

## **Terms and Conditions**

Thank you for choosing INLOCK (Variance Hodling Korlátolt Felelősségű Társaság, as a Service Provider taxno: 26248383213, company number: 13 09 203124) service.

The Terms and Conditions of this document apply in full force and effect to your use of this Website, and by using this Website, by using our application or using our API (all of these together INLOCK services), you expressly accept all Terms And Conditions contained herein in full. You must not use this Website if you have any objection to any of these Terms and Conditions.

Accepting the Terms and Conditions, creates a contractual relationship between you as customer and the Service Provider is registered under the laws of Hungary as limited liability company. The following expressions like, "INLOCK," "we," or "us" and similar refers to the Service Provider.

**Please read these Terms of Use carefully before using the INLOCK website located at <https://inlock.io> or any services made available through INLOCK.**

### **Additional provisions**

INLOCK reserves the right to change or modify the Terms and Conditions contained in this document, including but not limited to any policy or guideline of INLOCK services, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms and Conditions to INLOCK website and changing the "Last Revised" date at the bottom of the Terms, or by emailing users at their provided email addresses, or by any other means as determined necessary by INLOCK. The decision of which notification chosen is INLOCK's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to INLOCK or at the instant that INLOCK transmits the information to the users (e.g., via email). These changes will apply at that instant to all the current and subsequent uses of INLOCK platform. You waive any right you may have to receive specific notice of such changes or modifications.

Your continued use of this INLOCK acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use INLOCK, you must stop using all INLOCK services immediately.

### **Permissions**

With the use of INLOCK site, you declare the following: You are at least 18 years of age and understand the consequences of accepting Terms and Conditions and using services of INLOCK;

You will never use or attempt to use any INLOCK service on behalf of any 3rd person or you do not use your account to fulfill transactions of any 3rd party;

If you would like to register an account on behalf of a legal entity (firm, investment fund or cooperating organization), you must complete the extended registration process for businesses.

You do not use more than one INLOCK account; you do not use any other users account, you do not access any other users account and you do not support any third person to gain access to any other INLOCK account;

You provide coverage of your planned transaction on your INLOCK wallet with the required amount of Cryptocurrency before you initiate your transactions;

You won't deposit or transfer any currency to your INLOCK account which is not consistent with **the deposit requirements** (see: *deposits section*);

You do not use or attempt to use your INLOCK account for any illegal activity or to violate Export Control and Fines requirements of Service Provider.

All listed terms of Permission section affects the entire Terms and condition document.

You understand and accept by opening your INLOCK account, Service Provider, without preliminary notification may terminate, suspend or restrict any of its customer's account which demonstrably or reasonably suspected to violate the Terms and Conditions using inlock.io website or any INLOCK services.

## **Dangers**

Before you start to use inlock.io site or any INLOCK services, you must make sure; you understand the dangers and the risks involved in trading of cryptocurrencies. Cryptocurrency markets are extremely volatile. The prices of cryptocurrencies could change significantly in a short period of time; hence your asset value may dramatically change in a short period of time in positive or negative direction. Other risks may occur that are not listed or described in Terms and Conditions as well.

You have to recognize your financial status and risk-taking ability to ensure your decisions are well-founded when trading with cryptocurrencies. You agree and accept; you are the only accountable person for, and you are solely responsible for your actions and for every decision related to your trading activity.

## **Electronic Communication**

You agree and consent to receive electronic communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that INLOCK provides in connection with your Account or use of INLOCK Services. You agree that INLOCK may Communicate by posting changes via the Services, by emailing them to you to the email address you provide, or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's standard 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.

It is your responsibility to keep your email address or mobile phone number up to date with INLOCK so it is able to communicate with you electronically. You understand and agree that if INLOCK sends you electronic Communication, but you do not receive it because your

email address or mobile phone number is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, INLOCK 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 INLOCK 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 sending such information to support email [support@inlock.io](mailto:support@inlock.io). If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by INLOCK is returned, INLOCK may deem your account to be inactive, and you may not be able to complete any transactions via our Services until we receive a valid, working email address or mobile phone number from you.

You can withdraw your consent to receive electronic Communications any time by sending a withdrawal notice to our support email [gdpr\\_request@inlock.io](mailto:gdpr_request@inlock.io). You agreed, if you decline or withdraw consent to receive electronic Communications, you are endangering the safety of your INLOCK account. Service Provider reserve the right for suspending or terminating your INLOCK account, if you do not accept or withdraw your consent for electronic Communications between you and INLOCK.

### **Identity verification**

Service Provider KYC - Know Your Customer - process meets the highest requirements, and we perform the KYC operation with the utmost care to support AML - Anti-money laundering - initiatives and to avoid any form of terrorism financing. INLOCK is a self-governed organisation, and operates in European Union. Our AML and KYC directives reflects to the most recent EU 5. AML directive and verified by an EU FIU member organisation.

