



**LESCOVEX**



**Terms and Conditions of Use**

Please read carefully the following terms and conditions of use, as its contents may directly affect your rights and obligations in this contract, including those relating to the resolution of any dispute that may arise between the parties and to the waiving of the right to trial by jury or to participate in class actions (SECTION 18 and 19).

If you do not agree with any of the terms and conditions indicated below, refrain from accessing or making use of the services offered by **LESCOVEX, S.R.L.** (hereinafter **Lescovex**). From the moment you click on an "I Agree" button or check box presented with these terms, access or otherwise use any of the services offered by Lescovex through any means and, in particular, from the website [www.lescovex.com](http://www.lescovex.com), you accept and expressly agree to comply with all the terms and conditions incorporated herein. If you have any questions about the operation of the following Terms and Conditions of Use, please contact us through [legal@lescovex.com](mailto:legal@lescovex.com).

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## 1.ACCEPTANCE OF TERMS OF USE

These terms and conditions and any terms expressly incorporated herein (hereinafter "**Terms**", "**Agreement**" or "**Conditions**") are deemed as the agreement entered between you ("**User**", "**Customer**", "**Member**" or "**You**") and **Lescovex, S.R.L.** (hereinafter "**Lescovex**", "**Us**" or "**We**"), and are applied to any access to or use of any of the services ("**Services**") provided by **Lescovex** by either the website [www.lescovex.com](http://www.lescovex.com) (hereinafter "**Website**" or "**Site**") or any mobile application or otherwise.

By clicking on an "**I agree**" button or check box shown together with these terms or by accessing or otherwise using any of the Services, you expressly acknowledge and accept to be bound by these terms and therefore to comply with them.

**Lescovex, S.R.L.**, is a Romanian company duly incorporated under B-3457082 and having its registered address in Sat Hinchirîș, Comuna Lazuri de Beiuș, Nr. 126A, Judet Bihor.

## 2.ELIGIBILITY

By accessing and using our Services you represent and warrant that you: (a) are at least 18 years old; (b) have legal capacity to enter into this agreement and to be bound to its content; (c) have not been previously suspended or removed from using our Services; (d) are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List and its equivalents; (e) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with the terms herein.

If you are registering to use the Services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (b) you are duly authorized by such legal entity to act on its behalf; (c) you assume all the responsibility originated by the inaccuracy of the foregoing statements.

**Lescovex** may not make the Services available in all markets and jurisdictions and may restrict or deny its services to certain countries or jurisdictions. You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use any Services while located in any such jurisdiction.

## 3.ACCOUNT

### A) Creation of a Lescovex account

In order to access or use the services provided by **Lescovex**, you must create and maintain a **LESCOVEX** account. All the information related to the operations carried out by you via the Services will be stored in this account. Within each account, there will be a **Lescovex** wallet where Users will store their FIAT money (which must be used within 60 days following its deposit) and/or Digital Assets or Tokens (included within this

category are cryptocurrencies, utilities and any other Tokens supported by **Lescovex**), by generating different addresses for each Digital Asset or Token.

The creation of an account in **Lescovex** requires following-up with a registration process in which information and documentation about you will be asked for and obtained by you filling out a KYC form (information such as email address, first and last names, postal address, bank statement or other receipts to authenticate your postal address, password, etc.). Moreover, we will conduct a video identification and audio recording in order to interview you in real time, so as to verify your identity and the information and documentation provided earlier, pursuant to the FINMA Circular 2016/7 "Video and Online Identification".

The information and documentation provided must be real, complete, accurate and updated, and must be kept up-to-date all the time while you are a user of the services provided by **Lescovex**, so that it complies with the requirements of authenticity and certainty. The customer is responsible for keeping all his/her information updated as well as for all the consequences that might arise in case of failing to do so.

You expressly authorize **Lescovex** to verify your identity using the data provided by you, provided by third parties, or which appear in official records or are obtained by any other means deemed appropriate for the correct compliance with the applicable regulations, especially those related to the Prevention of Money Laundering, Countering the Financing of Terrorism and Fraud Prevention policies.

## B) Identity verification

**Lescovex** will verify your identity using the identity verification procedure, which consists of two different parts. All the information and documentation collected will be checked against official lists enacted by various institutions, such as the Romanian Federal Department of Finance and the UN Security Council, as well as those obtained from the agreements between **Lescovex** and any other financial intermediary. The foregoing is to verify that you are not involved in any unlawful activities nor considered to be a politically exposed person (PEP).

During the first step of the aforementioned identity verification, called the KYC form, you will be required to provide your personal information including, but not limited to, your name and surname, address, telephone number, email, date of birth, nationality, ID/Passport number, occupation, incomes, a photograph of your ID/Passport, an authorised copy of any bill and/or bank statement to justify the information provided.

