms of the second-person pronouns.

For the convenience of wording in this Agreement, you and we are collectively referred to as "both parties", and individually as "a party".

For the convenience of the Users, all content on this Website may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version, the English version of such content shall prevail.

These Terms and Conditions are for the benefit of PSK, its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

We hereby remind you that:

- The digital asset market is new and unconfirmed, and will not necessarily expand;
- Digital asset transactions are highly risky, due to the fact that they are traded throughout the day without limits on the rise or fall in price, and market makers and global government policies may cause major fluctuations in their prices.

Digital assets trading is highly risky and therefore not suitable for the vast majority of people. You acknowledge and understand that investment in digital assets may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. You acknowledge and understand that digital assets may generate derivative risks. Therefore, if you have any doubt, you are advised to seek assistance from a financial adviser first. Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the abovementioned risks before making any decisions on buying and selling digital assets; any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

You are hereby informed that:

1. All opinions, information, discussions, analyses, prices, advice and other information on this Website are general market reviews and do not constitute any investment advice. We do not bear any loss arising directly or indirectly from reliance on the above-mentioned information, including but not limited to, any loss of profits;
2. The content of this Website may be changed from time to time and at any time without notice, and we have taken reasonable measures to ensure the accuracy of the information on the Website; however, we do not guarantee the degree of such accuracy or bear any loss arising directly or indirectly from the information on this Website or from any delay or failure caused by failure to link up with the internet, transmit or receive any notice and information;
3. Using internet-based trading systems also involves risks, including but not limited to failures in the software, hardware or Internet links, etc. In view of the fact that we cannot control the reliability and availability of the Internet, we will not be responsible for any distortion, delay and link failure;
4. <http://poolofstake.io/> is the sole official external information release platform for this Website;
5. It is prohibited to use our Services to engage in any illegal transaction activities or illegitimate activities, such as (but not limited to) money laundering, gambling activities, fraud, terrorist activities, smuggling and commercial bribery. In the event that any suspected illegal transaction activities or illegitimate activities is uncovered, this Website will adopt all available measures, including but not limited to freezing the offender's account and notifying relevant authorities. In these circumstances, we will not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable;
6. It is prohibited to use this Website for the purpose of malicious manipulation of the market, improper transactions or any other illicit trading activities. Where any of such illicit trading activities are uncovered, this Website will adopt such preventive and protective measures as warning, restricting trading and closing accounts against any and all such malicious manipulation of prices, maliciously influencing the trading system and any other illicit behaviours; we do not assume any of the responsibilities arising therefrom and reserve the right to hold relevant persons accountable.

## **1. General Provisions**

- 1.1. Before using the services offered by us, you shall read these Terms and conditions carefully, and consult a professional lawyer if you have any doubt or as may be otherwise necessary. If you do not agree to these Terms and conditions and/or any change made thereto from time to time and at any time, please immediately stop using the services provided by us. Upon your using any service offered by us, it shall be deemed as having

understood and fully agreeing to these Terms and conditions, including any and all changes, modifications or alterations that we may make to this Terms and conditions from time to time and at any time.

- 1.2. After filling in the relevant information in accordance with the requirements of this Website, and going through other relevant procedures, you will successfully register yourself as a member of this Website; in the process of registration, if you click on the "I Agree", it shall be deemed that you have reached an agreement with us by way of electronic signature; or when you use this Website, you click on the "I Agree" button or a similar button, or if you use the Services offered by this Website in any of the ways allowed by this Website, it shall be deemed that you fully understand, agree to and accept all the contents of these Terms and conditions, and in this case, the absence of your handwritten signature will not affect the legally binding force that this Agreement may have on you.
- 1.3. You shall be liable for all activities and events carried out through your account.
- 1.4. Upon registering yourself as a member of this Website and using any of the Services and functions offered by this Website, it shall be deemed that you have read, understood these Terms and conditions, and:
  - 1.4.1. Accepted to be bound by all terms and conditions of this Agreement;
  - 1.4.2. You confirm that you have attained the age of 18 or another statutory age for entering into contracts as is required by a different applicable law, and your registration with this Website, purchase or sale via this Website, release information on this Website and other behaviours indicating your acceptance of the Services offered by this Website shall comply with the relevant laws and regulations of the sovereign state or region that has jurisdiction over you, and you confirm that you have sufficient capacity to accept these terms and conditions, enter into transactions and to use this Website for digital asset transactions;
  - 1.4.3. You undertake that all your digital assets involved in transactions hereunder are legally acquired and owned by you;
  - 1.4.4. You agree to undertake any and all liabilities for your own transaction and non-transaction activities as well as any and all profits and losses therefrom;
  - 1.4.5. You confirm that the information provided at the time of registration is true and accurate;
  - 1.4.6. You agree to comply with any and all relevant laws, including the reporting of any transaction profits for tax purposes;

