


IQUICK.IO

IQUICK

TERMS OF USE

2019



Please read carefully this document before using this site, as it affects User's obligations and legal rights, including, but not limited to, waivers of rights and this agreement. This Terms of Use ("Terms") describes terms and conditions which you (User) shall follow to be able to use <https://iquick.io>. If User does not agree with this document, User shall stop using this site and/or platform.

Intellectual Property Notification: This document belongs to the IQUICK and has protected by copyright laws. It's copying and/or use by any third party in full or in part without prior written consent of the Platform is strictly prohibited.

TERMS OF USE

1. Enforcement & Amendments.

1. These Terms of Use constitutes a binding agreement between IQUICK and the user as soon as the user visits the Website and uses Services. By doing so, the user confirms that he has read and accepted these Terms of Use in their entirety before finishing the registration procedure.
2. The user accepts that Terms of Use may be updated by IQUICK from time to time. If the user does not read and accept the Terms of Use in its entirety he should not use or continue using the Website.
3. We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion. We will provide you by posting the amended Terms via our Website and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting on Website.

2. Provided Services.

1. IQUICK is a platform which provides you with a possibility to Exchange one type of crypto asset to another one and/or Exchange crypto asset to currency.
2. For the purposes hereof "exchange" shall mean an exchange of the crypto asset of one type to the crypto asset of another type at the terms and conditions set forth by exchanging parties, which is executed via the Third-party service in a respective block-chain network. When you exchange crypto assets you acknowledge and agree that the Exchange will be processed through the third-party exchange service with additional fees applicable to such Exchange. You acknowledge and agree that the exchange rates information made available via the Website are an estimation only and may differ from prevailing rates available via other sources outside of the Website.
3. "Assets" herein shall be deemed a type of assets which can be transmitted by means of block-chain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Ethereum, etc., to the full and absolute exempt of the securities of any kind.
4. To be able to use all the possibilities and functionality of our Services you shall go through the registration process and create an Account. An account is a user account accessible after the registration process and via the Services where the user may request to make an assets exchange.

3. When you create an account you oblige to:

1. use a strong password that you do not use for any other websites, online or off-line services;
2. provide accurate e-mail, which actually belongs to you and shall be, therefore, verified. The access to the services provided by the IQUICK without verification of the e-mail is not allowed;
3. maintain the security of your IQUICK Account and promptly notify us if you discover any suspicious activity related to your account;

4. Eligibility.

1. Prior to your use of the Services and on an ongoing basis you represent, warrant, covenant and agree that:

- you use our Services at your sole option, discretion, and risk;
- you are solely responsible for any applicable taxes which may be payable while using our Services;
- you agree and understand that IQUICK does not operate in prohibited jurisdictions. IQUICK maintains the right to select its markets and jurisdictions to operate and may restrict or deny its services to certain countries at any time;
- you are a sane person, who has the status of full civil capacity according to legislative norms; older than 18 (eighteen) years of age; excluding citizens of the following countries: Canada, British Columbia, Nova Scotia, Nunavut, Saskatchewan New Brunswick, Newfoundland and Labrador Northwest Territories, Yukon; United States: Alabama Wyoming, Nebraska. South Korea, - over the age of 19 (nineteen) years; and for citizens of the following countries: Taiwan, Tunisia, Japan, - over the age of 20 (twenty) years; and for citizens of the following countries: Bahrain, Guinea, Honduras, Egypt, Cameroon, Cote d'Ivoire, Lesotho, Madagascar, Monaco, Singapore, United States of America: Mississippi, Puerto Rico, New York, Chad, - over 21 years of age (twenty-one) years who,
- you will and consciously ready and willing to use the Services, understand your rights and assume the obligations expressly implied, as well as set out in this and other IQUICK agreements.
- you agree to pay the fees for exchanges completed via Website as defined by our Website, which We may change from time to time;
- there are risks, associated with Internet-based systems, such as the failure of hardware, software, and Internet connections and with the blockchain protocol, such as any malfunction, unintended function, unexpected functioning of or attack on the blockchain protocol;
- you guarantee that your crypto assets belong to you and they are not sold, encumbered, not in contention, or under seizure, and that neither exists any rights of third parties to your crypto assets;
- you shall provide correct information for constructing Exchange (e.g. paying and payout wallet address). Such wallet addresses shall not be associated with terrorism, fraudulent, scam or any type of illegal activity.

2. You further represent, agree and warrant, that you will not violate any law, contract, third-party right or commit a tort by accessing or using the Services, and that you are solely responsible for your actions and/or inactions while using our services. Without prejudice to the foregoing, you represent, agree and warrant, that you will not:

- use our Services or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;
- use our Services to participate in a fraudulent, scam or any type of illegal activity;
- exchange via our Services or attempt to pay-in crypto assets, which are obtained from illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities. With our Services the user can only use crypto assets, which are obtained from legal sources;
- provide false, inaccurate, or misleading information;
- attempt to modify, decompile, reverse-engineer or disassemble our software in any way;
- use any robot or other automated means or interface not provided by us to access the Services or to extract data;
- attempt to circumvent any content filtering techniques we employ or attempt to access any service or area of our Services that you are not authorized to access;
- develop any third-party applications that interact with our Services without our prior written consent;
- encourage or induce any third party to engage in any of the activities prohibited under this terms.