Once you have filled out the KYC form and provided all the documentation required, you will have to go through a video identification procedure, which consists of three different steps: (1) KYC Questionnaire; (2) Photo confirmation; (3) ID/Passport confirmation. In order to fulfil these steps you will have to firstly give us your express permission to conduct the video identification and audio recording needed and, secondly, to verify your telephone number by introducing the code previously sent to you in the corresponding form. Please note that if you do not give us your consent to conduct this process, you will not be able to fully verify your identity and, therefore, you will not be able to become a **Lescovex** member.

The foregoing notwithstanding, you hereby authorize **Lescovex**, directly or through a third party, to make any inquiries **Lescovex** considers necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (i.e., your name, address or date of birth);

(b) query account information associated with your linked bank account (i.e., name or account balance); and  
(c) take action **Lescovex** reasonably deems necessary based on the results of such inquiries and reports.

You further authorize any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests. **Lescovex** will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Digital Assets or Tokens or execute Trades, as a result of any identity verification or other screening procedures.

Please bear in mind that **Lescovex** reserves the right to reject your application as a customer without providing any justification.

## C) Use and security of a Lescovex account

The number of **Lescovex** accounts that each user can hold, maintain and acquire is limited to one. We advise you to create a strong password to protect your account. In addition, we also require you to use a two-factor authenticator so as to ensure the protection of the use of and access to your **Lescovex** account. You and only you will be responsible for the use, maintenance and custody of your account, authentication system and passwords that give access to it.

Any person who enters a valid username and password or complies with the requested authentication forms will be, in the terms described in this contract, duly authorized to use the services through the corresponding account.

**Lescovex** will not be held responsible or liable for consequences caused in the event that you become a victim of phishing, lose your password or provide it to third parties, nor for any other negligence in relation to access to and use of your account.

In case you suspect that the security of your account has been compromised, you will have to contact our support staff by sending an email to [support@lescovex.com](mailto:support@lescovex.com), so that we can take reasonable steps to protect your account and ensure its inviolability.

## D) Lescovex Account Funds/Deposit

In order to use our services and, therefore, engage in a Trade, firstly you must transfer either FIAT money or Tokens to your **Lescovex** Account. **Lescovex** may impose some limits on the amounts that users will be able to deposit in FIAT or Tokens on a daily or monthly basis. **Lescovex** also reserves the right to verify at its own discretion the source when the amount deposited is over CHF 5.000,00.

The FIAT money you send from your bank account ("**External Bank Account**") to **Lescovex** will be stored in our **Exchange Bank Account** ("**Lescovex Bank Account**").

You must use the FIAT money sent to your **Lescovex** Account to execute a Trade on our platform within the following 60 days. After this period, **Lescovex** may, at its own discretion, refund the FIAT money to the User's Bank account ("**External Bank Account**") from where it was sent.

As for the Tokens, you must transfer to your **Lescovex** Account only Digital Assets or Tokens that are supported by the Services. As mentioned before, within each **Lescovex** account users can generate one address per Token or Digital Asset that they want to transfer from another account, wallet or address not hosted or controlled by **Lescovex** ("External Account").

**Lescovex** may require you to verify your control over an External Bank Account and/or External Account or to comply with other verification or screening requirements prior to enabling transfers between the applicable External Bank Account and/or External Account ("Approved External Account") and your **Lescovex** Wallet or vice versa.

You may periodically, and at your discretion, transfer from an Approved External Account to your **Lescovex** Wallet any Digital Assets or Tokens that are supported for transfer and storage using the Services. If you transfer to your **Lescovex** Wallet any Tokens that are not supported by the Services, these Digital Assets or Tokens may be permanently lost.

## E) Guarantee of FIAT Deposits

Due to the FINMA Circular 2008/3 about Public Deposits at non-banks, **Lescovex** is allowed to accept deposits in FIAT money up to a maximum of CHF 1 million. **Lescovex** may accept an overall higher total than this amount provided that users use them to execute a trade during the following 60 days.

Please note that **Lescovex** is not subject to the Romanian Financial Markets Supervision Authority (hereinafter "FINMA"), and so the custodial activity carried out by **Lescovex** is not object of the deposit protection guarantee accorded by the Romanian Banking Act.

## F) Withdrawal

You can withdraw your FIAT or Tokens stored in the **Lescovex** Wallet and place them in your External Bank Account or External Account, respectively. You must have enough FIAT money and Tokens to pay the fees (further information in Section 5) charged by **Lescovex** to complete this transaction. Additionally, there may be limits on the amounts that users will be able to withdraw in either FIAT or Tokens on a daily or monthly basis.

As a matter of fact, you hereby authorize **Lescovex** to use your **Lescovex** Wallet to send the amount of FIAT money and/or Digital Assets or Tokens specified by you using the Services to any External Bank Account or External Account specified by you using the Services.

**Lescovex** is not able to reverse any transfers and will not have any responsibility or liability if you have instructed **Lescovex** to send Digital Assets or Tokens to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Digital Asset or Token.

