

## Terms Of condition

Smoney-crypto (website: <https://www.Smoney-crypto.com>) is a Bitcoin-based virtual trading platform that is wholly owned by OLHAGARAY LTD. OLHAGARAY LTD (hereinafter referred to as Smoney-crypto) was incorporated under the UK Business Companies with a company number of 10703635.

Use of this Smoney-crypto website ("Website") and the service offered on the Website ("Service") are governed by the terms contained on this Terms and Conditions page ("Terms"). This agreement entirely constitutes the agreement between the parties. All other information provided on the Website or oral/written statements made are excluded from this agreement; the exchange policy is provided for guidance only and does not constitute a legal agreement between the parties.

By accessing, viewing or downloading information from the Website and using the Service provided by Smoney-crypto you acknowledge that you have read, understand, and unconditionally agree to be bound by these Terms. Smoney-crypto may at any time, without notice, amend the Terms. You agree to continue to be bound by any amended terms and conditions and that Smoney-crypto has no obligation to notify you of such amendments. You acknowledge that it is your responsibility to check these Terms periodically for changes and that your continued use of the Website and Services offered by Smoney-crypto following the posting of any changes to the Terms indicates your acceptance of any such changes.

The Website and the copyright in all text, graphics, images, software and any other materials on the Website is owned by Smoney-crypto including all trademarks and other intellectual property rights in respect of materials and Service on the Website. Materials on this Website may only be used for personal use and non-commercial purposes.

You may display on a computer screen or print extracts from the Website for the above-stated purpose only provided that you retain any copyright and other proprietary notices or any Smoney-crypto trademarks or logos, as shown on the initial printout or download without alteration, addition or deletion. Except as expressly stated herein, you may not without Smoney-crypto's prior written permission alter, modify, reproduce, distribute or use in any other commercial context any materials from the Website.

You acknowledge that 'Smoney-crypto' and the Smoney-crypto logo are trademarks of OLHAGARAY LTD. You may reproduce such trademarks without alteration on material downloaded from this Website to the extent authorised above, but you may not otherwise use, copy, adapt or erase them.

You shall not in any circumstances obtain any rights over or in respect of the Website (other than rights to use the Website pursuant to these Terms and any other terms and conditions governing a particular service or section of the Website) or hold yourself out as having any such rights over or in respect of the Website.

## **Definitions**

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**"Agreement"**

means the Terms and Conditions of Use herein.

**"Smoney-crypto"**

means OLHAGARAY LTD, a company founded in the United Kingdom .

**"Data"**

means any data input by you or with your authority into the Website.

*"Intellectual Property Rights"*

means any registered or unregistered design rights, patents, copyright, database rights, data protection rights, trade marks, service marks, moral rights, know-how and any other intellectual or industrial property rights, anywhere in the world.

*"Member"*

means any current registered user of Smoney-crypto.

*"Service"*

means all services made available (as may be changed or updated from time to time by Smoney-crypto) via the Website.

*"Website"*

means any of the images, written material, databases, software or other material available on any website owned or operated by Smoney-crypto.

## **1. Access Conditions**

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**1.1:** You will ensure that all usernames and passwords required to access the Website are kept secure and confidential. You will immediately notify Smoney-crypto of any unauthorised use of your passwords or any other breach of security and Smoney-crypto will reset your password.

**1.2:** When accessing and using the Service, You must:

- a) not attempt to undermine the security or integrity of Smoney-crypto's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- b) not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- c) not attempt to gain unauthorised access to the computer system on which the Website is hosted or to any materials other than those to which you have been given express permission to access;
- d) not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
- e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.
- f) You will ensure that all usernames and passwords required to access the Website are kept secure and confidential. You will immediately notify Smoney-crypto of any unauthorised use of your passwords or any other breach of security and Smoney-crypto will reset your password;

**1.3:** Use of the Service may be subject to limitations, including but not limited to transaction volumes and the number of calls permitted to be made against Smoney-crypto's application programming interface. Any such limitations will be advised.

