



## **TERMS AND CONDITIONS**

These Terms and Conditions are a binding agreement between Dexland, which is owned and operated by Gpmedia Limited with a registered address in the Marshal Islands jurisdiction (the ‘Company’, ‘us’, ‘our’ or ‘we’) and you, the person who uses the services and or the website (the ‘Client’, ‘you’, ‘your’ or ‘yourself’).

The document herein sets out the terms upon which we will offer services to you in the event that we accept you as our Client. The Terms and Conditions and ancillary documents shall govern the relationship between parties to this agreement. In addition, you are strongly encouraged to also read any other letters or notices sent by us to you before or after you open an Account with us. You are also specifically directed to the outline of the Risks in dealing with exchanging fiat money for Cryptocurrencies.

### **1. Virtual Currency Services (the ‘Services’)**

1.1. In the event the Client wishes to exchange Virtual Currencies to other Virtual Currency or to any other Fiat Currency and/or vice versa, the Company offers to the Client such services (“Virtual Currency Exchange Services”) and the Client acknowledges and agrees to the following:

- 1.1.1. The Client must create an account, complete the relevant questionnaire and provide all the required identification documentation and/or information required by the Company in order to verify the Client.
- 1.1.2. The Company warns the Client that Virtual Currencies Market is a dynamic arena and their respective prices are often highly unpredictable and volatile. Moreover, the Company would like to draw the attention of the Client to the Risk Disclosure and Warnings Notice, as Virtual Currencies have no legal status and/or regulatory framework.

### **2. Description of Services:**

2.1. Exchange from Virtual Currency or Fiat Currency to Virtual Currency:

- 2.1.1. The Client expressly acknowledges and agrees that, when the Client opens an account with the Company and wishes to exchange Virtual Currency, all or part of the amount(s) transferred by the Client to the Company via Fiat Currency and/or Virtual Currency might be transferred to and/or held with one or more external third-party Virtual Currency Exchanger(s) in order to execute the Client’s order(s). The Client expressly acknowledges and agrees that the Company has no control over such external third-party Virtual Currency

Exchanger(s) and has no control over, or liability for, the delivery, storage, quality, safety, legality or any other aspect of any Fiat Currency and/or Virtual Currency transferred to or held by such external third-party Virtual Currency Exchanger(s).

2.1.2. Once an exchange from Fiat Currency to Virtual Currency is completed, the Client's Virtual Currency will be held in the Company's Virtual Wallet(s). The Client may request at any time to withdraw the Client's Virtual Currency from the Company's Virtual Wallet(s) to the Client's Verified Virtual Wallet(s), in each instance accordance with and subject to the terms and conditions set out herein.

2.1.3. By exchanging and/or transferring Virtual Currency with/to the Company, the Client expressly acknowledges and agrees that the Company has no control over, or liability for, the delivery, storage, quality, safety, legality or any other aspect of any Fiat Currency and/or Virtual Currency transferred to or held with one or more external third-party Virtual Currency Exchanger(s). In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the transfer to, or the storage of the Client's Virtual Currency.

2.1.4. By making use of the services described above, the Client also acknowledges and provides consent for data of the following nature to be collected regarding the Client:

- Information required for the fulfilment of legal responsibilities the Company is liable for;
- Information on the Client's use of the Company's services such as Company website visits and duration of Company website usage.

2.2. Exchange from Virtual Currency to Fiat Currency:

2.2.1. The Client may place an exchange order to exchange Virtual Currency to Fiat Currency through the Client's Account;

2.2.2. The Company as soon as it receives the order will proceed with the exchange order but warns the Client that Virtual Currencies values can widely fluctuate (high volatility) and the Company has no liability whatsoever in the event that the exchange price as shown in the Client's Account decreases and/or increases at the time of the exchange order.

2.3. The Client will need to provide the Company with Know Your Client (KYC) documents in order to verify the Client's Account. As per our Verification and AML Policy, the documents required will include a document that shows the Client's full name as shown in the Client's Account, identification documents and the Virtual Currency addresses for each Virtual Currency in the Client's Virtual Wallet, in order for the Company to approve the Client's

Virtual Wallet as a Verified Virtual Wallet. This is called the verification process and must be complied with. Moreover:

- 2.3.1. The client will be able to transfer Virtual Currency from/to the Company only when the Company approves the Client's Virtual Wallet to be a Verified Virtual Wallet.
- 2.3.2. The Client acknowledges and confirms that if a transfer was made to the Company prior to the Company approving the Client's Virtual Wallet, the Company can suspend service and or transfer the received Virtual Currency to the same source from which they originated from.
- 2.4. The Client acknowledges and accepts that in the event the Client transfers Virtual Currency to the Company without specifying the Client's Account number and/or is transferred from a non-verified Virtual Wallet, the Company will not be able to trace such transfer without the reference of the Client's above-mentioned Account number and/or a proof that the Client is the lawful owner of that non-verified Virtual Wallet.
- 2.5. If the Company, its Directors, Officers, Employees, Affiliates, or Agents incur any claims, damage, liability, costs or expenses which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Virtual Currencies Services and/or from the Virtual Currency Exchanger, that the Company, its Directors, Officers, Employees, Affiliates, or Agents bear no responsibility whatsoever, the Client hereby indemnifies the Company for such.
- 2.6. The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, losses of profits, loss of opportunity (including in relation to the volatility of Virtual Currencies), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Virtual Currency Services or from the Virtual Currency Exchanger and/or claims arising from mistakes, intentionally or unintentionally, made by the Client, such as, forgotten passwords, the use of wrong passwords, payments sent to wrong Virtual Wallet.
- 2.7. The entering of the correct details in the Client's Virtual Wallet(s) is the Client's personal responsibility, as well as the timely passing on of changes. The Client guarantees the accuracy of the details stated by the Client.

