TERMS & CONDITIONS (29.10.2018)

(Valid from October 29, 2018)

§ 1 DEFINITIONS

In the framework of Regulations, the following terms shall be understood as follows:

1. Regulations – these Regulations together with the appendices forming an integral part thereof, specifying the principles of concluding remote contracts with or through Coindeal.com Website as well as the principles of performance of these contracts, the rights and obligations of the Service Provider and the User, and the principles of complaint procedure.

2. Service Provider – COINDEAL LIMITED – a company registered in the Republic of Malta under the number C 88465, under the address VILLA MALITAH, MEDITERRANEAN STREET, THE VILLAGE, ST. JULIANS STJ 1870, Malta. The income tax number is 999456434 and the vat number is MT 2563-7720;

3. Cryptocurrency – a transferable property right which is neither legal tender. electronic money nor a financial instrument. The list of Cryptocurrencies whose turnover is allowed by the Website may change – its current version will be published on the Website pages. The Service Provider shall not be liable for any attempt to use the Services in digital currencies which are not operated by the Service;

4. User – an entity which uses the Website, both consumer and other legal entities with legal capacity on the basis of separate provisions;

5. Consumer – a natural person using the Website in a manner not directly related to its business or professional activity;

6. Service – providing Users with an electronic platform for exchange of information and concluding Transactions, as well as other actions of the Service Provider, enabling the operation and use of the Website;

7. Service Contract – the contract concluded between the Service Provider and the User which defines the principles of using the Services provided by the Service Provider by the User;

8. Account Removal – termination of the Service Contract provided by a Party with immediate effect;

9. Website – the Service Provider's webpage located at Coindeal.com with all its subpages;

10. Transaction – the contract of sale of the Cryptocurrency in exchange for another Cryptocurrency or in exchange for the Cash Funds, concluded by Users through the Website, as well as deposits and withdrawals made by the User;

11. Account – the User's account created on its order on the basis of its personal data provided by the User and constituting a collection of data stored in the Service Provider's Website and IT system concerning a given User, as well as the ordered, executed Transactions and concluded contracts;

12. Login Details – e-mail address or username and password set by the User enabling it to access the Account;

13. Cash Funds – traditional currencies, i.e. those commonly recognised by governments as legal tender. The list of Cash Funds whose turnover is authorised by the Website may be subject to changes – its current version will be published on the Website's pages.

§ 2 DECLARATIONS AND BASIC INFORMATION

1. The Service Provider points out and warns that the main threat to every Internet user, including persons using services provided electronically, is the possibility of "infecting" the IT system by various types of software created mainly to cause damage, such as viruses, Worms or Trojans. In order to avoid the risks associated with this, including those that occur when you open an email, it is important that the User provides its computer which uses an Internet connection with an antivirus programme and constantly updates it by installing the latest versions of the software as soon as they are available on the market. The Service Provider also informs that particular threats related to the use of electronic services, including those described in these Regulations, are related to the activities of so-called hackers, aimed at breaking into both the Service Provider's system (e.g. attacks on its website) and the Client's system. The Client acknowledges, therefore, that despite the Service Provider's use of various modern "defence" technologies, as described in the Security Policy published on the Website, there is no perfect protection against the abovementioned undesirable actions.

2. The Services are provided by the Service Provider who is a legal entity of the Republic of Malta. The Service Provider is not a registered, regulated financial institution subject to State supervision and does not operate outside the Republic of Malta.

3. The User's ability to use the Services offered by the Service Provider may depend on the User's country of residence. The list of countries with limited access to the Services will be published and updated on the Website.

4. The risk of a significant decrease or loss of value of the Cryptocurrencies due to their turnover and storage is very high. The User should adapt the risks involved to its financial situation.

5. The terms and conditions of storing, securing and disposing of the User's funds deposited in the Account are set forth in the Security Policy published on the Website.

6. The User acknowledges that Transactions of the Cryptocurrency exchange are executed in the Website not with the Service Provider, but with other Users of the Website.