- 1.4.7. You agree to always refrain from engaging in or participating in any act or activity that damages the interests of this Website or the Company, whether or not in connection with the Services provided by this Website; and
- 1.4.8. This Agreement is only binding on the rights and obligations between you and us and does not involve legal relations and legal disputes arising from and relating to the transaction of digital assets between the users of this Website and between other websites and you.

## **2. Amendment of this Agreement**

- 2.1. We reserve the right to amend this Agreement from time to time and disclose such amendment by way of announcement on the Website without sending a separate notice to you on your rights. The date when the amendment is made will be indicated on the top of the amended agreement. The amended agreement will take effect immediately upon announcement on the Website. You shall browse this Website from time to time and follow the information on the time and content of amendments, if any, made to this Agreement.
- 2.2. If you do not agree with the amendments, you shall stop using the Services offered by this Website immediately. If you continue to use the Services offered by this Website, it shall be deemed that you accept and agree to be bound by the amended agreement.

## **3. Registration**

- 3.1. You confirm and promise that you shall be a natural person, legal person or other organisation with the ability to accept these Terms and conditions and the ability to use the Services of this Website, as is provided by applicable laws, when you complete the registration process or when you use the Services offered by this Website in any other manner as is otherwise permitted by this Website.
- 3.2. Upon using our Services, it shall be deemed that you yourself or your authorised agent agrees to the content of these Terms and conditions and your authorised agent will register with this Website and use the Services offered by this Website on your behalf. If you are not a natural person, legal person or organisation with the abovementioned ability, you and your authorised agent shall bear all the consequences of that, and we reserve the right to cancel or permanently freeze your account and to hold you and your authorised agent accountable.
- 3.3. You confirm and promise that you do not register with this Website for the purpose of violating any of the applicable laws or regulations.

- 3.4. You agree to provide a valid email address and/or a mobile phone number and/or other information in accordance with the requirements on the user registration page of this Website. Where it is necessary and in accordance with the requirements of applicable laws and regulations of relevant jurisdictions, you shall provide your real name, identity card and other information required by applicable laws, regulations, our Anti-Money Laundering and Enforcement of International Sanctions policies, and constantly update your registration data so that they will be timely, detailed and accurate as is required. All of the original typed data will be referenced as registration information. You shall be responsible for the authenticity, integrity and accuracy of such information and bear any direct or indirect loss and adverse consequences arising out of it.
- 3.5. If any of the applicable laws, regulations, rules, orders and other regulatory documents of the sovereign country or region in which you are based requires that mobile phone accounts must be based on real names, you hereby confirm that the mobile phone number you provide for registration purposes has gone through the real-name registration procedure. If you cannot provide such a mobile phone number as is required, any direct or indirect losses and adverse consequences arising therefrom and affecting you shall be borne by you.
- 3.6. You agree to receive emails and/or short messages sent by this Website related to the management and operation thereof.

#### **4. Know Your Customer**

- 4.1. In order to comply with applicable law and regulation, we conduct checks and apply procedures on you to prevent and contrast money laundering and terrorist financing (and any transaction or activity that facilitates money laundering and terrorist financing) and foster the enforcement of international sanctions, as described in detail in our relevant policies.
- 4.2. By using our services, you acknowledge you have examined the policies mentioned in the sub-clause above and familiarised with their content, and undertake to provide us with all documents and/or information requested by us to conduct the checks and apply the procedures referred to in the sub-clause above.
- 4.3. In the event that you fail to comply with our requests of documents and/or information or if we suspect that the documents are counterfeit or the information is misleading or deceitful, we reserve the right to terminate your right to use our services and/or freeze your account and/or report the circumstances to the relevant authorities (both in Estonia and abroad.)