## G) General terms applicable to any transfer carried out via the services

You will be the only one responsible for: (a) paying all fees charged by any third-party service provider associated with any External Bank Account or External Account as well as for paying any fees charged by **Lescovex** for any transfers (Deposit or Withdrawal); (b) ensuring that any inbound and outbound transfers are handled in compliance with **Lescovex** requirements, third-party service provider requirements or Digital Asset or Token requirements; (c) ensuring that the addresses to which any Digital Assets or Tokens are to be transferred are properly formatted and suitable for the type of Digital Assets or Tokens being transferred; and (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services.

In the event that you fail to comply with any requirements of this subsection, the transferred Digital Assets or Tokens may be permanently lost.

The timing for completing a transfer will depend on third-party actions that are outside the control of **Lescovex**. **Lescovex** makes no guarantee with regards to the amount of time it may take to complete any of the transfers. **Lescovex** may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer FIAT money and/or Digital Assets or Tokens into or out of your **Lescovex** Wallet in order to comply with applicable laws or regulations, an order from law enforcement or any other governmental authority, or otherwise at **Lescovex**'s discretion.

## 4.EXCHANGE AND ORDERS

**Lescovex** does not purchase, sell or **exchange** any Digital Asset on its behalf. The Services provided are only to trade Digital Assets or Tokens to FIAT money or vice versa, or to trade Digital Assets or Tokens to another Digital Assets or Tokens.

### A) Orders, Trades and Fees

An **order** can be defined as an instruction entered in the **Exchange** platform to materialize a Trade.

A **Trade** can be defined as the **exchange** of FIAT money with Digital Assets or Tokens or vice versa, or the **exchange** of Digital Assets or Tokens with other Digital Assets or Tokens, made between you and another user of the Services.

In order to engage in a Trade, you must initiate an order in the **Exchange Platform** ("**Platform**"), either to sell or to buy Digital Assets or Tokens. Thereafter, you have to introduce the amount and type of Digital Assets or Tokens you desire to sell or buy and the price. Once you have accepted the terms of the order and released it, the order will be uploaded onto the corresponding order book in order to be matched with another user's order. The order can be fully or partially matched. In the latter case, the rest of the order will remain open in an order book until it is fully executed or cancelled. For the purposes of Trade execution, you authorize **Lescovex** to take temporary control of the Digital Assets or Tokens that you are using in the Trade.

Upon execution of a Trade, your **Lescovex** Account will be updated to reflect that the Order has either been

closed due to having been fully executed or updated to reflect any partial fulfilment of the Order. Either way, you will get a confirmation of the trade execution, both within your **Lescovex** account as well as on the actual Platform. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of the trade in question.

When you place a new order via the Services, you expressly authorize **Lescovex** to execute a Trade in accordance with this order on a spot basis and to charge you any applicable fees as described in the following section. To this purpose, you expressly authorize **Lescovex** to deduct any such fees from your **Lescovex** Wallet.

## B) Independent Relationship

You expressly acknowledge and agree that: (i) **Lescovex** is not acting as your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to you in connection with any Trades or other decisions or activities; (ii) no communication or information provided to you by **Lescovex** is intended as, or shall be considered or constructed as, advice.

## C) Cancellations

You will only be able to cancel an order via the Services before **Lescovex** matches the order with the one sent by other users. Once the order has been executed, you will not be able to change, withdraw or cancel your authorisation to **Lescovex** to complete the transaction. If the order has been partially executed, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched, and **Lescovex** reserves the right to refuse any cancellation requests associated with a market order after you have submitted the order.

## D) Insufficient Funds

If you have an insufficient amount of Funds in your **Lescovex** Wallet to complete an order via the Services, we may cancel the entire order or we may fulfil a partial order using the amount of Funds available in your **Lescovex** Wallet, after deducting any fees payable to **Lescovex** in connection with the Trade executed, pursuant to the Fees Schedule described below.

## 5.FEES

You expressly agree to pay **Lescovex** the fees ("**Fees**") for any trade completed via our Services, pursuant to the Fees set out in the following link: [exchange.lescovex.com/fees](https://exchange.lescovex.com/fees) ("**Fees Schedule**"). Please be aware that the Fees Schedule can be changed and updated at any time and at our sole discretion, although we may inform you about these changes and updates via email. These changes and updates will be effective and therefore will be applied to the Services as of the effective date indicated on the posting of the revised Fees Schedule.

To that effect, you expressly authorize us, or our designated payment processor, to charge or deduct from your **Lescovex** Wallet any applicable Fees owed to us in connection with the Transactions (trades, withdrawals or deposits) you have made via the Services.

Apart from the aforesaid fees, your External Bank Account or External Account may impose fees in connection with your use of your designated External Bank Account or External Account via the Services. Any fees imposed by your External Bank Account or External Account provider will not be reproduced within the transactions screens containing information regarding applicable Fees. You alone are responsible for paying any fees imposed by an External Bank Account or External Account provider.

