

IQUICK.IO

IQUICK

USER AGREEMENT

2019

Please read carefully this document before using the services of the 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. This applies to both the registered User and the site visitor.

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

USER AGREEMENT

This User Agreement (“Agreement”) is a contract between you and IQUICK. And applies to your use of the IQUICK products and services (collectively the “Service” or “Services”) available through <https://iquick.io> and other IQUICK access sites. In this Agreement, “you” or “your” means any person or entity using the Service (“Users”). Unless otherwise stated, “IQUICK” “we” or «our» will refer collectively to IQUICK. If you do not agree to be bound by the terms and conditions of this Agreement, you must not use or access our Services. Any use of the Services means you consent to this Agreement.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement. You use such Services completely at your own risk. This Agreement may be amended at any time by IQUICK and your continued use of Services will be your consent to posted amendments. All amended terms shall be effective upon posting on our site. As you read this Agreement, you must also access and read the information contained in the other pages and websites referred to in this document, or any amendment, or IQUICK website as they may contain further terms and conditions that apply to you as the IQUICK Service User.

1. Eligibility.

Our Service is not available to minors, persons who are suspended from our Service, or persons who are not lawfully permitted to use our Services or cannot enter into legally binding contracts or who present an unacceptable level of credit/legal risk or reputational risk. In order to use the Service, you must register for a personal or merchant account.

2. The Legal Relationship between You and IQUICK.

2.1. IQUICK acts as a cryptocurrency wallet facilitator and custodian to help you accept trades from and make trades to third parties and to hold your cryptocurrency assets. Whether as a collective wallet service or individual wallet we act as your limited liability custodian and facilitator based upon your direction and your requests to use the Services that require us to perform tasks on your behalf. All transactions in your account are under your risk and control, IQUICK will not restrict your use subject only to law and concerns of misuse of the Service or the public. IQUICK will at all times hold your tokens or coins separate from its corporate accounts, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose.

You acknowledge that:

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- IQUICK is not a bank or brokerage and the Service is a facilitation service but not a banking service;
- IQUICK is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as a limited custodian and Service provider.

You agree that you will not receive interest or other earnings in your wallet or account from the Services except by your own activities and IQUICK has no liability to you for your activities either conducted yourself or by an instruction to IQUICK. By initiating and sending transactions through the Service or adding to your balance, you appoint IQUICK as your nominee custodian to manage your wallet and other Services where such is appropriate in the opinion of IQUICK or by your instruction. Should IQUICK suffer any deficit or damage resulting from your use of the Services you shall indemnify IQUICK within five days of invoice. If you do not pay in such a time frame or payment is not sufficient to fund the deficit or damages IQUICK is authorized to obtain the same by debiting your account.

2.2. Internet Provider.

IQUICK acts as a Service provider by creating, hosting, maintaining and providing our Service to you via the Internet. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction and all risk of trades remains with you. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our site may be interfered with by numerous factors outside of our control.

2.3. Identity Authentication.

We use certain techniques to identify our users. Verification of Users is only an indication of an increased likelihood that a User's identity is correct. You authorize IQUICK, directly or through third parties, to make any inquiries we consider necessary to validate your registration. However, because user verification on the Internet is difficult, IQUICK cannot and does not guarantee any user's identity.

2.4. No Warranty.

We, employees and our suppliers provide our services as is and without any warranty or condition, express, implied or statutory. We, subsidiaries, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependent upon many factors outside of our control.

2.5. Limitation of Liability.

In no event shall we, subsidiaries, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, our service, or this agreement however arising, including negligence. Our liability, subsidiaries, employees and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages and shall be limited strictly to the amount earned from the complainants in the six months preceding the claim. In the event that you have a dispute with third parties or one or more of us, you release IQUICK and our subsidiaries and employees from any and all claims, demands, and damages actual and consequential of every kind and nature arising out of or in any way connected with such disputes.

2.6. Indemnification.

You agree to indemnify and hold IQUICK, subsidiaries, affiliates and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference or your violation of any law or the rights of a third party relating to your use of the Service.

3. Fees.

3.1. All fees are posted on the IQUICK website, as amended from time to time.

4. Receiving Payments.

4.1. It is your obligation to ensure that payments are funded including FIAT or crypto funds as required to comply with and close a transaction. IQUICK shall have no obligation to ensure the integrity of the transaction and should it agree to intervene it does so without risk and based on an agreed fee structure. If reversal of funding occurs because you have used credit then you are fully and solely responsible for any resulting debt.

4.2. Funds in your wallet belong to you and may be transferred at any time. However, we reserve the right that in order to withdraw funds from your IQUICK wallet we may require you to provide IQUICK with a number of forms of identification and will require settlement of any outstanding amounts.

5. Sending Payments.

5.1. Your wallet belongs to you but we may require you to provide IQUICK with a number of forms of identification to ensure identity. IQUICK will never make transfers from your account without your authorization except for fees, costs and claims due and unpaid by you. All funds sent by you are at your sole risk.