§ 3 TYPE AND SCOPE OF THE SERVICES

1. Services provided by the Service Provider through the Website consist in providing the Users with an electronic platform for exchanging information and concluding Transactions of the Cryptocurrency exchange.
2. For proper use of the Website, it is necessary to have a device with Internet access supported by a web browser (e.g. Chrome, Mozilla) and access to Java Script and Cookies files in the browser.
3. The Service Provider is entitled to introduce changes in technical and technological requirements necessary to use the Website by providing information about such a change to the User's e-mail address provided during registration of the Account. A change in technical or technological requirements does not constitute a change of the Regulations.
4. Services are provided exclusively for the benefit of:
   ○ natural persons with full legal capacity, i.e. those over 18 years of age and who have not been entirely or partially incapacitated;
   ○ other legal entities with legal capacity on the basis of separate provisions.
5. Services are provided for a fee. Current principles and the amount of fees charged will be published on the Website in the "Fees and Commissions" tab. The User will be informed about this every time before taking any action on which the commission is charged. Fees and commissions binding the User shall apply to a given activity on the day of its performance. Changes in the amounts and principles of charging fees and commissions will be made while taking into account the User's right to cancel the Account and withdraw funds on the previously binding terms and conditions.
6. Charging fees and commissions for the Services provided takes place automatically at the moment of ordering the Transaction from funds dedicated by the User to execute the Transaction.

§ 4 TERMS AND CONDITIONS OF THE SERVICE CONTRACT

1. One of the conditions enabling the use of the Services by the User is to set up an Account on the Website – for this purpose, the User is obliged, among others, to:
   ○ complete and send the registration form in which it states:
     ■ an e-mail address to which it has an exclusive access;

- a password of its choice meeting requirements of the Website;
  - read and accept the Regulations, Privacy Policy and Cookies, Security Policy, Table of Fees and Commissions or other documents, if their acceptance is required by the Service Provider;
  - access the activation link sent to the indicated e-mail address;
  - fill in and send out a data form, in which the User provides truthfully its data, which the Website requests. In the case of Accounts created for entities other than natural persons, the User must be entitled to represent them and provide its own data, the data of that entity and its actual beneficiaries.

2. The scope of the required data and documents, as well as the methods of verifying their veracity will depend primarily on the wording of legal provisions binding for the Service Provider and may be subject to changes along with the change of provisions or the manner of their application. In case of any doubts as to the information provided for verification, the Service Provider reserves the right to carry out manual verification in order to confirm the User's data.
   - enter the code which will be sent to the phone number provided by the User;
   - configure the Google Authenticator application in the manner specified on the Website. The Service Provider declares that the owner and operator of Google Authenticator is a third party in relation to the Service Provider, for whose actions and omissions the Service Provider is not responsible. Google Authenticator will be configured in accordance with its regulations and procedures.

3. The User is obliged to provide real, current and complete data required by the Service Provider. The User is solely responsible for the consequences of providing incorrect, outdated or incomplete data in the form.

4. The Service Contract is concluded upon completion of the Account registration process.

5. The Service Contract is concluded for an indefinite period of time.

6. The User accesses its individual Account by logging into the Website using Login Details.

7. The User is obliged to take appropriate measures to prevent third parties from accessing the Account and Login Details. Making the Account or Login Details available to third parties is at the sole risk of the User.

8. The User is obliged to update the data made available to the Service Provider within 3 days from their change.

9. Data of the owner of the bank account from which the Cash Funds are deposited and to which the Cash Funds are withdrawn must be identical with the data provided by the User to the Service Provider as current personal data.

10. Upon completion of the Account registration process, the User may log in to the Service, but may not:
    ○ undertake any interactions with other Users, i.e. in particular, it cannot conclude Transactions;
    ○ deposit and withdraw Cash Funds or Cryptocurrencies.

11. In order to undertake the activities described in sec. 9, the User must verify the Account, i.e.:
    ○ fill in the verification form by providing the required data – the scope of required data may be variable and will depend mainly on the legal provisions currently binding for the Service Provider;
    ○ comply with the procedure for verification of the identity and authenticity of the data provided, performed by a professional third party, in particular through video-verification based on photographs or video materials, in accordance with the requirements and procedures of that third party; the lack of the User's consent to be verified by a third party shall preclude the use of the services referred to in sec. 9 above;
    ○ send other scanned documents, information or data required by the Service Provider or the party specified in point 2) above.

12. The Service Provider, having read the submitted documentation, may refuse to verify the User due to the insufficient reliability or incompleteness of the data provided by the User. The Service Provider may therefore decide to temporarily block access to the User's Account or to delete it – i.e. terminate the Service Contract with immediate effect.