## 6. GENERAL SERVICE TERMS

### A) Conditions and Restrictions

At any time and at its sole discretion, **Lescovex** may refuse any transfer request, Order or other transaction request submitted via the Services, and may impose or change the limits on the amounts of transfers or Trades that can be completed on a daily or other periodic basis, or impose any other conditions or restrictions upon your use of the Services, all without prior notice.

For example, **Lescovex** may: (a) limit the number of open Orders that you can establish via the Services; (b) restrict transaction requests from certain locations; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, money laundering or financing of terrorism, diminished capacity, inappropriate activity, or if **Lescovex** receives reasonable notice that your ownership of some or all of the Tokens in your **Lescovex** Account is in dispute.

### B) Accuracy of Information

You must provide all the information required by any screen displayed within the Services. You represent and warrant that all the information you provide via the Services is accurate and complete.

### C) Support for Tokens

**Lescovex** reserves the right, at its sole discretion, to determine whether to support a transfer, storage or trading of any Token using the Services and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, **Lescovex** will make reasonable efforts to notify you of its decision to cease supporting a Token. If **Lescovex** ceases to support the transfer or storage of a particular Digital Asset or Token using the Services, **Lescovex** will use commercially reasonable efforts to notify you with at least 15 days prior notice, either by email or by posting a warning or notice on the website, so that you may have the opportunity to transfer the affected Digital Asset or Token from your **Lescovex** Wallet to an External Account. If you do not transfer the affected Digital Asset or Token out of your **Lescovex** Wallet prior to cessation of support for the Digital Asset or Token by **Lescovex**, the aforesaid Digital Asset may be lost due to your inability to access, transfer or otherwise control the Token. **Lescovex** will not be liable for any losses, liability or expenses related to its decision to cease support for a Token.

## D) Compliance with Laws and Taxes

You expressly acknowledge and agree that you are the only one responsible for complying with all applicable laws related to your trading activities and use of the Services, such as report obligations, payment of all applicable taxes, etc. You and only you are responsible for making sure that taxes which apply to the Trades, and any other transactions you complete via the Services, are reported correctly to the appropriate tax authority.

You expressly acknowledge and agree that **Lescovex** does not have any responsibilities regarding determining whether or not taxes apply to your Trades or collecting, reporting, withholding or remitting any taxes arisen from any Trades.

## E) AML and CFT Compliance

**Lescovex** has drawn up a Manual for the Prevention of Money Laundering and for Countering the Financing of Terrorism (AML Manual), which complies with the Romanian Anti-Money Laundering Regulations. This manual contains the procedure whereby **Lescovex** identifies its customers and prevents the use of the Services for any unlawful activities. This AML Manual may be updated from time to time, including the procedures that **Lescovex** uses to verify its customers' identities.

Additionally, **Lescovex** is a member of the VQF Self-Regulatory Organisation, which oversees the compliance of its members with all the Anti-Money Laundering and Countering the Financing of Terrorism Regulations.

For further information, please check our AML Manual: <https://www.lescovex.com/legal/aml-cft.pdf>

## F) Error Correction Attempts

**Lescovex** may, at its discretion, attempt to correct, reverse or cancel any Order, Trade or transfer with regards to which **Lescovex** has discovered that there was an error committed by you, **Lescovex** or a third party. You hereby authorize **Lescovex** to attempt any such correction, reversal or cancellation described in the preceding sentence. **Lescovex** provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

## G) Property Disputes

If **Lescovex** is informed that any Tokens held in your **Lescovex** Wallet are alleged to have been stolen or not lawfully acquired by you, **Lescovex** may, although there is no obligation to do so, place an administrative hold on the affected Digital Assets or Tokens or on your **Lescovex** Wallet. If **Lescovex** does place an administrative hold on some or all of your Digital Assets or Tokens, **Lescovex** may perpetuate this hold until the dispute has been resolved and evidence of the resolution acceptable to **Lescovex** has been provided in a form acceptable to us. We will not get involved in any such dispute or the resolution of the dispute. You agree that **Lescovex** will have no liability or responsibility for any such hold, or for your inability to withdraw Tokens or execute Trades during the period of any such hold.

## H) Unclaimed Property

If after a reasonable period of inactivity of your **Lescovex** Account (one year) you do not respond to our attempts to contact you using information that you have provided, **Lescovex** may report any Digital Asset or Token in your **Lescovex** Wallet to the applicable governmental entity as unclaimed property after deducting fees payable to **Lescovex**.

## I) Derivative Protocols

Unless **Lescovex** notifies you or makes a public statement to the contrary, **Lescovex** does not support Derivative Protocols and you should not use your **Lescovex** Account to attempt to transfer, store, trade or engage in any other type of transaction involving a Derivative Protocol. **Lescovex** will have no responsibility or liability with respect to any Derivative Protocol.