- 4.4. You agree that PSK, its employees and representatives shall not be liable for damages arising from the performance of its obligations, as set out in this clause, and that PSK shall not indemnify you in such circumstances.
- 4.5. We reserve the right to reject applications received from users who reside in and/or are citizens of and/or whose registered address is located in some jurisdictions.
- 4.6. Under our relevant policies, we reserve the right to apply enhanced due diligence measures on users who reside in and/or are citizens of and/or whose registered address is located in some high-risk and non-cooperative jurisdictions with strategic AML/CTF deficiencies.
- 4.7. Inter alia, we do not provide services to citizens and residents of the United States America. With reference to this provision:
  - 4.7.1. We apply the U.S. Foreign Account Tax Compliance Act (FATCA)'s definition of 'US Citizen' and therefore we consider an 'US Citizen': (i) an individual born in the United States; (ii) an individual who has a parent who is a US Citizen; (iii) a former alien who has been naturalised as a US Citizen; (iv) an individual born in Puerto Rico or Guam, or the US Virgin Islands; and
  - 4.7.2. We apply the U.S. Foreign Account Tax Compliance Act (FATCA)'s definition of 'US Person' and therefore we consider a 'US Person': (i) a Citizen or resident of the United States; (ii) a domestic partnership (partnership organised in the US or the District of Columbia); (iii) a domestic corporation (corporation incorporated in the US or the District of Columbia); (iv) any estate other than a foreign estate or foreign trust; (v) a person that meets the substantial presence test; (vi) a person that has signatory authority on a US financial account; (vii) any trust if a court within the United States is able to exercise primary supervision over the administration of it and one or more US Persons have the authority to control all its substantial decisions; (viii) the US Government, a US State or the District of Columbia (including any agency, instrumentally or political subdivision thereof).
- 4.8. With reference to the sub-clause above, we consider and take into account the following criteria: (i) a US place of birth; (ii) the identification of the User as a US Citizen or resident or person; (iii) a current US residence or mailing address, including a US PO box; (iv) a current US landline or mobile telephone number; (v) standing instructions to pay amounts from a non-US account to an account maintained in the US; (vi) a current power of attorney or signatory authority granted to a person with a US address; (vii) a US "in-care-of" or "hold mail" address that is the sole User's address; (viii) any non-US Person who shares a joint account with a US Person or

otherwise allows a US Person to have signatory authority on such account;  
(ix) any business or not-for-profit organisation that allows a US use of virtual currency.

- 4.9. With reference to the sub-clauses from 4.7 to 4.8 above, you shall immediately notify us should you become a US Citizen or US Person within the period of using our Services.

## **5. Services**

- 5.1. Through our website and our mobile applications, we provide a variety of services. The services, their updates, enhancements, new features are subject to these Terms and Conditions.
- 5.2. Pool of Stake creates and manages a pool for Proof of Stake coins and operates in all types of Proof of Stake blockchains/smart contract platforms or blockchains or blockchains with a delegated mechanism. In doing so, Pool of Stake intends to increase the profits for coin holders, by enabling a trusted environment to pool funds together.
- 5.3. Among other services, we might provide you with software platforms to accept, store, transfer and exchange virtual currencies. Your registration to our platforms does not imply the opening of an account with us.
- 5.4. If we provide it to you, our wallet is a virtual currency wallet that enables you to receive, store, send, and exchange virtual currencies. You can store different virtual currencies in our wallet.
- 5.5. We reserve the right to add or remove any virtual currency from the list of virtual currencies supported by our platforms.
- 5.6. You accept and understand that our wallet is not a bank account and virtual currencies stored in your wallet will not earn any interest. You accept and understand that we are not a credit institution, and we do not receive money from the public for the purposes of depositing or to receive repayable funds in any other manner. You acknowledge and accept that any token automatically deposited on your wallet(s) is not deemed to be a deposit interest.
- 5.7. You accept and understand that transfers from your wallet(s) might be addressed to a wallet not hosted or controlled by us.
- 5.8. The settlement process is based on blockchains operated by a decentralised network of independent third parties. Therefore, you acknowledge, agree and accept that a transaction on our platforms may not be completed, or might be substantially delayed by the network.