**1.4:** By registering as a Member you represent and warrant:

- a) that you have accepted the Terms; and
- b) that you are at least 18 years of age and have the capacity to accept the Terms;

- c) that you are the legal owner of the funds you add to your account with Smoney-crypto and that the same funds derive from a legitimate source;
- d) that using Smoney-crypto services does not constitute a breach of your home jurisdictions' laws;
- e) that you are aware of the risks in using the services provided by Smoney-crypto. These risks include the high volatility risk of Bitcoin itself, the fact that you may lose all of the funds in your trading account if the market moves against you;
- f) that you will not be involved or initiate any form of market manipulation, including spoofing orders or otherwise;
- g) that the information or documents you provide as part of any ID verification process are correct, genuine and up-to-date;
- h) that any Bitcoin withdrawal address you provide is your own and that you have full control over this address;
- i) that you are not a resident of the United States of America, Cuba, Crimea and Sevastopol, Iran, Syria, North Korea, or any other jurisdiction where the services offered by Smoney-crypto are restricted. If it is determined that you have given false representation as to your place of residence, Smoney-crypto reserves the right to close your account immediately and liquidate any open positions at the prevailing market price.

**1.5:** You can open an initial account by providing your email address and full name (Initial Account).

**1.6:** Smoney-crypto reserves the right at any time to verify your identity for the purposes of complying with the Seychelles' Anti-Money Laundering Act 2006.

**1.7:** We impose certain trading limits before you are required to conduct Customer Due Diligence (CDD). You agree to cooperate with us in this process and will provide all documentation/information that we may require to satisfy ourselves of your identity and the purpose of the business relationship.

**1.8:** We may freeze any Account in the event that we suspect or have reason to believe you are engaged in suspicious trading or other activity or have breached any of the above warranties. This may result in the unwinding of any trades you have entered into. We expressly exclude any losses or profits you would have made as a result of us closing your trade positions early or you not being able to trade on Smoney-crypto and you agree to indemnify us completely against any third party action resulting from your conduct or us having to close your positions early. Whilst your Account is frozen we will conduct an investigation and may require you to cooperate with our enquiries. During the investigation stage you will not be able to make deposits or withdrawals to your Account nor will you be able to trade. At the end of the investigation we may, at our own discretion, decide to close your Account for which we are not required to provide you with any reasons for the same.

**1.9:** We reserve the right at our own discretion to close your Account with 7 days notice. You will therefore have 7 days in which to close your positions. If at the expiry of that period your positions are still open we will force close them and return to you any remaining Bitcoin left in your Account.

**1.10:** It is your responsibility entirely to provide us with correct details including your withdrawal address. We accept no liability resulting in you not receiving the Bitcoin withdrawn due to you providing incorrect or out-of-date details. It is also your responsibility to ensure transactions sent to Smoney-crypto are well-formatted and denominated in the correct currency. Smoney-crypto excludes all liability for any incorrect transactions, including but not limited to Litecoin sent to Bitcoin addresses.

**1.11:** It is our responsibility to maintain an orderly market and as such we may at our own discretion halt trading on the Website due to market disruption or other relevant external events. We exclude all liability for any claimed losses or profits lost as a result of us halting trading.

## **2. Intellectual Property Rights**

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**2.1:** All intellectual property rights relating to all the material used on the Website including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs to Smoney-crypto. All rights are reserved.

**2.2:** You acknowledge that, except as otherwise agreed between the parties in writing, all intellectual property rights of Smoney-crypto and the Website shall remain with Smoney-crypto.

**2.3:** By submitting content to any public area of the Website, including blogs, message boards, and forums, you grant Smoney-crypto a royalty-free, perpetual, irrevocable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

**2.4:** By submitting any content to the Website you warrant that you are entitled to and have all necessary intellectual property rights over that content.

## **3. Privacy Policy**

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**3.1:** Please see our separate [Privacy Policy](#), which forms part of these terms.

## **4. Data Protection**

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**4.1:** Smoney-crypto may place information concerning you on a database of internal use only. Smoney-crypto will not disclose your details to any third party unless required by law, unless specifically instructed to the contrary by you.