## J) Unacceptable Use or Conduct

You expressly acknowledge and agree that you will never:

- Violate any law, regulation, contract, intellectual property or other third-party rights, or commit a tort while using the Services;
- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- Use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by Lescovex to access the Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content-filtering techniques **Lescovex** employs, or attempt to access any service or area of the Services that you are not authorized to access;
- Introduce into the Services any malware, virus, Trojan worms, logic bombs, or other harmful material;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information;
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

## 7. MODIFICATION OF THESE TERMS

**Lescovex** reserves the right to modify, add or remove parts of these Terms at any time and at its sole discretion. Any change introduced into these terms will be notified to you by sending you an email, as well as posting at the top of these terms the date of the last update. When such a notification occurs, if you continue accessing or using our Services, it will be deemed that you have accepted and agreed to the changes introduced and that all the subsequent uses of the Services will be subjected to the amended Terms.

Please, if you review the changes and you do not agree to any modification introduced, you must stop using the Services and, therefore, delete your **Lescovex** Account.

**Lescovex** encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to and use of the Services.

## 8. RISK DISCLOSURE

### A) Trading Risks

Trading cryptocurrencies, cryptographic tokens and any other digital rights or assets, as well as the use of **Lescovex's** services, are all activities which involve significant risks and potential losses. You expressly acknowledge and agree that you shall access and use the Services at your own risk and that you will only trade with the amount of FIAT money or Digital Assets or Tokens that you can afford to lose, in accordance with your financial resources. Additionally, you expressly acknowledge and accept that the use of the Services involves various risks, including but not limited to the following:

1. The features, functions, characteristics, operation, use and other properties of any Digital Asset or Token ("Digital Asset or Token Properties") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("Underlying Technology") used to administer, create, issue, transfer, cancel, use or transact in any Digital Asset or Token may be complex, technical or difficult to understand or evaluate.
2. Any Digital Asset or Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Digital Asset or Token or its Underlying Technology ("**Attacks**"), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology.
3. Any Digital Asset, Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a "fork" or "rollback" of a Digital Asset or Token or blockchain.
4. Any Digital Asset or Token may be cancelled, lost or double spent, or otherwise lose all or most of its value, due to forks, rollbacks, Attacks, changes to the Digital Asset or Token Properties or failure of the Digital Asset or Token to operate as intended.
5. **Lescovex** may suspend or cease to support the transfer, storage or trading of any Digital Asset or Token at any time at **Lescovex's** discretion. Other **exchanges** and service providers may do the same.

6. **Lescovex** may not support metacoins, colored coins or other Digital Assets or Tokens, or their related sidechains or other Underlying Technology that are based on a fork, enhancement, or derivative of a different Token or Underlying Technology ("Derivative Protocols") even if the Derivative Protocol is based on a Digital Asset or Token that is supported by **Lescovex**. Other exchanges or service providers may do the same.
7. **Lescovex** may suspend or reject your transaction requests, suspend or cease support for Digital Assets or Tokens, or suspend or terminate your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authorities, for reasons other than the ones specified in these Terms, or otherwise at **Lescovex's** discretion.
8. You may be unable to withdraw Digital Assets or Tokens prior to **Lescovex** ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in your **Lescovex** Account.
9. Any Digital Asset or Token may decrease in value or lose all of its value due to various factors including the discovery of wrongful conduct, market manipulation, changes to Digital Assets or Token Properties or regarding the perceived value of Digital Assets or Token Properties, Attacks, suspension or cessation of support for a Digital Asset or Token by **Lescovex** or other exchanges or service providers, and other factors outside the control of **Lescovex**.
10. Any Digital Asset or Token may decrease in value or lose all of its value due to legislative or regulatory activity, or other government action. Government regulation of Digital Assets or Tokens is unsettled and rapidly evolving.
11. Any Digital Asset or Token may be lost if sent to the wrong address (for example but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Digital Asset or Token).
12. You may be prevented from sending a transaction request, or your transaction request or email may not be received by **Lescovex** or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues).
13. Your transaction request or email to **Lescovex** or the Services may be lost, intercepted or altered during transmission.
14. Unauthorized third parties may access or use your **Lescovex** Account and effect transactions without your knowledge or authorization, whether by obtaining the password to your **Lescovex** Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your account, or by other methods.

**ALL OF THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET PAIR TRADING AND DIGITAL ASSET AND FIAT MONEY PAIR TRADING. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE TRADES.**

## B) Internet Risks

You expressly acknowledge and agree that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You expressly acknowledge and agree that **Lescovex** shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services.

## C) Disclosure

The risks described in this Section may result in losses, decrease in or loss of all value for Digital Assets or Tokens, inability to access or transfer Digital Assets or Tokens, inability to trade Digital Assets or Tokens, inability to receive financial benefits available to other Digital Assets or Token holders, and other financial losses for you. You hereby assume such risks and agree that **Lescovex** will have no responsibility or liability for them.

You hereby irrevocably and expressly waive, release and discharge any and all claims, whether known or unknown to you, against **Lescovex**, its Affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Assets or Tokens that you decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Asset or Token or trade. You accept the risk of trading Digital Assets or Tokens by using the Services, and are responsible for conducting your own independent analysis of the risks specific to the Digital Assets or Tokens and the Services. You should not acquire or trade any Digital Assets or Tokens unless you have sufficient financial resources and can afford to lose the FIAT money invested and all value of the Digital Assets or Tokens.