- 5.9. You may transfer to your wallet any virtual currency that is supported for transfer and storage by our platforms. You accept and acknowledge that a transfer of any virtual currency that is not supported by us may result in a permanent loss of such virtual currency.
- 5.10. Your deposits will be accepted via virtual currency transfer, bank transfers or any other methods acceptable by us from time to time.
- 5.11. We will not accept assets from anonymous or third parties' accounts.
- 5.12. You have the right to withdraw your funds at any time in accordance with the withdrawal procedures accepted and approved by us. You accept and understand that, for security reasons, we reserve the right to postpone the execution of your withdrawal request up to 72 (seventy-two) hours, to which the time needed for confirmation by the Blockchain of the concerning virtual asset must be added. You must have sufficient funds to cover any applicable withdrawal fees.
- 5.13. You are responsible to verify the address you want to transfer virtual currency to. You acknowledge that we shall not be responsible if the recipient's address is incorrect, improperly formatted, in any other way erroneous or is intended for a different type of virtual currency.
- 5.14. We reserve the right to set limits on the amounts of virtual or fiat currency that you are allowed to withdraw and/or deposit on a daily, weekly, monthly or yearly basis.
- 5.15. If fiat currency transfers are accepted by us, we shall process your request to transfer fiat currency only if such funds are received from a bank account opened under your sole name. Further, we shall not be responsible for any fees which might be applied by your bank/financial institution or credit card issuer.
- 5.16. In accordance with our relevant policies and procedures, you may be requested to provide additional information and documents in order to deposit or withdraw funds.
- 5.17. You agree to pay the transaction fees (if applicable) completed via our platforms, according to the fee schedule approved by us. You authorise us to automatically deduct such transaction fees from your balance.
- 5.18. In the event of technical issues experienced while performing transactions through our platforms, you may contact our Customer Care Team via the designated email address, or any other communication channel provided by us from time to time.

- 5.19. You shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for the use of our platforms.

## **6. Risks associated with virtual currencies**

- 6.1. You consider and acknowledge that the use of virtual currencies and blockchain and blockchain-based systems exposes you to high risks associated with (but not limited to):
- 6.1.1. Price volatility. You hereby accept and understand that we do not guarantee the market liquidity of virtual currencies. This might cause difficulties in buying, selling or trading virtual currencies. You acknowledge and confirm you shall not hold us or any of our representatives and affiliates liable for any losses or damages arising from the price volatility of virtual currencies;
  - 6.1.2. Operational errors. You accept and understand that you may never receive virtual currency or lose the entire amount paid for virtual currency as a result of technical interruptions and operational errors;
  - 6.1.3. Regulatory framework. You acknowledge and understand that we shall not be liable for any losses or damages, whether direct or indirect, caused by changes in regulatory and/or compliance requirements of the applicable virtual currency law and regulation;
  - 6.1.4. Loss or theft. You acknowledge and understand that we shall not be liable for any losses or damages, whether direct or indirect, caused by a security breach, an error you may make or any technological failure.
- 6.2. You acknowledge and understand that the risks related to the use of virtual currencies, blockchain and blockchain-based systems might result in loss of virtual currencies, decrease in or loss of all value for virtual currencies, inability to access or transfer virtual currencies, inability to trade virtual currencies and other financial losses. You hereby agree and confirm that we shall not be responsible and liable for such risks.

## **7. Non-refund Policy**

- 7.1. Transactions related to buying, selling, transferring, and exchanging of virtual currencies are final and non-refundable. As such, we are unable to

reverse or refund any virtual currency transactions or payments, unless otherwise decided by us at our sole discretion.