- 2.8. The Client acknowledges and explicitly consents that some/all of the Virtual Currency Exchangers the Company collaborates may not be subject to any regulation and/or supervision.

### **3. Language**

- 3.1. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and for the Client's ease and understanding. However, the official document shall be the English version of the document and translations shall not be considered as binding the Company or have any legal effect whatsoever.

### **4. Communications and Written Notices**

- 4.1. In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.
- 4.2. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 4.3. The Client shall be able to call the Company within its normal working hours, on the number as displayed on the website, and or email the Company on support@dexland.io.

### **5. Amendment of the Agreement**

- 5.1. The Company reserves the right to modify portions of these Terms and Conditions at any time at its discretion. It is the Client's responsibility to review and ensure that they understand and continually accept any amendments. The Client's continued use of the service will signify the acceptance of the changes.

### **6. Termination and Results of Termination**

- 6.1. Without prejudice to the Company's rights under this agreement to terminate it immediately without prior notice to the Client, each Party may terminate this agreement by giving at least five (5) Business Days Written Notice to the other Party.

- 6.2. The Company reserves the right to suspend or terminate the Client's access to the services for any reason, including without limitation (1) suspicion of possible legal liabilities, (2) Client's failure to act in accordance to the Company's policies as recorded on the website, or (3) Client's attempt to circumvent the Company's verification or security features.

## **7. Limitations of Liability and Indemnity**

- 7.1. To the extent permitted by law, the Company will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss.
- 7.2. To the full extent permitted by applicable law, the Client hereby agrees to indemnify the Company, and its partners, against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if directly or not directly caused by the use of the Company's services.

## **8. Representations and Warranties**

- 8.1. The Client represents and warrants to the Company the following:
- a) The Client is at least 18 years old;
  - b) The Client is of sound mind and capable of taking decisions for his/her own actions;
  - c) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's Assets or funds are affected;
  - d) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person;
  - e) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
  - f) The Client has read and fully understood the terms of the Agreement;
  - g) The Client funds used are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
  - h) The Client has read and understands the Risk Disclosure and Warnings Notice;

## **9. Complaints and Disputes**

- 9.1. If the Client wishes to report a complaint, the Client must send an email to **support@dexland.io**. The Company will try to resolve it without undue delay.
- 9.2. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of a good faith and fairness and by taking such action as is consistent with market practice.

## **10. Introducer**

- 10.1. In cases where the Client is introduced to the Company through a third person such a business Introducer or associate or Affiliate ("Introducer") the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
- 10.2. The Client acknowledges that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. If such apply, it will be disclosed to the Client prior of entering to an Agreement with the Company, in accordance with Applicable Regulations.
- 10.3. In cases where the Client is introduced to the Company by an Introducer, the Client acknowledges and agrees that certain information regarding his personal data may and will be disclosed to the Introducer for the purpose of calculating the Introducer's commission. The Client understands that data which are not considered personal may be transmitted to the Introducer.

## **11. Financial Advice**

- 11.1. The Company offers no financial advice related to the investment in cryptocurrency. The Company will provide pricing information related to coins for sale on the platform. None of the information provided by the Company, including current pricing and price range information should be taken as financial advice. The Company strongly encourages clients to perform independent research and to fully understand the volatile nature of cryptocurrency. Any decision by a Client to purchase cryptocurrency is his/ her decision and the Company will not be liable for any gains or losses experiences.

## **12. Returns and Refunds**

12.1. Due to the nature of the services provided by the Company to the Client, all exchanges are final and are non-refundable. The Client acknowledges that transactions executed are non-cancellable and no transaction can be reversed which was complete or pending.

12.2. The abovementioned notwithstanding, the Company may endeavour to comply with a formal request sent to [support@dexland.io](mailto:support@dexland.io) to cancel a transaction. Such cancellation is at the Company's sole discretion and the Client agrees not to have any complaints or demands in this respect.

12.2.1. The Client acknowledges and agrees to the requirement that withdrawals and refunds shall only be effected on condition that the Client has provided such documentation as described in Clause 1.1.1. above. The Company shall have the sole discretion to waive such requirements in any request for a withdrawal or refund.

## **13. Jurisdiction**

13.1. The Terms and Conditions shall be governed and construed in accordance with the laws of the Marshall Islands. The Parties agree to irrevocably submit to the exclusive jurisdiction of the Courts of the Marshall Islands.