13. The Service Provider indicates that at any time, with the User's consent, it may assess the User or its Transactions in terms of the risk of money laundering and terrorist financing. The assessment referred to in the preceding sentence may be performed by a professional third party. Lack of the User's consent to the aforementioned assessment or to the transfer of data to a third party for the purpose of such assessment shall constitute a basis for suspending or cancelling the Transaction as well as terminating the Service Contract with immediate effect.

14. The duration of the procedure for verification of the identity and authenticity of the data provided as well as the duration of the risk assessment of money laundering and terrorist financing depends on the activities of third

parties and the Service Provider does not guarantee and is not responsible for the duration of such activities or any positive result thereof.

15. After a failed verification attempt, the Service Provider may refuse to re-verify the same entity.

16. The User shall have access to the data provided by it and may change it at any time.

§ 5 TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. The User acknowledges that the Service Provider does not guarantee the User any profit in connection with the use of the Website.

2. The User agrees not to perform any actions through the Website that violate: the provisions of these Regulations, guidelines published on the Website, the Website policy, legal provisions or good morals.

3. The User agrees to use the Website solely for its own personal use, in its own name and on its own behalf.

4. The User agrees to use the Website in a good faith, in particular, to immediately notify the Service Provider of any errors observed in the Website software and to refrain from using any errors observed in the Website software to the detriment of the Service Provider or other Users. Transactions executed in breach of this section shall be cancelled or revoked and the User shall not be entitled to any claims.

5. The User agrees to provide all information, materials and documents that the Service Provider will require from it in connection with the Transaction. In case of a breach of this obligation, the Service Provider shall be entitled to refuse to execute or to suspend the execution of the Transaction.

6. The Service Provider may require the User to provide additional data, submit documents or perform additional verification procedures under pain of blocking the Account or the possibility to use the services described in § 4 sec. 9, also after prior opening and verification of the Account, in particular due to changes in the legal regulations applicable to the Service Provider or changes in the assessment of the risk of money laundering and terrorist financing.

7. The Service Provider may at any time, at its discretion, refuse to open an Account or limit the number of Accounts that a single User may create and maintain if the Service Provider has doubts as to the legality of the User's actions undertaken or planned.

8. The Service Provider reserves the right to refuse to process or cancel the User's Transaction in accordance with legal requirements, in response to a request of state authorities or in order to enforce the transaction limits established and published on the Website.

9. The Service Provider reserves the right to refuse to make or withdraw any purchase, sale or exchange of the Cryptocurrency at its own discretion, even after the funds have been withdrawn from the User's account(s) in the following situations:
   - when the Provider suspects that the Transaction may (or may be likely to) involve money laundering, terrorist financing, fraud or any other criminal offence;
   - in response to a subpoena or other order from State institutions or bodies;
   - if the Service Provider reasonably suspects that the transaction is the result of an error;
   - if the Service Provider suspects that the Transaction is made in breach of the Regulations or other terms and conditions of the Transaction and use of the Services published on the Website;
   - when the Transaction is made by a resident of a country from a current list of countries with limited access to the Services published on the Website.
10. In such cases, the Service Provider shall not be obliged to reinstate the purchase, sale or replacement order at the same price or under the same terms and conditions as the cancelled Transaction.
11. The Service Provider reserves the right to monitor, review, retain or disclose to authorised entities any information necessary to comply with applicable legal provisions, including in particular the prevention of money laundering or terrorist financing.
12. If the User's Account, to which he has not logged in for the subsequent 12 months, contains funds, and the Service Provider cannot contact the User using contact details provided by the User, the Service Provider has the right to charge monthly fees for maintaining an unused Account in accordance with the applicable fees and commissions tables, starting from the 18th month following the date of the last logging in of the User. After the Legal Tender and Cryptocurrencies are exhausted on the Account specified in the preceding sentence, the Account shall be liquidated.
13. Change of user e-mail address, due to security matters and due diligence for know your customer (AML) principles may only be submitted in writing. The document with user's e-mail change request needs to have a handwritten signature and it needs to be sent from post office in your residential area, that will match the address entered during the registration process to the address of service provider headquarters.