- 7.2. Without prejudice to sub-clause above, we shall not process your claims without supporting documentation as definite evidence. Our Customer Care Team members will review your request, verify the details, investigate and take the appropriate action. You will be reimbursed only if our Customer Care Team is able to verify and confirm that the loss occurred due to a circumstance that is due to an error of ours. You shall send a reimbursement request within 3 (three) days from the date when the loss occurred. Any reimbursement requests submitted after the 3-day period will not be reviewed or considered.
- 7.3. You agree that fiat to crypto exchange transactions are irreversible and may not be cancelled or refunded.

## **8. User's conduct**

- 8.1. When requested, you shall provide us with current, complete, accurate, genuine and truthful documents and information.
- 8.2. You shall use our services for lawful purposes only.
- 8.3. You shall not use our services in any way that may lead to the encouragement, procurement, or carrying out of any criminal or otherwise unlawful activity.
- 8.4. Any User's conduct that, at our sole discretion, restricts or inhibits any other User from using our services will not be permitted.
- 8.5. You are fully responsible for maintaining the confidentiality of your password(s), private keys, account and wallets. You are entirely responsible for any and all activities that occur under your account. You shall notify us immediately of any unauthorised use of your account or any other security breach. We will not be liable for any loss incurred by you as a result of someone else using your account, either with or without your knowledge. You could be held liable for losses incurred by us or any other party due to someone else using your account.
- 8.6. You are responsible to determine which taxes (if any) apply to the transactions you make on our platforms. It is your sole responsibility to collect, report and remit the correct tax to the relevant tax authority.

- 8.7. Under no circumstances, we shall be liable for any loss or damage caused by your reliance on information obtained through our platforms. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through our platforms. You should seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

## **9. Rights and Obligations of this Website**

- 9.1. If you do not have the registration qualifications agreed on in this Agreement, this Website shall have the right to refuse to allow you to register; if you have already registered, this Website shall have the right to revoke your account, and this Website reserves the right to hold you or your authorised agent accountable. Furthermore, this Website reserves the right to decide whether to accept your application for registration under any other circumstances.
- 9.2. When this Website finds out that the user of an account is not the initial registrant of that account, it shall have the right to suspend or terminate the user's access to that Account.
- 9.3. When by means of technical testing or manual sampling, among others, this Website reasonably suspects that the information you provide is wrong, untrue, invalid or incomplete, this Website shall have the right to notify you to correct or update the information or suspend or terminate its supply of the Services to you.
- 9.4. This Website shall have the right to correct any information displayed on this Website when it uncovers any obvious error in such information.
- 9.5. This Website shall take necessary technical means and management measures to ensure the normal operation of this Website, and shall provide a necessary and reliable trading environment and transaction services, and shall maintain the order of digital assets trading.
- 9.6. This Website shall notify you in advance of the foreseeable security risks in your account.
- 9.7. This Website shall have the right to, in accordance with the applicable laws, administrative regulations, rules, orders and other regulatory documents of the sovereign country or region where you are based, request to you for more information or data, and to take reasonable measures to meet the requirements of the local standards, and you have the obligation to provide proper assistance to such measures.
- 9.8. This Website shall have the right to immediately suspend or terminate your account or virtual currency wallet if: (i) you violate these Terms and Conditions; (ii) you utilise our services for illegal, unlawful or fraudulent purposes; (iii) you utilise our services for purposes that we, at our own

discretion, suspect be illegal, unlawful or fraudulent; (iv) such suspension or termination is necessary, at our own discretion, to protect us, our client or our systems; (v) such suspension or termination is requested by a supervision body, a court order, a public body or by any law or regulation.

- 9.9. In the event of termination, your funds may be frozen pending a decision by the appropriate authority and all applicable charges and fees will be automatically deducted from your balance.
- 9.10. This Website shall have the right to suspend or permanently terminate your access to this Website as well as part or all of the Services offered by this Website.
- 9.11. We may, at any time and in our sole discretion, refuse any transaction submitted by you, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice. For example, we may limit the number of open orders that you may establish via the Services or we may restrict trades from certain locations.
- 9.12. We reserve the right to transfer or assign these Terms and Conditions to a third party at any time and to change any of our third-party service providers without notice to you.
- 9.13. We reserve the right at all times to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our sole discretion.