To ensure that we meet our standards, we require our customers to prove their identity with valid documents and providing appropriate personal data when they open their INLOCK account. The quality and depth of identity verification significantly depends on the customers residency and range of deposit/loan amount they intend to use. In the existence of certain circumstances Service Provider may apply EDD - Enhanced Due Diligence on given INLOCK accounts. You agreed to submit yourself to this kind of due diligence at any time.

Service Provider reserves the rights for restricting or suspending your INLOCK account if - in our exclusive jurisdiction - we consider it justified you have to provide further identity verification or EDD. Service Provider also reserves the rights to terminate your INLOCK account if you provided false data, or is suspected to be false data, or you refuse to provide necessary data during identity verification or EDD process.

You agree and consent that after your successful identity verification you have to provide additional information to the Service Provider in case any relevant information has changed, including: renewed identity informations, changed residential address or change in any of your personal informations.

You agree and consent that your transactions on your INLOCK account may be delayed or your access to your account will be restricted or suspended during the Identity verification process or EDD process.

### **Information management.**

Service Provider is obliged to hold and store specific data collected during identity verification and EDD processes and keep lists from these data. This requirement remains active even if you are no longer in a legal relationship with Service Provider. INLOCK reserves the right to hold and store these data for the required period. You agree and consent to Service Provider recording and saving this data and documents, including obligation period after you closed your INLOCK account.

### **The wallet enables you to send, receive or store cryptocurrencies (collectively wallet Transactions).**

#### **Supported cryptocurrencies.**

The wallet service supports various cryptocurrencies decided solely by INLOCK ("Accepted cryptocurrencies"). The accepted cryptocurrencies are subject to change from time to time. You must avoid initiating any wallet transaction using any cryptocurrency that is not supported by INLOCK. You accept and agree that you won't have access to, you won't have a claim, or you won't have any right to any kind of cryptocurrency, that is sent to your wallet address managed by INLOCK but it is not matching with our accepted cryptocurrencies or that cryptocurrency which is sent to your INLOCK wallet address, but it belongs to another kind of cryptocurrency. For example, you won't have access, and you won't have the right, and you can not claim Bitcoin Cash (BCH) that was transferred to your Bitcoin wallet address.

#### **Transaction orders.**

INLOCK executes your wallet transactions according to your orders and you get electronic notification regarding the result of the request. You accept and agree that Service Provider does not guaranty for any users, receiver partners or any other parties data validity during of Wallet transactions. Exclusively you are responsible for appropriate data verifying during your purchases and proper inspection of transaction information before you record any orders using INLOCK. Service Provider does not have a control or responsibility regarding the quality of goods or services that you purchased from any third parties or sell to any third party. INLOCK platform does not take responsibility nor act on behalf of the customer in any case if this customer cannot log in for any reason or do not want to log in (for any reason) to the platform. To record any wallet transactions or cryptocurrency transactions the customer have to use INLOCK platform, INLOCK mobile application or the API provided by INLOCK.

#### **Receiving cryptocurrency**

You can receive supported cryptocurrencies to your INLOCK wallets if you give your address of the receiving account of your wallet to the sender. We only credit those transactions in your receiving wallet on your account that is initiated in accepted cryptocurrencies and sent to the address receiving account that supports the given cryptocurrency. For example, If you receive ETH it will only be credited on your account if it was sent to your ETH wallet address.

### **Receiving of wrong/mistaken transfers**

In case if you are aware, suspect / able to recognize or may suspect the crediting of any crypto accounts or currency account was a mistake you have to signal it immediately to Service Provider's help center with an attached certificate of the transaction. You accept and agree on that you do not claim, and you are not entitled for any crypto nor other currency amount that was credited one of your accounts by mistake, you should immediately transfer back the entire amount based on the instructions of INLOCK platform.

### **Deposit**

After completing the KYC process you can deposit cryptocurrency on your wallet (see the Terms of Identity verification) using crypto transfer from your external account.

The payment process that you initiate to fulfill a deposit in cryptocurrency depends on regulations based on your residency. In case of using an approved deposit procedure and if your deposit transaction satisfies the Terms of Deposit (below detailed) your deposit will be credited on your Wallet.

To comply with the law and procedure requirements strictly, you have to satisfy the following criteria (Terms of deposits):

To fulfill any deposits, your external account have to be registered under your name. You can fulfill the deposit from your external account only in the cryptocurrency that satisfies your country or region deposit procedure requirements.

### **Swap.**

The owners of Wallets can use purchase and sell services to buy a given amount of cryptocurrency or sell cryptocurrencies on a published exchange rate.

You accept and agree on if you use prompt purchase or sell: when you submit prompt buy or sell order on inlock.io site through your account INLOCK records your request, and inform you from the applicable rates. The prices are calculated based on other exchanges open exchange rates. Service Provider acts according to your order during the transaction execution;

Service Provider does not act as your broker, agent, adviser, or any form of agent and any information or communication provided by INLOCK on Inlock.io is not considered as advice on immediate sale or purchase transactions. Your purchase or sales transaction is not considered to be advised by INLOCK.