§ 6 TRANSACTIONS

1. Transaction execution is possible for a User who:
   - has registered and verified the Account on the Website;
   - logged into the Account;
   - made a deposit of Cryptocurrencies or Cash Funds in accordance with the instructions available on the Website;
   - submitted an instruction to execute a Transaction with no doubt;
   - the performed assessment of the risk of money laundering and terrorist financing does not indicate any contraindications to the implementation of the Transaction.
2. The time elapsing between the moment of the User's Cryptocurrency deposit order and the moment of its crediting on the Website varies depending on the type of Cryptocurrency, which is not dependent on the Service Provider.
3. The instruction to execute a Transaction shall be submitted through specifying all required parameters of the Transaction, such as, in particular, the price and quantity of the Cryptocurrency to be acquired or sold.
4. Submitting an instruction to execute a Transaction blocks the User's funds in an appropriate amount.
5. The Service Provider may limit the possibility of executing a Transaction by introduction or modifying the minimum or maximum amounts of Transactions for particular Cash Funds or Cryptocurrency. The minimum value of a single Transaction is determined and published on the Website in the Table of Fees and Commissions.
6. Under no circumstances shall a Transaction be executed in excess of the value of funds held.

§ 7 DEPOSITS AND WITHDRAWALS OF CASH FUNDS AND CRYPTOCURRENCIES
1. The User may order the withdrawal of Cash Funds or Cryptocurrencies available on its Account.
2. The withdrawal of the Cryptocurrencies shall take place without undue delay on the basis of the User's accepted order, with the reservation that the implementation time shall be different depending on the type of a given Cryptocurrency, which is not dependent on the Service Provider and for which the Service Provider is not responsible.
3. The minimum value of deposits and withdrawals of Cash Funds and Cryptocurrencies is specified in the Table of Fees and Commissions published on the Website.
4. Withdrawals of the Cash Funds and Cryptocurrencies will be implemented only after the User has provided the necessary data required by the Service

Provider, if the nature and purpose of the ordered Transaction are not in doubt.

5. Deposits are credited only on working days.
6. Withdrawals are implemented only on working days.
7. The Service Provider shall implement the withdrawal of the Cash Funds or Cryptocurrencies to the accounts belonging to and indicated by the User, subject to the possibility of suspending or cancelling such a Transaction in accordance with the Regulations or if it is required by provisions binding to the Service Provider.

§ 8 THE SERVICE PROVIDER'S RIGHTS RELATED TO THE IMPLEMENTATION OF A TRANSACTION AND RELATED TO THE OPERATION OF THE WEBSITE

1. The Service Provider is entitled to additional rights in case it suspects that the Transaction ordered by the User or any other activity of the User within the Website may be related to committing a crime, money laundering, terrorist financing or violation of the provisions of the Regulations, legal provisions or good morals:
   ○ the right to temporarily block access to the User Account;
   ○ the right to delete the User Account;
   ○ the right to refuse to implement the Transaction;
   ○ the right to withdraw the Transaction executed;
   ○ the right to perform additional verification of the User by requesting the presentation of relevant documents, including identity documents.

2. The Service Provider is entitled to freeze the User's Cryptocurrencies and Cash Funds, if the binding legal provisions oblige the Service Provider to do so, in particular due to the risk of money laundering and terrorist financing.

3. Due to the necessity of ensuring safety and the highest quality of the Services provided, the Service Provider is entitled to the following rights:
   ○ the right to suspend the activity of the Website for the time of updating the software or for the time needed to repair the technical failure – if this is possible in a given case, the Service Provider will notify the Users on the Website about the planned technical interruption, sufficiently in advance;
   ○ the right to discontinue the provision of the Services within a specified geographical area or within all geographical areas;
   ○ the right to exclude certain types of Transactions from execution (e.g. ETH/BTC exchange);
   ○ the right to withhold the possibility of registering new Users.