## **10. Service Fee**

- 10.1. We have the right to set user service charges according to the appropriate rules. We also have the right to formulate and adjust the service fee and set specific service charges to the user to use Services.
- 10.2. Unless otherwise stated or agreed, you agree that we have the right to deduct the above-mentioned Service Fees directly from the assets of your account.
- 10.3. If you fail to pay in full or on time, we reserve the right to interrupt, suspend or terminate your account.

## **11. Indemnity**

- 11.1. Under any circumstance, our liability for your direct damage will not exceed the total cost incurred by you during one (1) month of use of Services offered by this Website.
- 11.2. Shall you breach this Agreement or any applicable law or administrative regulation, you shall pay to us no less than EUR 2,000,000 (two million) in compensation and bear all the expenses in connection with such breach

(including solicitor's fees, among others). If such compensation cannot cover the actual loss, you shall make up for the difference.

## **12. Software available on the website**

- 12.1. Unless otherwise provided, any software that is made available to download is the copyrighted work of PSK and/or its affiliates. The use of such software is governed by the terms of the end-user license agreement, if any, which accompanies or is included with the software.
- 12.2. Any reproduction or redistribution of the software not in accordance with the license agreement is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum possible extent.
- 12.3. Without prejudice to the sub-clauses from 12.1 to 12.3 above, copying or reproduction of the software to any other server or location for further reproduction or redistribution is prohibited, unless such reproduction or redistribution is expressly permitted by such software's license agreement. The software is warranted, if at all, only according to the license agreement. Except as possibly warranted in the license agreement, PSK disclaims all warranties and conditions with regard to the software, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.
- 12.4. For your convenience, we may make available as part of our services or in our software products, tools and utilities for use and/or download. We do not make any assurances with regard to the accuracy of the results or output that derives from the use of any such tools and utilities.

## **13. The Right to Injunctive Relief**

Both you and we acknowledge that common law remedies for breach of an agreement or a possible breach of contract may be insufficient to cover all the losses that we sustain. Therefore, in the event of a breach of contract or a possible breach of contract, the non-breaching party shall have the right to seek injunctive relief as well as all other remedies that are permitted under common law or equity.

## **14. Limitation and Exemption of Liability**

- 14.1. You understand and agree that under no circumstance we shall be held liable for any of the following events (each of the items that follows is independent of the others): loss of income; loss of transaction profits or contractual losses; loss of disruption of the business; loss of expected currency losses; loss of information; loss of opportunity, damage to goodwill or reputation; damage or loss of data; cost of purchasing

alternative products or Services; any indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us, and regardless of whether or not we are notified in advance of the possibility of such loss or damage.

- 14.2. You understand and agree that we shall not be held liable for any damages caused by any of the following events:
  - 14.2.1. Where we are reasonably justified in believing that your specific transactions may involve any serious violation or breach of law or agreement;
  - 14.2.2. Where we are reasonably justified in believing that your conduct on this Website is suspected of being illegal or immoral;
  - 14.2.3. The expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the Services offered by this Website;
  - 14.2.4. Your misunderstanding of the Services offered by this us;
  - 14.2.5. Any other losses related to the Services provided by this Website, which cannot be attributed to us.
- 14.3. Where we fail to provide the Services or delay in providing such Services due to information network equipment maintenance, information network connectivity failures, errors in computer, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by government, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide Services or delay in providing Services, or for the resultant loss you may sustain as a result of such failure or delay.
- 14.4. We cannot guarantee that all the information, programs, texts, etc. contained in this Website are completely safe, free from the interference and destruction by any malicious programs such as viruses, trojans, etc. and hacker attacks, therefore, your log-into this Website or use of any Services offered by this Website, download of any program, information and data from this Website and your use thereof are your personal decisions and therefore you shall bear the any and all risks and losses that may possibly arise.