When you place an order to buy or sell supported crypto devices, we will give you the recommended conversion rate. On Inlock.io, prices are derived from external sources, so you acknowledge that the offered exchange rate is the exchange rate at the moment of placing the order.

When executing an immediate sell or purchase transaction, you accept the recommended conversion rate, including its components; for each immediate sale or purchase transaction order, we set a quantitative limit (see Fee Schedule); Service Provider does not provide warranty for any service or service failure, delay or other malfunction may occur during the immediate sale or purchase service.

Before confirming your Instant Sale or Purchase Order, you must make sure that there is an adequate amount of accepted cryptocurrency available for purchase or sell and you accept the recommended conversion rate. Service Provider cannot and does not want to reverse a transaction that has already been executed.

Service Provider reserves the right, at its sole discretion, to delay or reject any immediate sell or purchase transaction in case of suspicion of fraud or illegal activity, or for the assignment of a defective order. Service Provider is not responsible for any delay or non-performance for immediate sale or purchase transactions.

### **Financial activities on Inlock.io**

INLOCK is a platform that provides various cryptocurrency services for customers who have experience or knowledge of similar platforms. The use of INLOCK platform is entirely at your own risk.

INLOCK service is not available to all citizens of all legal systems. This section of the Terms applies to those who have access and / or are already using INLOCK platform. By accessing and / or using the Platform, you agree that:

Any activities that occurs on the INLOCK site is automation based on the parameters you specify cannot be revoked. In case of errors due to technical problems in the internal system of Service Provider - within its own sphere of influence - will do everything it is able to reverse or otherwise correct the execution of the transaction.

All services through the INLOCK platform is based on Service Provider pricing as defined on Fees section. By using INLOCK Platform, you agree and accept the applicable rates; Service Provider does not take any responsibility for the trouble-free operation of INLOCK Platform;

Service Provider may, at its sole discretion, refuse any claim, set limits on the amount authorized, or impose any other conditions or restrictions it may deem necessary to use the

INLOCK Platform. For example, we may limit the number of open orders you specify, or restrict trading in certain locations. Service Provider reserves the right to introduce such measures without prior notice.

## **Service**

The Company's website provides a platform ("INLOCK Platform") for various services and protocols on the different blockchain and centralized providers, including token lending protocols and other protocols. Thus, the Company:

(a) is not a party to any contract, including any debt agreements, entered into/agreed upon by users of INLOCK Platform;

b) does not act as a creditor and does not provide credit through the use of the INLOCK Platform, the Website or the Protocols;

(c) is not a regulated marketplace, exchange, or intermediary of any kind; and

(d) Except as specified in these Terms of Use, any user of the INLOCK Platform or the Website shall not enter into any other contractual relationship or assume any other obligation.

Software protocols (eg, but not limited to Ethereum network protocols) that govern the creation and financing of transactions related to the INLOCK Platform ("Transactions") are not owned or controlled by using the Company. By using INLOCK Platform, you agree and accept that:

- (i) we are not responsible for the operation of the protocols and we do not warrant the functionality, security or availability of such protocols;
- (ii) the operating protocols of the underlying protocols may vary, without any influence of the INLOCK platform, and these changes may significantly affect the value and function of the related transactions.

The Company is therefore not liable and responsible for any damages or obligations arising from the use of the INLOCK Platform or the transactions the users concluded (or attempted). You agree that the INLOCK Platform is neither principal nor trustee of users and you do not assume any liability, liability for any damages, nor any costs, including attorneys' fees from the company, arising from the fact that you take action or fail to take any action based on the information provided by us.

THE WEBSITE AND THE COMPANY HAVE NO RESPONSIBILITY RELATED TO ANY LENDING OR BORROWING OF TOKENS OR CRYPTOCURRENCY. YOU ACKNOWLEDGE THAT THE LENDING AND BORROWING OF TOKENS AND CRYPTOCURRENCY AND ACTIVITIES RELATED TO SUCH LENDING AND BORROWING INVOLVE SUBSTANTIAL RISK, INCLUDING THE POSSIBILITY OF COMPLETE LOSS OF ALL VALUE ASSOCIATED WITH THE TOKENS,

CRYPTOCURRENCY, AND COLLATERAL. YOU ASSUME ALL SUCH RISK. YOU ALSO ACKNOWLEDGE THAT THE COMPANY DOES NOT PROVIDE OR ENDORSE ANY TOKEN LENDING PROTOCOL OR ANY OTHER PROTOCOL ON THE ETHEREUM BLOCKCHAIN. THE COMPANY, THEREFORE, IS NOT LIABLE FOR YOUR USE OF ANY TOKEN LENDING PROTOCOL OR OTHER PROTOCOL. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU (AS A LENDER OF TOKENS OR OTHERWISE) COMPLY WITH ALL LAWS OF ANY JURISDICTION THAT MAY APPLY TO YOU AS A RESULT OF YOUR TRANSACTIONS.