4. The Service Provider may exercise several of the rights specified in this paragraph 8 simultaneously.

§ 9 COMPLAINTS
1. The User has the right to submit a complaint in connection with improper operation of the Website, including improper implementation of Transactions.
2. A complaint may be reported by sending an e-mail to the address provided by the Service Provider on the Website, via the Website or in writing to the address of the Service Provider's registered office.
3. A complaint shall include:
   ○ data enabling identification and contact with the User;
   ○ a description of the action or omission in question;
   ○ the manner in which the User would like the Service Provider to consider the complaint;
   ○ any other information the User considers relevant.
4. Within 1 working day, acceptance of the complaint for consideration will be confirmed by the Service Provider.
5. Complaints will be considered on the basis of information provided by the User.
6. Complaints shall be considered immediately, but not later than within 30 days from the date of delivery of the complaint to the Service Provider. Within this period, the Service Provider will propose via e-mail or the Website: (i) to consider the complaint in the manner requested by the User; (ii) to reject the complaint together with the reasons for such a decision; or (iii) alternative handling of the complaint.
7. After receiving the proposal specified above, the User has 20 working days to accept or reject the Service Provider's proposal. Failure to reply within the above deadline shall be deemed a withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint. Acceptance or rejection of the Service Provider's proposal by the User after the deadline may be treated by the Service Provider as submitted on time.
8. If the User rejects the Service Provider's proposal within 20 working days, the User is entitled to submit a justification for rejection – in such a case the procedure described in sec. 2-6 shall be applied accordingly. Failure to state reasons for such rejection within the aforementioned period shall be deemed to constitute withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint.

9. An offer of the alternative handling of the complaint described in sec. 6 point (iii) above, shall be binding for the User only if it accepts its content by following the instructions provided by the Service Provider within the time limit set. No offer under paragraph 9 shall constitute any acknowledgement by the Service Provider of any misconduct or responsibility related to the subject matter of the complaint. Each acceptance of the offer of handling a complaint shall constitute an acceptance that the complaint will be resolved in a specified manner, and an obligation that the User waives all claims resulting from it.

§ 10 INTELLECTUAL PROPERTY
1. The Service Provider is entitled to rights to works and trademarks made available on the Website.
2. The User is entitled to use the works within the scope of permitted private use provided by legal provisions.
3. Use beyond the permitted private use requires the prior consent of the Service Provider.

§ 11 TERMS AND CONDITIONS OF TERMINATION OF THE SERVICE CONTRACT
1. The Service Contract shall be terminated:
    ○ upon the User's request;
    ○ by the Service Provider – in cases specified in the Regulations.
2. The User being a Consumer has the right to withdraw from the Service Contract without giving a reason within 14 days from the date of conclusion of the Contract by submitting a notice of withdrawal. By accepting the Regulations, the User agrees that the use of the Services before the expiry of the above-mentioned term is tantamount to the expiration of the right of withdrawal from the contract.
3. The User is entitled to terminate the Service Contract with 14 days' notice period by submitting a notice of termination of the Service Contract to the Service Provider.
4. The Service Provider may terminate the Contract with the User by sending to the User's e-mail address a notice of termination of the Service Contract with 14 days' notice period.
5. In the event of termination of the Service Contract by either party, the User is obliged to indicate to the Service Provider no later than within 10 working days from the date of termination of the Contract – to which account the Service Provider is to transfer the Cash Funds or Cryptocurrencies available on the User Account.

6. If the Contract is terminated and the User does not provide the Service Provider with the data enabling the withdrawal of the Cash Funds or Cryptocurrency in accordance with the Regulations, the Service Provider shall call upon the User to indicate such data within 2 months. In case of ineffective expiry of the aforementioned deadline, the fees specified in § 5 sec. 11 shall be applied.

7. The Service Provider reserves the right to terminate the Service Contract immediately in the event when:
   ○ Transactions ordered by the User justify suspicion of their connection with money laundering or terrorist financing operations or other criminal activities;
   ○ The User violates the provisions of the Regulations or binding legal provisions.

8. Upon the User's request, the Service Provider shall also delete all personal data concerning the User, excluding the data which the Service Provider is obliged to store in accordance with the applicable provisions. The User's request to delete personal data is tantamount to termination of the Contract by the User.

§ 12 EXCLUSION OF THE SERVICE PROVIDER'S LIABILITY

1. In particular, the Service Provider shall not be liable for:
   ○ losses incurred by the User resulting from effectively implemented Transactions;
   ○ consequences related to the loss or making available of the Login Details by the User to third parties;
   ○ incorrect entering of data by the User into deposit or withdrawal of the Cash Funds or Cryptocurrencies;
   ○ effects of events beyond the Service Provider's control, i.e. software errors, interruptions in the Internet access, power cuts, hacking attacks (despite maintaining adequate measures described on the Website), etc.;
   ○ deletion of data entered by the Users into the Service Provider's IT system from IT systems beyond the Service Provider's control.

2. In the event of a dispute between the User and another User, the User shall indemnify the Service Provider and the Service Provider's service providers against all claims and claims for damage (actual or lost benefits) of any kind resulting from or in any way related to such disputes.