**Lescovex's** decision to support transfer, storage or trading of any particular Digital Asset or Token via the Services does not indicate **Lescovex's** approval or disapproval of the Digital Asset or Token or the integrity, security or operation of the Digital Asset or Token or its Underlying Technology. The risks associated with Digital Assets or Tokens and trading Digital Assets or Tokens apply notwithstanding **Lescovex's** decision to support a particular Token. **Lescovex** does not provide trading advice, does not have any fiduciary duty to you or any other user and does not make any warranty about the suitability of any Digital Asset or Token for trading or ownership by you.

## 9.PRIVACY POLICY

Everything related to the way we collect, use and share your information can be found at the following link: [https://exchange.lescovex.com/privacy\\_policy.pdf](https://exchange.lescovex.com/privacy_policy.pdf).

## 10.CHANGES, SUSPENSION AND TERMINATION OF OUR SERVICES

### A) Changes to Services

**Lescovex** reserves its right to, at its discretion and without any liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any of the Services.

## B) Suspension or Termination of Services

Likewise, **Lescovex** may, at its discretion and without liability to you, with or without prior notice and at any time, temporarily suspend or permanently terminate your access to all or a portion of any Services.

Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Members for any reason, including without limitation: (1) attempts to gain unauthorised access to the Site or another Member's account or providing assistance to others attempting to do so, (2) overcoming software security features which limit use of or protect any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) a failure to pay or a fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies.

## C) No Liability

You expressly acknowledge and agree that **Lescovex** will not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services. Whether and when Services resume, you acknowledge that Digital Assets or Tokens valuations and **exchange** rates may differ significantly from the valuations and rates prior to such an event.

## D) Effect of Termination

In the event of discontinuation of all Services or other termination of your right to access all Services: (a) all amounts payable by you to **Lescovex** will immediately become due; (b) **Lescovex** may delete or deactivate your **Lescovex** Account and all related information and files in the account, without liability to you; and (c) **Lescovex** may cancel any open Orders or other transaction requests that are pending at the time of discontinuation or termination.

In the event of a discontinuation or termination of all Services or a discontinuation or termination of transfer or storage Services for all or some Digital Assets or Tokens, **Lescovex** will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or any other governmental authority, to provide you with a period of 90 days to remove the affected Tokens from your **Lescovex** Wallet.

# 11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY

## A) Copyrights and intellectual property

All the copyrights and other intellectual property rights on all content and other material contained on the Site or provided in connection with the services, including, without limitation, the **Lescovex** logo and all the designs, text, graphics, software, pictures, data, information, sound files, or any other files ("**Lescovex** Material") are owned exclusively by **Lescovex**.

You may use **Lescovex** Material solely as authorized by **Lescovex**, in connection with your use of the Services, for as long as **Lescovex** permits you to continue to access the Services. To that effect, we hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the **Lescovex** Material for your personal or internal business use. This license is subject to these Terms and does not permit you to: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or **Lescovex** Material or use the Site, Services or **Lescovex** Material in any service bureau environment; (b) modify or create derivative works of the Site, Services or **Lescovex** Material, or any portion thereof; (c) frame, display or incorporate the Site, Services or **Lescovex** Material in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or **Lescovex** Material; (e) use the Site, Services or **Lescovex** Material to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or **Lescovex** Material for any commercial or non-commercial purpose other than their intended purposes determined at **Lescovex's** discretion.

The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

## B) Trademarks

The "**Lescovex**" brand, any product or service names, logos, designs, and other marks used on the Site or in **Lescovex** Material or otherwise in connection with the Services are trademarks owned by **Lescovex**. You may not use, copy or imitate them without **Lescovex's** prior written consent..

## C) Feedback

**Lescovex** shall own exclusive rights, including intellectual property rights, to any feedback, suggestions, ideas or other information or material regarding **Lescovex** or our Services that you provide, whether by email, posting via the Services or otherwise ("Feedback"). You hereby assign to **Lescovex** all the rights, titles and interests regarding the Feedback as well as all the associated intellectual property. We will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyright or moral rights).

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. 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.

## D) User Content

You hereby grant to **Lescovex** a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to **Lescovex** using the Services or submit or post to the Site and that is not Feedback owned by **Lescovex** ("**User Content**"). You represent and warrant that: (a) you own the User Content or have the right

to grant the rights and licenses in these Terms, and (b) the User Content and use by **Lescovex** of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. **Lescovex** may remove any User Content from the Site for any reason at **Lescovex's** discretion.

## 12. ELECTRONIC NOTIFICATIONS

### A) Consent to electronic delivery

You expressly agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that **Lescovex** provides in connection with these Terms, your **Lescovex** Account and/or any of **Lescovex's** Services.