### **Transaction and wallet management**

You are solely responsible for maintaining your own private or API keys and monitoring the Transactions on the underlying protocols. We are not responsible for your failure to adequately monitor your Transactions and Loans, which may result in your failure to make timely payments and the loss of collateral. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Transactions you entered through INLOCK Platform. We have no obligation to send you any notifications, including reminders regarding payment or collateral status. You should not rely on any such notifications, if any, and your reliance on any such communications from us is at your own risk.

INLOCK Platform strives for continuous availability, but due to the nature of the blockchain protocols used, it has no full control over their service availability, so it is not responsible for ensuring the availability of all services at all times. On the INLOCK Platform, users act in their own power regarding credit applications, and credit offerings, and their parameters, the platform has no direct or indirect capability to influence their actions.

### **Permitted uses**

You represent and warrant that you are at least 18 years of age and you have full power and authority to agree to these Terms of Use. We do not intend for the Website to be used by persons or entities in countries or jurisdictions that require us to obtain a registration or license. If you are in such a country or jurisdiction, you are not authorized to and agree that you will not use the Website. You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not:

(a) to use the Website in any way that violates any applicable federal, state, local, or international law or regulation;

(b) use the Website for any unauthorized, fraudulent, or malicious purpose;



(c) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability;

(d) use the Website in any manner that could disable, overburden, damage, or impair the site;

(e) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the materials on the Website;

(f) to access systems, data or information not intended by us to be made accessible to a user;

(g) to obtain or attempt to obtain any materials or information through any means not intentionally made available by us; or

(f) to use the Website for any use other than the purpose for which it was intended.

#### **Collateral handling for Loan service:**

You agree and accept, that the minimum overcollateralization (loan-to-value) level for borrow requests is 90%, and the universal collateral liquidation level is 95,14%. Reaching the collateral liquidation level results in a final and immediate termination of the collateral, and the associated fees are automatically deducted in association with this event. Furthermore your collateral will be used to pay your loan back and your lending contract will automatically be closed. Upon taking any loan a minimum of 10 days of interest is to be paid. For the full duration of the loan all collaterals are locked in multisign wallets, this ensures that no single entity is able to access or misuse these stored assets.

You agree and accept, that the platform is send electronic notification when your margin level is reach predefined levels. INLOCK Platform started the margin call level when the collateral margin level is reached the 80%. Platform also send notification on the following levels: 80%, 83.3%, 87%, 91% and 94.3%

You agree and consent, that Inlock takes all necessary to inform you regarding your running loan's collateral level status with the measures below.

#### **Savings account, Automatic Interest creating:**

Our clients automatically receive interest on the cryptocurrencies stored in their Savings Account. Savings account is the default wallet for clients, all unused deposits automatically located in Savings Account.

Clients can deposit and withdraw cryptocurrencies anytime and any amount from the Inlock Savings Account and they can expand their balance anytime, while the new balance is automatically added to the Savings Account.

To access the platform, enter the [prod.inlock.io](https://prod.inlock.io) website or the Inlock mobile application, where you will find the deposit option for that cryptocurrency. Interest is accounted for daily and credited on a weekly basis. Interest is paid in the same currency as the one stored in the Savings Account by default, except if the client particularly asks for receiving the weekly paid interest in ILK tokens.

The amounts deposited in the Savings Account starts to carry interest from the first full day. In case of withdrawing, interest can be credited after cryptocurrencies stored in the Inlock Savings Account until the last closed day. Interest is paid on a pro-rata basis. Interest periods start every Wednesday at 0:00 AM and end on the following Tuesday at 23:59. Service Provider publish the valid interests for the given periods a day before (on Tuesday) in newsletters and on our social media channels. Current and previously applied interest rates also available on the following link: <https://api.inlock.io/inlock/api/v1.0/public/apr/history/BTC>

The credited interest produced on the given week also continues to carry interest! The interest rate for a given period may differ slightly each week. Regarding the extent of the change, Inlock is not bound by any framework, but it seeks to ensure that the extent of the change does not exceed 25-30 basis points.

### **Savings Account, Interest payment entitlement**

The Client is not entitled to pay interest on the part of its assets for which the following conditions are true: it is used as collateral for a loan, it is in a running limit order on the token market, it is being withdrawn / disbursed, it is blocked for other reasons. In the case of Swap Transactions, no interest is charged on the exchanged assets on that day. Amount that withdrawal started but canceled before execution will bear no interest for that day.