3. The User undertakes to indemnify the Service Provider and the Service Provider's service providers from all claims and to repair any damage (including the costs of legal assistance, any fines, fees or penalties imposed

by any state authorities) resulting from or related to the User's violation of these Regulations or infringement of legal provisions or rights of third parties.

4. Neither the Service Provider nor its service providers shall be liable towards the User for amounts exceeding the amounts operated at the time of their deposit in the Account by the User or execution of the Transaction by the User.

5. The liability of the Service Provider and its service providers towards the User is limited to the value of a given Transaction expressed in a given currency or Cryptocurrency. Liability for lost profits is excluded, and liability for any other damage (actual, direct, indirect, intangible, etc.), regardless of whether it results from the contract, tort, negligence, etc., resulting from or related to the authorised or unauthorised use of the Website is limited to the value of funds provided by the User for the execution of a given Transaction subject to the preceding section.

6. Specifying the preceding section, by way of example (and without limiting the scope of the previous section): If the User claims that the Service Provider has not properly executed a purchase or sale transaction, the total of the User's damage is limited to the value of the currency being the subject of the Transaction operated by the Website, and that the User cannot recover lost profits, lost business opportunities, etc. Where the applicable legal jurisdiction does not allow for exclusion or limitation of lost profits, the above limitations may not apply.

7. The Service Provider makes no declarations or assurances that access to the Website or Services in any part of it or any materials contained therein will be uninterrupted, timely or error-free. To the maximum extent permitted by applicable law, the Service Provider, in particular, excludes all implied guarantees regarding the availability of the Service, its fitness for a particular purpose and its integrity.

8. The Service Provider does not provide any assurances or guarantees as to the accuracy or completeness of historical data concerning the price of Cryptocurrencies available on the Website.

9. The Service Provider will endeavour to process the requests for a Transaction with bank accounts or credit cards without undue delay, but the Service Provider does not provide any assurances or guarantees regarding the time needed to complete the processing of such Transactions, which is dependent on many factors beyond the Service Provider's control.

10. The Service Provider shall not be liable for any actions or consequences of force majeure, i.e. for events beyond the Service Provider's reasonable control which occurred without fault of the Service Provider, including, in

particular: embargoes, governmental restrictions, riots, insurrection, wars or other acts of war, acts of terror, social unrest, rebellion, hacking attacks (including DDoS attacks, data theft or destruction), fires, floods, vandalism or sabotage.

11. The Service Provider shall exercise the utmost care in order to protect the Website and User's funds against undesirable interference by third parties. The security measures taken are described in the Security Policy, the content of which the User has read and accepts – considering the security measures taken by the Service Provider are sufficient.

§ 13 PERSONAL DATA AND PRIVACY POLICY

The principles of personal data processing by the Service Provider and regulations concerning the Privacy Policy and Cookies are contained in the Privacy Policy and Cookies of the Coindeal.com Website published on the Website.

§ 14 CHANGES OF THE REGULATIONS AND OTHER PROVISIONS BINDING THE USERS

1. The Regulations and other provisions binding the Users, including tables of fees and commissions, may be subject to change. The change of provisions set forth in the preceding sentence shall come into force 7 days after the date of making available on the Website changed provisions and informing the Users in the form of an e-mail about the change.

2. The User is entitled to submit a declaration of refusal to accept the new provisions within 7 days from the date of making them available on the Website and informing the User about the change. The User's declaration shall be submitted by e-mail sent to the address provided by the Service Provider on the Website. Submitting the aforementioned declaration is tantamount to the User's termination of the Service Contract.

3. Failure to submit a declaration of denunciation shall be construed as consent to be bound by the changed provisions.

4. Transactions ordered prior to the effective date of the changes shall be implemented in accordance with the wording binding on the day of the order for the Transaction.

§ 15 FINAL PROVISIONS

1. Services provided in accordance with the Regulations shall be provided in the Republic of Malta and shall be subject to the law applicable therein.

2. In case of any disputes between the Service Provider and a User who is not a resident of the European Union or a User who is not a Consumer, the court having jurisdiction over the registered office of the Service Provider shall be competent to settle such disputes.

3. Recognition of any provision of these Regulations as being unlawful shall not affect the effectiveness and validity of the remaining provisions of the Regulations.
4. Translations of the Regulations were commissioned by the Service Provider for the Users, with the reservation that in case of any discrepancies in language versions, the English written version remains valid.