You expressly agree that **Lescovex** may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS, whatsapp or any other type of text message to a mobile phone number you have provided. Your carrier's normal fees, messaging, data, and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact our Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by filing a support request at [support@lescovex.com](mailto:support@lescovex.com).

### B) Requesting Paper Copies

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support [support@lescovex.com](mailto:support@lescovex.com). In order for us to send paper copies to you, you must have a current street address on file with **Lescovex**. Please note that **Lescovex** operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that **Lescovex** may charge you a processing fee for each page of Communication requested.

### C) Updating Contact Information

It is your responsibility to keep your email address and/or mobile phone number on file with **Lescovex** up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, **Lescovex** will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add **Lescovex** to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your **Lescovex** Account. If your email address or mobile phone number becomes invalid such

that electronic Communications sent to you by **Lescovex** are returned, we may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

## 13. THIRD-PARTY CONTENT

In using our Services, you may see content provided by third parties, including links to web pages of parties such as, including but not limited to, Facebook and Twitter. We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## 14. DISCLAIMER OF WARRANTIES

To the maximum extent permitted under applicable law and except as expressly provided to the contrary by us in writing, the site, the Services, **Lescovex** material and any product, service or other item provided by or on behalf of **Lescovex** are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement as to our services, including the information, content and material contained therein, or warranties arising from the course of performance, course of dealing or usage in trade.

Without limiting the foregoing, **Lescovex** does not represent or warrant that the site, the services or **Lescovex** material are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

You expressly acknowledge that the information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including, but not limited to, software failures, viruses or other harmful material, protocol changes by third-party providers, internet outages, force majeure events or other disasters including third-party DDOS Attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You alone are responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

## 15.DISCLAIMER OF DAMAGES

In no event will **Lescovex**, its affiliates and/or subsidiaries and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages from loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the site, the services, **Lescovex** material, any performance or non-performance of the services, or any other product or other item provided by or on behalf of **Lescovex**, whether under contract, statute, strict liability or any other theory (including, in order to avoid doubt, any negligence by **Lescovex**), even if **Lescovex** has been advised of the possibility of such damages.

## 16.LIMITATION OF LIABILITY

**A)** Except as otherwise required by law, in no event shall **Lescovex**, its affiliates and/or subsidiaries and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including, but not limited to, negligence) or otherwise, arising out of or in any way connected to the use of or inability to use the Site, the Services, **Lescovex** Material, any performance or non-performance of the services or any other product, service or other item provided by or on behalf of **Lescovex**.

In some jurisdictions, the exclusion of certain warranties or the exclusion or limitation of liability for incidental or consequential damages is not allowed. Accordingly, some of the limitations of this section may not apply to you.

**B)** To the extent permitted by applicable law, in no event shall the liability of **Lescovex**, its affiliates and/or subsidiaries and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with the site, the services, **Lescovex** material, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of **Lescovex**, whether under contract, statute, strict liability or other theory (including, in order to avoid doubt, any negligence by **Lescovex**), exceed the amount of the fees paid by you to **Lescovex** under these Terms in the twelve-month (12 months) period immediately preceding the event giving rise to the claim for liability.

## 17.INDEMNIFICATION

You expressly acknowledge and agree to defend, indemnify and hold harmless **Lescovex**, its affiliates and/or subsidiaries, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of

or relating to (i) your use of, or conduct in connection with, our Services; (ii) any Feedback or User Content you provide; (iii) your violation of these Terms; or (iv) your violation of any applicable law or the rights of any other person or entity.

If you are obligated to indemnify us or any other of the aforementioned, we shall have the right, at our sole discretion, to control any action or proceeding and determine whether we wish to settle it and, if so, on what terms.

## 18. GOVERNING LAW AND JURISDICTION

Both parties, you and **Lescovex**, expressly acknowledge and agree that the Romanian laws will be applicable for the interpretation, fulfilment and execution of this contract. At the same time, both parties also agree that any litigation, controversy or claim arising from this contract or relating to this contract, including its breach, resolution or nullity, will be resolved through arbitration in accordance with Romanian Rules of International Arbitration of the Arbitration Institution of the Romanian Chambers in force on the date on which the notice of the Arbitration was submitted in accordance with it.

Both parties expressly renounce to resolve their disputes in any other court or arbitration institution, which may correspond to them by ministry of the law, jurisdiction, residence, or due to any other cause.

## 19. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE IT WILL BE OF COMPULSORY APPLICATION TO ANY CONFLICT THAT MAY ARISE FROM THESE TERMS BETWEEN YOU (ALWAYS CONSIDERED INDIVIDUALLY OR COLLECTIVELY) AND **Lescovex**.

You and **Lescovex** expressly agree, by common consent and without reservation, to resolve always to individual and binding arbitration any dispute or claim that may arise in relation to this contract or the use of the services provided by **Lescovex**, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

Accordingly, you and **Lescovex** waive to resolve any dispute arising between both parties through a court, tribunal or Jury Trial, or through class arbitration, class action or any other type of representative proceeding.