### **Savings Account, applied and announced interest (APY)**

The interest rates indicated for certain crypto assets are valid for one year of continuous placement. These interest rates may vary by clients, depending on the amount of ILK token they store in their accounts. The ILK token is the proper, native token of the Inlock platform, and owning them comes with several benefits. One of the most prominent is receiving higher interest. To reach higher interest rates, clients must own at least 25,000 ILK. In this case, the amount of interest paid weekly on the published interest rates increases by 5%. This increase in volume is 12% for owning 100,000 ILK and 20% for owning 1 million ILK. Inlock reserves the right to change, introduce or cancel new levels of the three fixed amounts of bonuses listed above. However, in all cases, Inlock must inform clients in advance.

## Fees

The fee table for transactions through inlock.io website is below. Service Provider reserves the right to change the rates at any time and publish them by updating it. Under certain conditions and under its own authority, Service Provider may notify its selected customers of changes that are of particular importance and have a significant impact on these customers.

The fees that are deducted in ILK are estimated based on the actual price level of IBI (INLOCK BASE INDEX).

<b>INLOCK fee schedule</b>	Unit	Fee
eWallet management/internal exchange between cryptocurrencies/ deposit cryptocurrency	-	Free
Using ILK Token Market to MARKET SELL ILK Tokens (taker fee)	gain	1%
Using ILK Token Market to LIMIT SELL ILK Tokens (maker fee)	gain	1%
Using matching service and get lender's offers	-	Free
Lending contract creation (origination fee)	-	Free
Add extra collateral to existing contract	-	Free
Get additional loan value from existing contract (instant credit	-	Free
Partial or full loan repayment	-	Free
Collateral termination on margin call level	Collateral	max 5%*
Contract termination on due date without repayment	Collateral	max 5%**
Contract termination from locked collateral	Colateral	1%
Swap between cryptocurrencies	-	Free
Internal transfer between inlock customers	-	Free
*: To avoid the risk from sudden market changes the Collateral Manager is able to start the termination of the collateral 5 percent on the top of preselected margin call level. Final ILK cost of terminations calculated based on the actual termination price.		
**:Prior to the due date, the Borrower will receive several notifications about the contract's status, if the Borrower chooses to ignore the repayment, this general rule will be applied.		

### Deposit and Withdrawal Fees.

The deposit of supported cryptocurrencies to your Inlock.io site is free of charge. The sending of the supported cryptocurrencies from the wallet of Inlock.io is subject to a network fee, the exact amount depends on the actual network status. You can track all orders for your portfolio in the Transaction History of your personal account.

Actual fees and minimal amounts can be found online on the following link: <https://api.inlock.io/inlock/api/v1.0/public/fees?lang=en>

Minimal withdrawal amounts: INLOCK reserves the right to apply minimal withdrawal amount per coins. This is requests to keep network fees low. Customer can contact with INLOCK support when wants to request a withdraw with amount below the limitation. Customer can view the current minimal withdrawal limitations in the applications.

Waived withdrawal fees: Inlock waived at least on withdrawal network fee per month for customers. Based on customer's ILK token balance, INLOCK provide free (waived) withdrawals montly basis. Customer's free (waived) withdrawals are recharged on the first day of each month.

### **Swap request fees.**

The recommended exchange rate for any buy or sell order placed through the Instant Buying or Selling Service includes the percentage of Service Provider procedural fees applicable to the respective transaction, which varies according to market conditions (see Terms and Conditions).

### **Account Security**

Security is a very important issue and INLOCK will do everything in its power to secure your INLOCK account, however:

you are solely responsible for your INLOCK account, your Personal Identification Number (PIN), or information about your INLOCK account if it is linked to your INLOCK account; follow all security measures, including your mobile phones and the number of mobile phones that will be sent the verification codes. In case of security breach (loss of phone) you should immediately notify us at [info@inlock.io](mailto:info@inlock.io).

Keep your phone and check its availability to receive appropriate notifications from INLOCK. Keep your email account, phone number, confirmation codes, and your INLOCK Account safe.

Failing to keep the necessary security measures could result in unauthorized access to your INLOCK account. Service Provider is not responsible for any loss/theft/harmful activities that originates from your negligence, or from ignoring the system messages/alerts from INLOCK.

Your INLOCK Account may be compromised or affected by phishing, spoofing, or other attacks, computer viruses, spywarer, Trojan viruses, computer worms, or other malicious programs that may affect your computer or other devices. Service Provider strongly recommends that you regularly use reliable anti-virus protection and prevention programs, and keep in mind that SMS, email, and search engines are also at risk of spoofing and phishing attacks.

Be careful with messages that are sent by Service Provider and if you have any suspicions about the authenticity of this type of communication, log in to your INLOCK account via the

inlock.io website (specifically <https://www.inlock.io> via a domain, not through any other website or domain that refers to or associated with Service Provider), and to verify transactions or activities that you may have requested.

In the broadest legal sense, you agree that you are fully responsible for all activities on your INLOCK Account and accept the risks of unauthorized access to your INLOCK Account.