## **5. Third Party Websites**

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**5.1:** Smoney-crypto links to third party websites that are not affiliated or associated with Smoney-crypto (although Smoney-crypto branding, advertisements or links may appear on these websites) and Smoney-crypto may send e-mail messages to you containing advertisements or promotions including links to third parties. Smoney-crypto makes no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your interest and convenience. Smoney-crypto does not monitor or investigate such third party websites and Smoney-crypto accepts no responsibility or liability for any loss arising from the content or accuracy of this material and any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of Smoney-crypto.

**5.2:** Under no circumstances are you to create a hyperlink to any of the pages on the Website, unless Smoney-crypto provides you with its prior consent to do so. If you do create a link to any of the pages on the Website, you acknowledge that you are responsible for all direct or indirect consequences of the link, and you indemnify Smoney-crypto for all loss, liability, costs or expense arising from or in connection with the link.

## **6. Warranties and Representations**

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**6.1:** You acknowledge that:

- a) You are authorised to access and use the Website; In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize Smoney-crypto's services;
- b) If you are using the Website on behalf of or for the benefit of any organisation then it is assumed that you have the right to do so. The organisation will be liable for your actions including any breach of these Terms;
- c) Your use of the Website and the Service is at your own risk. You agree that Smoney-crypto is not liable for any damage or harm arising out of your use of the Website and Service;
- d) The information provided on the Website is for general information purposes only and is given in good faith. However, the information is selective and Smoney-crypto may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Service provided by Smoney-crypto in a particular manner; and
- e) Smoney-crypto does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. Smoney-crypto is not in any way responsible for any such interference that prevents your access or use of the Website and the Service.

**6.2:** Smoney-crypto gives no warranty about the Website. Without limiting the foregoing, Smoney-crypto does not warrant that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

**6.3:** You warrant and represent that you are acquiring the right to access and use the Website and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website or these Terms.

## **7. Service Performance**

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**7.1:** Smoney-crypto denies all liability for the timely operation of the Website when used within an Internet environment, where you or a third party is providing the computer equipment upon which the product is depend upon for any part of its functionality.

**7.2:** By using this service you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of Smoney-crypto. You accept that Smoney-crypto is not liable for any perceived slow operation of the Website.

**7.3:** By using this service you accept that all trade executions are final and irreversible.

**7.4:** By using this service you accept that Smoney-crypto reserves the right to liquidate any trades at any time regardless of the profit or loss position.

**7.5:** Smoney-crypto does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the

information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service.

## **8. Indemnification**

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**8.1:** You agree to indemnify and hold harmless Smoney-crypto, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

## **9. Limitation of Liability**

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**9.1:** In no event will Smoney-crypto, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: \* i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Smoney-crypto under this agreement during the twelve (12) month period prior to the cause of action. Smoney-crypto shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **10. Calculations**

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**10.1:** All calculations performed by the Smoney-crypto trading engine and as verified by Smoney-crypto are final. Our methodology is outlined here. As noted in clause **6.1**, Smoney-crypto does not warrant that the use of the Website will be uninterrupted or error free.

## **11. Termination & Remedies for Breach of these Terms by You**

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- a) Smoney-crypto reserves the right to seek all remedies available at law and in equity for violations of these Terms, including without limitation, the right to restrict, suspend or terminate your account or deny you access to the Website without notice; and
- b) Smoney-crypto shall be entitled to disclose your user identity and personal details if required or requested by a court of law, governmental agency or any other law enforcement authority in such circumstances as Smoney-crypto in its sole discretion considers reasonably necessary or appropriate.

## **12. Absence of Waiver**

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**12.1:** Any failure or delay by Smoney-crypto to enforce any of the Terms or to exercise any right under the Terms will not be construed as a waiver to any extent of our rights.

## **13. Force Majeure**

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**13.1:** Neither party is liable for delay in meeting its obligations due to any cause outside its reasonable control including acts of god, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority.

## **14. Survival**

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**14.1:** Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not

be affected. If any provision is determined to be unenforceable, you agree to an amendment by Smoney-crypto of such provision to provide for enforcement of the provisions intent, to the extent permitted by applicable law.

## **15. Governing Law**

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The Terms are governed by and construed in accordance with English common law. The uk Business Companies Act 1994 is the principal legislation that governs corporates in the United Kingdom .