5.2. When you send a payment to a third party through our Service, the recipient is not required to accept the payment, even if the recipient is already registered with IQUICK. The recipient may return the payment or, in some cases, use the IQUICK Service to deny payments that you send. Any payments sent through IQUICK that are denied or unclaimed by a recipient will be returned to you as soon as reasonably possible after the date of such denial and the date the funds are available to be sent to you.

6. Refund Policy

6.1. It is the nature of Bitcoin and the other cryptocurrencies on our website that all transactions are final with no method of chargeback or recourse for the sender of the funds. As such we are unable to reverse or provide refunds for any payment made through our payment system. This also applies if you contact us before the payment is completed but it reaches completion before we are able to respond.

7. Restricted Activities.

7.1. Your Information and your activities (including your payments and receipt of payments) through our Service shall not:

- be false, inaccurate or misleading;
- be fraudulent or involve the sale of counterfeit or stolen items;
- consist of illegal activities such as illegal drugs, money laundering, espionage, terrorism financing;
- infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- be obscene or contain child pornography or contain non-consenting performers;
- contain any viruses, Trojan horses, worms, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers;

- be in violation of any court order;
- be in breach of any legislation, including anti-discrimination legislation.

If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties.

7.2 Solely to enable IQUICK to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right to exercise the copyright, publicity, and database rights you have in your information, in any media now known or not currently known.

7.3 IQUICK and all related logos, products, and services described in this website are either trademarks or registered trademarks or copyright of Company IQUICK registered, or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of IQUICK. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of IQUICK and may not be copied, imitated, or used, in whole or in part, without the prior written permission of IQUICK.

8. Interference.

You agree that you will not use any robot other automatic devices, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the IQUICK site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is proprietary or is licensed to IQUICK by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content from our website without the prior expressed written permission of IQUICK or the appropriate third party. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties.

9. Privacy and Security.

We view protection of users' privacy as a very important principle. We do our best to store and process your information on computers. You should only log in to the official IQUICK site and your account. We will use data related to you and other users for our research and commercial purposes while protecting your information. If you object to your information being transferred or used in this way, please do not use our site and Services.

9. Closing Your Account and Remedies.

9.1. You may close your account at any time in accordance with IQUICK procedures. Upon closure of an account, any pending transactions will be canceled and any balances delivered to you or your wallet as instructed. You may not use closure of your account as a means of evading investigation - if an investigation is pending at the time you close your account, IQUICK may continue to hold your funds as appropriate to protect IQUICK against the risk of reversals or legal liability. If you are later determined to be entitled to some or all of the funds in dispute, IQUICK will make an additional payment of those funds to you. You will remain liable for all obligations related to your account even after such account is closed. If you do not access your account for a period of a year and we have been unable to contact you at the contact address on our records, your account may be terminated at IQUICK's election.

9.2. Remedies. Without limiting other remedies in this agreement or by law, if we have concerns regarding breach of this agreement or violation of law we may, without liability, immediately warn our community of your alleged actions, alert the authorities, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or make withdrawals from an the account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you. In addition, IQUICK reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure the integrity of the funds. Additionally, to secure your 6 performance of this Agreement, you grant to IQUICK a lien on and security interest in your account. In addition, you acknowledge that IQUICK may set-off against any accounts you own for any obligation you owe IQUICK at any time and for any reason not disallowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. IQUICK can consider this Agreement as your consent to IQUICK asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to any other rights.

10. Additional Services and Third Party Services.

We do or may offer payment pass-thru and other features or services via third parties. Any dispute resolution, refunds, or issues regarding those services or payments made through them must be taken up directly with those services and the User uses those services with no liability to IQUICK. When you request a conversion on the platform you understand that conversion services are conducted by third parties. You are responsible for funding both network fees for sending and receiving currencies and for the third- party conversion fee. In addition, certain third parties require external «know your client» to complete the transaction and you consent to all checks such parties require or do not use the facility. You use third party services at your own risk and are solely responsible for reviewing and understanding the implications of an external service provider.

10. General Contract Terms

10.1. Assignability.

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of IQUICK. IQUICK reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

10.2. Electronic Communications.

You agree that this Agreement constitutes a writing signed by you under any applicable law or regulation. Electronic Communications may be posted on the pages within the IQUICK website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communication, where direct, shall be made to your e-mail account as posted on our records and be deemed received whether you open it or not.

10.3. Legal Disputes.

In the event a dispute arises between you and IQUICK, you and IQUICK agree that any controversy or claim at law or equity that arises out of this Agreement or IQUICK's Services shall be resolved in accordance with articles of this Agreement below.

10.3.1. Arbitration.

Any Dispute shall be referred to and finally resolved by the arbitration under the Rules of The Arbitration Court of the Estonian Chamber of Commerce and Industry. The language of the arbitration

shall be English. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

10.4. Applicable Law.

This Agreement is governed by and interpreted exclusively under the laws of the Republic of Estonia. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by IQUICK, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.