### **Private keys.**

Service Provider safely manages and stores the Accepted cryptocurrency private keys ("Private Keys") for each INLOCK Account. You agree that Service Provider retains all ownership and control over the Personal Keys of your INLOCK Account and that you do not hold any rights, control, access or use of these. For example, but not exclusively, Service Provider:

Does not accept or follow instructions to show Private Key Data; does not grant access to any amounts stored on the wallet exceeding your personal balance.

INLOCK does not allow you to create another public address with your Private Key only that belongs to your INLOCK Wallet. Service Provider does not credit any amounts of your cryptocurrency sent to the public addresses which were not created through your personal INLOCK Wallet.

### **Availability of Services**

We will do our best to ensure that our services operate continuously, but Service Provider does not guarantee that you will always have access to inlock.io website and your INLOCK account. In addition, we do not guarantee continuous access to the inlock.io website or to your INLOCK Account and cannot ensure that inlock.io website, INLOCK API, your INLOCK account, and or any of the services listed above operate without interruption there may be delays, injuries, errors, lack of data or data losses in the information flow.

### **Transactions on the cryptocurrency network**

When sending and receiving cryptocurrencies on your INLOCK Account, transactions must be checked in public registers belonging to the relevant cryptocurrency network (eg. the Bitcoin network, Ethereum or Litecoin network). This cryptocurrency network is solely responsible for the authentication and approval of transactions. Service Provider may not approve, delete, or reverse a transactions executed on the cryptocurrency network unless it has been returned to you by the network. You agree that:

as soon as the transaction is transmitted to the cryptocurrency network, it remains unconfirmed for a specified period of time until sufficient information is available to check its validity. While in pending status, the transaction is not executed. Amounts allocated to pending transactions are appropriately marked and do not belong to your INLOCK Wallet balance or useable to execute other transactions;

When you send cryptocurrency from your INLOCK Account, you authorize us to forward your order to the appropriate cryptocurrency network. Once the transaction order is included in the relevant cryptocurrency network, the network automatically fulfills or rejects the request and neither you nor Service Provider is able to delete or otherwise modify your transaction.

Cryptocurrency networks are made up of decentralized networks managed by independent third parties. These are not owned, controlled, or operated by Service Provider, and we cannot guarantee that any transaction data you have provided will be accepted by the relevant cryptocurrency network. You agree that any data you provide may be delayed or denied by the network that executes the transaction on the cryptocurrency network.

### **Networking protocols and operating rules.**

The basic software for controlling the operation of Accepted cryptocurrencies is open source. Consequently, anyone can use, copy, modify and distribute, Service Provider does not own or control it. By using Inlock.io, you agree that:

Service Provider is not responsible for the operation of any core software protocol of the cryptocurrency network and does not guarantee its availability, security or functionality;

Cryptocurrency Networks basic software protocols are exposed to the risk of sudden changes in operating rules (known as "forks") and can greatly affect the value, operation, and / or name of the cryptocurrencies that you own and store on your INLOCK Account. In case of such fork, Service Provider - with or without notice to its customers - can temporarily suspend its operation - and decide in its sole discretion which or both branches are fully supported by the modified protocol;

and if Service Provider decides not to support a modified branch, you will not have access to the assets on this branch. Service Provider manages this property and is not obligated to sell or to buy it.

### **Account closure**

You can close your INLOCK Account by contacting our support with your closing request. Service Provider executes a request as soon as the (i) balance of the Local Currency and Cryptocurrency Wallet is below the Minimum Closing Amount and (ii) has not performed a transaction on its INLOCK Account for at least 30 days. These terms and conditions are set to protect you from loss and Service Provider will not execute your closing request until they are met.

You Accept and acknowledge that after closing your INLOCK Account: You will no longer have access to it;

Under no circumstances shall Service Provider notify you or provide you with the cryptocurrency that was sent to your address; and Service Provider reserves the right (but not obligated to) delete any information and account information stored on its servers, and reserves the right to retain any information it deems necessary for legal or operational purposes.

If you close your account and you have remaining Local Currency or cryptocurrency on your INLOCK Wallet when closing your account (eg. less than the Minimum Closing

Amount), you agree that this amount will be withheld by Service Provider and you do not have right to claim it. The Minimum Closing Amount is 10.00 USD (or ten US Dollars) or equivalent Currency at the time of closure.

You agree that Service Provider is not obligated to you or any third party to delete Account details or personal information in case of account closure.

### **Restriction, suspension, termination**

Service Provider reserves the right to limit, suspend, or terminate your INLOCK Account if: we suspect that your Account has transactions which are a result of a failure or malfunction, in which case we may suspend your access until the issue is corrected;

we suspect that your INLOCK Account is being used for illegal purposes, fraud, or forbidden activities, or has been used or violated these Terms;

we suspect that you or your INLOCK Account is connected or has a significant risk of money laundering, fraud, terrorist financing, or other financial crime; we may suspect that you are taking steps to circumvent the control of Service Provider, including but not limited to the opening of multiple INLOCK Accounts; we suspect that you have attempted to gain unauthorized access an INLOCK Account;

Your INLOCK Account is under regulatory or state control, or it appears to be under and / or within our jurisdiction to hold a high risk of legal or regulatory non-compliance with your INLOCK Account; we have a duty to do so on the basis of ordinary termination, court judgment, or instructions from other state or supervisory bodies; or its name is on the sanction list of a state or international organization.