- 14.5. We do not make any warranties and commitments in connection with any of the information, products and business of any third party websites linked to this Website, as well as any other contents that do not belong to us; your use any of the Services, information, and products provided by a third party website is your personal decision and therefore you shall assume any and all the responsibilities arising therefrom.
- 14.6. We do not make any explicit or implicit warranties regarding your use of the Services offered by this Website, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the Services provided by this Website. Furthermore, we do not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information covered by the Services offered by this Website. Whether to log in this Website or use the Services provided by this Website is your personal decision and therefore you shall bear all the risks and possible losses arising from such a decision. We do not make any explicit or implicit warranties in connection with the market, value and price of digital assets; you understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision and therefore you shall assume any and all risks and losses that may possible arise therefrom.
- 14.7. The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that we make in connection with the Services provided by us under this Agreement and through this Website and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and statements represent only our own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.
- 14.8. We have the right to adjust our Service Fees and other expenses according to market conditions, and to terminate any promotional activities in advance.
- 14.9. For all notices sent to Users, we will deliver them through official page announcements, in-site letters, e-mail, customer service calls, cell phone short messages, Telegram messages or regular letters. We shall not be liable for any activities or information obtained through other channels such as winning prizes or preferences.

- 14.10. We do not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages.
- 14.11. Upon the registration of your account with this Website, it shall be deemed that you approve any and all operations performed by us in accordance with the rules set forth in this Agreement, and any and all risks arising from such operations shall be assumed by you.

## 15. Data Protection

We respect and comply with the EU General Data Protection Regulations (GDPR.) Some of the key ways we comply with these regulations are:

- **Consent.** We explain what you're consenting to and ask that you explicitly consent to contact from us;
- **Breach Notification.** In the event of a breach, we will notify affected users within 72 hours of first having become aware of the breach;
- **Right to Access.** You can request confirmation as to whether or not personal data concerning you is being processed, where and for what purpose. Further, we shall provide a copy of the personal data, free of charge, in an electronic format;
- **Right to be Forgotten.** Once we have compared your rights to "the public interest in the availability of the data", we may delete your personal data where you have requested this;
- **Data Portability.** We allow you to receive the personal data concerning you, which we will provide in a 'commonly used and machine-readable format' and you have the right to transmit that data to another 'controller';
- **Privacy by Design.** We implement appropriate technical and organisational measures, in an effective way, in order to meet the requirements of this piece of regulation and protect your rights accordingly. We hold and process only the data absolutely necessary for the completion of our duties (under the 'data minimisation' principle), as well as limiting the access to personal data to those needing to act out the processing.

## 16. Termination of Agreement

- 16.1. This Website shall have the right to discontinue or terminate the Services provided to you at our discretion or in case you breach this Agreement and cancel your account with this Website in accordance with this Agreement, and this Agreement shall be terminated on the date of the cancellation of your account.
- 16.2. After the termination of this Agreement, you do not have the right to require this Website to continue to provide you with any Services or perform any other obligation, including, but not limited to, requesting this Website to keep or disclose to you any information in your former original

account, or to forward to you or any third party any information therein that is not read or sent.

- 16.3. The termination of this Agreement shall not prevent the observant party from demanding the breaching party to assume other liabilities.

## **17. Intellectual Property**

- 17.1. All intellectual achievements included in this Website, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) shall be owned by this Website. You may not copy, modify, copy, transmit, sell, license, issue, participate in the transfer or creating derivative works to use any of the foregoing materials or content for commercial purposes.
- 17.2. If any, all rights contained in the name of this Website (including but not limited to business goodwill and trademarks, logos) shall be owned by the Company.
- 17.3. Upon accepting this Agreement, it shall be deemed that you, on the basis of your own free will, have transferred and assigned exclusively and free of charge to this Website all copyright of any form of information that you publish on this Website, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and this Website shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. This Agreement shall apply to any content that is published by you on this Website and is protected by copyright law, regardless of whether the content is generated before or after the signing of this Agreement.
- 17.4. You shall not illegally use or dispose of the intellectual property rights of this Website or any other person during your use of the Services offered by this Website. For any information that you publish on this Website, you may not publish or authorize other websites (or media) to use such information in any manner whatsoever.
- 17.5. Your log in to this Website or use of any of the Services offered by this Website shall not be deemed as our transfer of any intellectual property to you.
- 17.6. We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding

our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of PSK. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy.