If for any reason a claim must be heard before a Court rather than through arbitration, both parties waive any right they may have to have a jury trial when applicable under applicable law. If the Law of any jurisdiction or country or a Court prevents the application of the limitation contemplated herein for a claim, in this case, this and only this claim must be resolved before a Court. **Lescovex** may appeal the decision of the latter if appropriate according to the applicable law. The remaining claims will continue to be resolved through arbitration.

You and **Lescovex** agree that the procedure to be followed in case of any of the disputes aforementioned, will be as follows:

1. The terms of the dispute will be notified to the other party in writing within 30 natural days following the day it arises. **Lescovex** will send its notification directly to the electronic mail that you have given to it during your registration process or later updating your data. As for you, you will send your notification to the email: [legal@lescovex.com](mailto:legal@lescovex.com).
2. Prior to any demand of arbitration, both parties shall attempt to reach an informal resolution. For that purpose, after receiving the notification of the terms of the dispute, the party receiving the notification shall reply in writing to the other party through the means indicated in the previous paragraph and within the term of 15 natural days following the reception of the former, indicating its position on the matter and making a proposal for the resolution of the dispute. If the other party agrees, the conflict will be resolved in accordance to the terms agreed up.
3. If the party that had initiated the dispute does not agree with the reasons and solutions alleged by the other party, it may ask within a period of 10 natural days from when it was reliably notified, and through the means mentioned in section 1, to initiate a telematics or even face-to-face meeting with the aim of resolving the dispute. At this meeting, which must be held within 15 days, if it is telematics, or 30 days, if it is face-to-face, after receipt of the request, you can attend on your own or duly represented, in which case you must inform **Lescovex** in the same notification of the meeting request about the person who is going to represent you, to whom you should have provided the corresponding power of attorney. If after the meeting no agreement has been reached, the parties will be entitled to demand arbitration following the procedures established for that purpose by the Romanian Arbitration Rules, expressly waiving to resolve the dispute through a court, tribunal or Jury Trial, or through a class arbitration, class action or any other type of representative proceeding.
4. The arbitration will take place before the Arbitration Court of the Chamber of Commerce, Industry and Services of Romania and before a single arbitrator appointed by mutual agreement between the parties or, failing that, by the Arbitral Court, except if the complexity (when both parties or the Romanian Arbitration Court deem it appropriate) or amount of the dispute require that it is resolved before the Arbitral Tribunal, which, in that case, shall be composed of three arbitrators, who shall also be appointed by mutual agreement of the parties or, failing that, by the Arbitration Court. The arbitration will be completely confidential and will take place in Spanish or English, being the decision adopted binding for both parties, and its compliance demandable before any Court.
5. As stated above, any dispute between the parties will be governed by this contract and Romanian laws. You and **Lescovex** undertake not to initiate against the other a class action, class arbitration or any other type of representative proceeding, expressly waiving in this agreement the exercise of this right.
6. Both parties agree that the party filing the claim will pay the filing fee and the parties will split the remaining fees and costs.

## 20.MISCELLANEOUS

A) Entire Agreement; Order of Precedence: These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with **Lescovex** for the Services or for any other **Lescovex** product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with **Lescovex**, these Terms will control unless the

other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

B) Waiver: **Lescovex's** failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

C) Force Majeure: **Lescovex** will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of **Lescovex**, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond **Lescovex's** reasonable control.

D) Severability: The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

E) Assignment: You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. **Lescovex** may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

F) Remedies: If you violate any of these Terms, **Lescovex** may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your account, or confiscate Tokens owned by you without any prior notice to you. **Lescovex** shall in no event be responsible or liable for any damage incurred by the User as a result of an action taken by **Lescovex** pursuant to this paragraph. Any right or remedy of **Lescovex** set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

G) Headings: Headings of sections are for convenience only and shall not be used to limit or construe such sections.

H) **Lescovex** affiliates or contractors: The Site and/or any Services may be operated or provided by **Lescovex**, its affiliates or any other **Lescovex** Contractors. To the extent that an affiliate of **Lescovex** or contractor of **Lescovex** is operating or providing any Services, the affiliate or contractor's provision of the Service will be under submitted to these Terms substituting the affiliate or contractor's name wherever **Lescovex's** name appears in these Terms.

I) Survival: The following sections shall survive any termination or expiration of these terms, as well as the termination of user access to the Services: (2) Eligibility; (3) Account; (8) Risk Disclosure; (5) Fees; (6) Unclaimed Property; (11) Copyrights and other Intellectual property; (13) Third Party Content; (14) Disclaimer Warranties; (15) Disclaimer Damages; (16) Limitation of Liability; (17) Indemnification; (18) Governing Law and Jurisdiction; (19) Dispute resolutions; (20) Miscellaneous.

## 21.CONTACT

For further information regarding the Site, the Services or these Terms, please contact us by sending an email to: [legal@lescovex.com](mailto:legal@lescovex.com).



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