Service Provider shall take reasonable efforts to notify you of any decisions that may result in the limitation, suspension or termination of your INLOCK Account, unless prohibited by any state, supervisory, or legal body, or if this would endanger the security of Service Provider and / or risk procedures. Agree that Service Provider is not obliged to provide you with information about the fact or reasons for deciding to limit, suspend or terminate your INLOCK Account and is not liable for limiting, suspending, or terminating your INLOCK Account.

### **Financial advice**

Any information on the inlock.io website or in the form of a message received through your INLOCK account, from an employee, agent or associate member of INLOCK under no circumstances is financial, investment or professional advice by any means.

You are the sole responsible for any decision you make with respect to keeping, selling or receiving cryptocurrencies and these decisions should take into account your risk-taking

ability and financial circumstances. For more information about such risks please consult your legal or tax advisor to determine your position.

## **Taxation**

You are solely responsible for determining the amount and type of taxes that apply to transactions on your INLOCK Account, and for recovering, retaining, reporting, and submitting this tax to the appropriate tax authority.

## **Export control and sanctions**

The use of inlock.io website is subject to international export control and economic sanctions. You agree to comply with these requirements in all circumstances when using inlock.io website or your INLOCK Account including but not limited to send, receive, sell, store and trade cryptocurrencies, In particular, but not limited to the generality of the following, you may not open, use or access any INLOCK Account if:

You are living in a country or a country that is under United States embargo, sanctioned by the United Nations, sanctioned by the United Kingdom Treasury, or listed on the United States Treasury Special Envoy List or the United States Department of Commerce. List of Individuals, List of Unidentified Persons, Entity List or Financial Penalty List of the United Kingdom Treasury; or you are attempting to deliver or transact any acquired or stored cryptocurrency to persons listed on any of the above-mentioned lists.

## **Prohibited activities**

You may not use your INLOCK Account to perform any of the activities or categories of activity listed below (each "Prohibited Activity"):

to violate any law, regulation, regulation or rule;  
including, but not limited to, money laundering, terrorist financing, illegal reception and malicious hacking; Violent acts, including, but not limited to, unreasonably or disproportionately endangering the infrastructure of Service Provider, or otherwise cause malfunction, which may have a negative impact on the operation of the inlock.io website, the assessment of Service Provider.

Attempting to gain unauthorized access to the inlock.io website or any INLOCK Account; to send or upload any material to the inlock.io website containing a virus, Trojan horse, worm, or any other malicious program; or transfer your access to your INLOCK Account or your INLOCK Account to a third party, without prior consent from INLOCK unless required by law. Fraud, including but not limited to the use of Service Provider or any of its clients, or the provision of related false, inaccurate or misleading information; transactions relating to objects which may facilitate or allow the execution of illegal acts; suitable for promoting hatred, violence, or racism, or promoting it; considered obscene; or stolen goods or illegally



obtained; to conduct transactions over TOR network, online betting sites; selling or receiving drugs or regulated drugs; intellectual property rights.

Using cryptocurrency mixer or other way to hide your blockchain evidences also prohibited activities. In this case Inlock have the right to stop deposits. Inlock platform also have right to cancel withdrawals when a customer want to withdraw funds to address connected to prohibited activities before.

By opening your INLOCK Account, you confirm that you are not using your account for any of the Prohibited Activities listed above, or similar or related activities.

### **Activities may be carried out with the prior written consent of Service Provider.**

You agree not to use your INLOCK Account to perform the business activities or categories of activity listed below, without obtaining the prior written consent of Service Provider:

financial services, including but not limited to the transmission of money or cryptocurrency, exchange or trading of currency or cryptocurrency, payment services, e-money, or other financing services; betting and gaming services; donations and religious / spiritual organizations; consumer loans, including but not limited to collateral or lending without cash, or cash loans; investment funds, real estate trading or brokerage services.

We reserve the right to limit, suspend, or terminate your INLOCK account if, within our own competence, we assume that you are using INLOCK's services to perform any of the above or similar or related activities without obtaining Service Provider s prior written consent.

### **Disclaimer of Liability**

The INLOCK platform, your INLOCK Account, and all related services are strictly provided "as-is" and "where-available" and Service Provider explicitly denies all responsibility while you accept all responsibility regarding the use of any service, whether direct or indirect. Including, but not limited to: the inlock.io Website, your INLOCK Account, and any related products and services are useable without warranty of any kind in regards to its merchantability, usefulness or fitness for any purpose.