3. You indemnify and hold us harmless against any claims, demands, and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss

of use, loss of profits or loss of data or loss of assets, whether in an action in this terms including but not limited to negligence or otherwise, originated from or in any way connected with invalidity or breach of any of the provisions of this section and the entire terms.

5. Third-party content and Services.

1. For the purposes hereof "third-party Content" shall mean the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Website. At the same time "third-party service" refers to any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets, and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.
2. You may be charged fees by the third-party service provider. IQUICK is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.
3. You indemnify and hold IQUICK harmless against any direct, indirect, consequential or special damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in this terms or otherwise, arising out of or in any way connected with the aforesaid exchange rates discrepancy.
4. We do not control, endorse or adopt (unless otherwise expressly stated by us) any third-party Content and shall have no responsibility for third-party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of third-party Content, and your interactions with third parties, is at your own risk.

6. Intellectual Property.

1. All our intellectual property assets including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, and graphics are protected by local and international intellectual property laws and treaties.
2. We hereby grant you limited, non-exclusive access for your personal use only.
3. In any case, you may not use, sell, gift, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos.
4. The access granted under this terms will automatically terminate if we suspend or terminate your access to the Services or site.
5. In case you upload or share any feedback, suggestion, idea or other information or materials with us you automatically grant us a worldwide license to use your content. It becomes part of the public domain as long as it remains on our Website. It can be used for marketing or any other purposes at our sole discretion.

7. Communications.

1. You agree and consent to receive electronically all Communications, that IQUICK may be willing to communicate to you in connection with your IQUICK Account and/or use of our Services. For the purposes hereof "Communications" shall mean all and any communication, agreement, document, receipt, notice, and disclosure, which may be from time to time addressed to a user by IQUICK. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, IQUICK may suspend or terminate your use of the Website.

8. Limitation of Liabilities.

1. Except as expressly provided to the contrary in a writing by us, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content, and materials contained therein.
2. In no event IQUICK shall be liable for any direct, indirect, consequential or special damages, or any other damages of any kind, including, but not limited to loss of use, loss of profits or loss of data, to negligence or otherwise, arising out of or in any way connected with the use of or inability to use our services, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from IQUICK, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to IQUICK's records, programs or services.
3. Exchanges via our Site cannot be canceled after a transaction has been transmitted to the chain. Therefore, check the details of your exchange details before making such an exchange. IQUICK is not responsible for your crypto assets once they have been sent outside of the Website. Moreover, IQUICK doesn't guarantee the uptime of the exchange.
4. In no event shall the aggregate liability of IQUICK, whether in contract, warranty including negligence, whether active, passive or imputed, strict liability or other legal arising out of or relating to the use of, or inability to use, IQUICK or to these terms exceed the fees paid by you to IQUICK within month immediately preceding the date of any claim giving rise to such liability.
5. We strive to protect our users from fraudulent and scam activities in the sphere of crypto assets. It is possible, that some crypto assets are purposed for unlawful seizure of the property, or are construed as a fraud, scam or any other activity, recognized by the laws as illegal and/or non-compliant with legal requirements. We reserve the right to prohibit and discontinue any Exchanges on our Website with such crypto asset at our sole discretion, without any prior notice to you and without publication of the reason for such decision, whenever this comes to our knowledge. You indemnify and hold IQUICK harmless against any claims, demands, and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in this terms or otherwise, originated from or in any way connected with prohibition and discontinuation of exchanges in our website with any crypto asset.

9. Termination of the Terms.

1. We reserve the right to terminate these Terms and delete your IQUICK Account and registration (including your username and password) in the following cases:
 1. If for any reason we decide to discontinue to provide the Service, by providing at least a 3 (three) calendar days' notice (which shall be provided by e-mail);
 2. If we believe that you have breached any of the terms of these Terms, immediately without notice;
 3. If we decide to terminate our Services, immediately without notice.

10. Applicable Law and Arbitration.

1. You and IQUICK agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.
2. You and IQUICK agree to notify each other in writing of any dispute within 130 days of when it arises.
3. Any dispute, controversy, difference or claim arising out of or relating to the Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute

regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the arbitration under the Rules of The Arbitration Court of the Estonian Chamber of Commerce and Industry.

6. The arbitration proceedings shall be conducted in the English language.

11. Miscellaneous.

1. These Terms contain the entire agreement and supersede all verbal agreements and understandings between the parties regarding the Services.

2. In the event of any conflict between these Terms and any other agreement, you may think you have with IQUICK, this terms and other agreements published on Site will prevail.

3. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

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

5. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from IQUICK, including by operation of law or in connection with any change of control. IQUICK may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.