- 17.7. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## **18. Other Provisions**

- 18.1. Nothing in this Agreement shall be deemed to have created, implied or otherwise treated us as your agent, trustee or another representative unless it is provided otherwise in this Agreement.
- 18.2. Our or your waiver of the right to hold the other party liable for breaches of agreement or any other liability as is agreed upon in this Agreement shall not be construed or deemed as a waiver of the right to hold the other party for other breaches of contract; a failure to exercise any right or remedy shall not be construed in any way as a waiver of such right or remedy.
- 18.3. Transfer the rights and obligations agreed in this Agreement shall be equally binding on the assignees, the heirs, executors and administrators of the parties hereto who benefit from the rights and obligations. Without our consent, you may not transfer to any third party any of your rights or obligations hereunder, provided, however, we may, at any time, assign our rights and obligations under this Agreement to any third party with thirty (30) days' notice to you.
- 18.4. We make no representation about the suitability of the information and related graphics contained in our website. All such information and related graphics are provided "as is", without warranty of any kind. We disclaim all warranties and conditions with regard to such information and related graphics, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.

- 18.5. All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the terms and conditions of this Agreement.

## **19. Applicable Law**

- 19.1. This Agreement in its entirety is a contract concluded under the laws of the Republic of Estonia, and relevant laws of the Republic of Estonia shall apply to its establishment, interpretation, content and enforcement. Any claims or actions arising out of or relating to the Services agreed in this Agreement shall be governed and interpreted and enforced in accordance with the laws of the Republic of Estonia. For the avoidance of doubt, this Clause shall be expressly applicable to any tort claim against us.
- 19.2. You unconditionally agree that any disputes arising from this clause or in connection with this Services shall be settled through friendly consultation between the two parties. If the negotiations fail, the two parties agree to submit the disputes to the Court of Tallinn, Estonia.

## **20. Entry into Force, Interpretation and Severability**

- 20.1. This Agreement shall enter into force when you click through the registration page of this Website, complete the registration procedures, obtain your account number and password of this Website, and shall be binding on you and this Website.
- 20.2. If any provision of this Agreement is found unenforceable, invalid or illegal by any court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected.

## **21. Contacts and complaints**

If you would like to contact us regarding these Terms and Conditions, please email us at [legal@poolofstake.io](mailto:legal@poolofstake.io). We shall respond to you within 7 business days. You agree that your feedback may be used to improve and/or modify our website and services without any limitation or obligation to pay.

# Privacy policy

*[Last updated on 20<sup>th</sup> February 2020]*

## **1. What do we do with your information?**

If you choose to provide us with your personal information, we will store that information for 6 months and only use it for the purpose of contacting you in relation to that enquiry.

When you browse our site, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing: With your explicit permission, we may send you emails about our products and other updates.

## **2. Consent**

### ***How do you get my consent?***

When you provide us with personal information we ask you to explicitly consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent or provide you with an opportunity to say no.

### ***How do I withdraw my consent?***

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at any time, by contacting us at [legal@poolofstake.io](mailto:legal@poolofstake.io) or by post at Männimäe/1, 74626 Tallinn, Estonia.

## **3. Disclosure**

We may disclose your personal information if we are required by law to do so.

## **4. Data storage**

Your data is stored through our data storage and databases. We store your data on a secure server behind a firewall.

## **5. Third-party services & links**

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

When you click on links on our site, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

## **6. Security**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your personal information, the information is encrypted using secure socket layer technology (SSL) and stored with industry-standard encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we implement generally accepted industry standards.

## **7. Cookies**

We use Google Analytics to measure how our site is used by visitors and to generate reports for our own use. Google Analytics does not collect any personally identifiable information about you. You can choose if you want to opt-out of Google Analytics' cookies or not—Opt-out by altering your web browser's settings to reject cookies.

## **8. Changes to this privacy policy**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

## **Questions and contact information**

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Team at [legal@poolofstake.io](mailto:legal@poolofstake.io) or by post at Männimäe/1, 74626 Tallinn, Estonia.