Certain legal systems do not allow the exclusion of indirect liability in consumer contracts, so some or all of this section may not apply to you.

### **Limitation of Liability**

Under no circumstances shall Service Provider, its operational partners, or any contractor (including its directors, members, employees and agents) be liable for any direct, indirect, special, continuous, exemplary or criminal damages or any other damages, including but not limited to, loss of income, loss of business, loss of opportunity, loss of data, either by contract, damage or other, arising from the use, usability or inaccessibility of INLOCK platform and / or INLOCK Account, including but not limited to any damage caused by INLOCK, information or trust, or by mistake, interruption, deletion of files or emails, malfunction due to viruses, operational and transmission delays, or other operation errors,

whether Vis Major, communication failure, theft, corruption or unauthorized access to Service Provider's register, programs, or services.

Under no circumstances shall Service Provider and its sole operating entity or subcontractor (including its directors, members, employees, and agents) be held liable for any damage arising from the use of the Inlock.io website or the INLOCK Account ) exceeds the fees received by INLOCK from using your INLOCK account within six months from the date of the claim.

The limitation of this responsibility is as broad as possible within the legal system. Because some jurisdictions do not allow certain exceptions to certain warranties, limitations, or exclusions, some limitations of this section may not apply to you.

### **Indemnification**

In the broadest sense of the law, you agree to indemnify any action, obligation, expense, claim, loss, gain, or expense directly or indirectly by indemnifying Service Provider and its operating units or subcontractors (including its directors, members, employees and agents) due to an indirect loss or incurrence of a claim arising from the use or conduct of inlock.io website and / or Account, or because you have violated these Terms.

### **Disputes**

You and we agree to notify the other Party of any claim or dispute arising from the use of the inlock.io website or the INLOCK Account within 30 days of its occurrence in writing. You and we also agree that we will try to settle the dispute peacefully and reach settlement before bringing it to trial or other forum.

### **Governing Law and Dispute Resolution.**

This Agreement is governed by, and shall be construed and enforced under, the laws of the European Union, Hungary without regard to any choice or conflict of laws rules. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation it shall be finally resolved by arbitration administered in Hungary or such other applicable arbitration body as required by law or regulation, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties agree to waive their rights to a jury trial. If any proceeding is brought for the enforcement of this Agreement, then the successful or prevailing party shall be entitled to recover attorneys' fees and other costs incurred in such proceeding in addition to any other relief to which it may be entitled.

### **Waiver of Representation Procedure.**

In the broadest sense of the law, you and Service Provider agree that both parties may initiate any dispute against the other party in their own or individual capacity, and both waive their right to act in a group or representative manner against the other. In addition,

where the law allows, unless the parties otherwise agree, they seek resolution outside the court.

If the waiver of group action or representation is invalid under the applicable legal system, this waiver is invalid, but the remainder of the Legal Section remains valid and enforceable.

### **Mixed provisions**

The Complete Settlement. These Terms and Conditions create a full agreement between you and Service Provider regarding the subject matter and supersede any previous dispute, agreement or agreement between you and Service Provider (including but not limited to the former versions).

### **Separability.**

If any part of these Terms, and any additions to it from time to time, have been considered unlawful, invalid or unenforceable, in whole or in part under any legal system, the clause or part thereof shall be considered invalid and shall not become part of this Terms, but the legality, validity, and enforceability of the terms do not affect the rest of the agreement, so all other parts of the agreement remain in effect.

If any section or part of these Terms is deemed to be unlawful, invalid or unenforceable, the Parties shall replace this Section or Part with a lawful, valid and enforceable version that has the same effect or meaning as close as possible aligned with the purpose of these Terms and Conditions.

### **Transfer.**

You may not assign or transfer any of your rights or obligations under these Terms without the prior written permission of Service Provider. You agree that Service Provider may transfer all or part of these Terms, including, but not limited to: (i) a subsidiary or affiliate (ii) the acquirer of Service Provider's shares, business or assets; ) after the merger.

### **Change in control.**

In the event that Service Provider merges with or acquired by a third party, we reserve the right to transfer the information stored about you as part of a change of merger, acquisition, sale.

### **Force majeure.**

Service Provider is under no circumstance be responsible for any delay, malfunction or service outage that results directly or indirectly from circumstances beyond its control, including but not limited to, delays or failures in the event of a disaster, civil or military acts, acts of terrorism, civilian actions, war, strike and other work, fire, telecommunication failure,

or Internet service, or network services, device failure and / or software failure, other disaster, and any similar event outside our control.

Expiration of validity. All sections of these Terms naturally go beyond the validity and termination of these Terms, including, but not limited to, INLOCK Account Suspension and Termination Sections, the use of Inlock.io Website, disputes with Service Provider, and general sections, expiry of these Terms and Conditions.

### **Section markings.**

The markings of sections serves only convenience purposes it holds no additional meaning or significance.

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