

Effective Date: November 2024

MC Digital Services Pty Ltd Terms of Service

GENERAL:

Please read these Terms of Service (including all Annexes, "Terms") carefully, as they are binding and govern your use of MC Digital Services Pty. Ltd (ACN 664 400 695) ["MC Digital Services," "we", "us", "ours"]—through our websites and mobile applications ("Platforms")—along with any applicable third-party terms you may have agreed to as part of using or receiving our mobile applications (such as terms for the Apple App Store or Google Play, if applicable). By registering for an account with MC Digital Services, accessing the Platforms and continuing to use our Services, you agree that have read, understood, and accept all of the terms and conditions contained in this Agreement and will comply with these terms which may be amended and updated from time to time.

If you do not understand or accept all the terms and conditions in this Agreement, you must not register for an Account, access or use, or continue to access or use, our Platforms or any of our Services.

We may amend or modify this Agreement at any time and without prior notice, and you agree that the revised Agreement shall be effective from the time it is posted on the Coins.xyz site or such other date as may be indicated by us.

We may (a) modify or discontinue any portion of the MC Digital Services, and/or (b) suspend or terminate your access to the MC Digital Services, at any time, and from time to time, without notice to you pursuant to these Terms. You agree and confirm that we shall not be liable to you or any third party for any modification, suspension, or termination of any of the MC Digital Services, or suspension or termination of your access to the MC Digital Services, except to the extent otherwise expressly set forth herein or under separate written agreement with us.

In using and continuing to use MC Digital Services, you accept the following risks:

- a. Digital currency purchased using a bank account or credit card may be reversed at a later time, for example, if such a payment is subject to a chargeback, reversal, claim or is otherwise invalidated.
- b. A digital currency transaction may be unconfirmed for a period of time (usually less than one hour, but up to one day) and never completed if it is in a pending state.
- c. You agree that disputes between you and MC Digital Services Pty Ltd will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.
- d. Holding and trading of digital currency is high risk in nature. The price or value of digital currency can change rapidly, decrease, and potentially even fall to zero, and could cause large losses. Please consider carefully before purchasing or holding digital currency, taking into consideration your financial circumstances.

We make our services and Platforms available for users in many countries. Because of this, not all services are available on every Platform or in every location, and the services and Platforms may be provided to you by one of our affiliated entities.

1. INTRODUCTION

1.1 We are a proprietary limited company registered in Australia and operating as a Digital Currency Exchange Provider registered on the Digital Currency Exchange Register maintained by AUSTRAC. We are permitted to undertake Services, including the exchange of digital currency for money (whether Australian

or foreign currency) and money for digital currency (whether Australian or foreign currency), subject to the AML/CTF Act and any relevant conditions imposed by AUSTRAC.

1.2 Other than registration with AUSTRAC, MC Digital Services is not licensed or authorised by ASIC, Reserve Bank of Australia, APRA, or other regulators in Australia. Any complaints about our Services are not subject to the jurisdiction of Australian Financial Complaints Authority, or compensation under the Financial Claims Scheme administered by APRA.

1.3 For the avoidance of doubt, we do not provide financial products or services as required for an Australian Financial Service Licensee, such as advice to any users or clients, dealings or marketing of financial products, operating a registered scheme, providing custodial or depository service, providing trustee company services, crowd funding services, superannuation trustee services, claims handling and settling services or operating the business and conduct the affairs of a corporate investment vehicle.

2. OUR RELATIONSHIP WITH YOU.

2.1 We help you make payments to and accept payments from third parties. We also provide a digital currency wallet service where you can store your digital currency. We also allow users to buy and sell digital currency. We are an independent contractor for all purposes, and we do not have control of, or liability for, the products or services that are paid for with our Services. We do not guarantee and do not make any representations in any form or manner regarding the identity of any user or other party or ensure that a buyer will complete any transactions.

MC Digital Services Pty Ltd is an independent contractor for all purposes. MC Digital Services Pty Ltd does not have control of, or liability for, the products or services that are paid for with MC Digital Services. We do not guarantee the identity of any user or other party or ensure that a buyer will complete a transaction.

2.2 In relation to the Services, we may, acting reasonably:

- a. modify or discontinue any portion or all of our Services, and/or
- b. suspend or terminate your access to our Services, at any time, and from time to time, without notice to you.

2.3 You agree and confirm that we shall not be liable to you or any third party for any modification, suspension, or termination of any of our Services, or suspension or termination of your access to our Services, except to the extent otherwise expressly set forth herein or under separate written agreement with us.

2.4 You are responsible for your own access and use of your Account on the Platforms. We are not a money transmitter. We only assist our users on our Platform to engage in digital currency exchange and transactions.

2.5 Your Privacy. Protecting your privacy is very important to MC Digital Services Pty Ltd . Please review our [\[to insert link for Privacy Policy\]](#) in order to better understand our commitment to maintaining your privacy, as well as our use, processing, and disclosure of your information.

2.6 Privacy of Others; Marketing. If you receive information about another user through MC Digital Services, you must keep the information confidential and only use it in connection with MC Digital Services. You may not disclose or distribute a user's information to a third party or use the information for marketing purposes unless you receive the user's express consent to do so. You may not send unsolicited email to a user through Coins.xyz.

2.7 Intellectual Property. "Coins.xyz" and all logos related to Coins.xyz services and/or MC Digital Services

are either trademarks, or registered marks of MC Digital Services Pty Ltd or its licensors. All intellectual property rights, title, and interest in and to any of the MC Digital Services, or any improvements, enhancements or modifications thereof, or other technology developed in connection therewith, belong to MC Digital Services Pty Ltd and/or its licensors.

2.8 Account and Password Security and Keeping Your Email and Address Current. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access Coins.xyz Services. You are responsible for keeping your email address and mobile number up to date in your Account Profile. You are likewise solely responsible for keeping your Coins.xyz Account and password safe, and be responsible for all the transactions under your Account. Coins.xyz assumes no liability for any loss or consequences caused by both authorised or unauthorised use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, use of a third party to manage your API key/security, management of your API key/security, etc.

2.9 Notices to You. You agree that MC Digital Services Pty Ltd may provide you communications about your Account and Coins.xyz services electronically.

2.10 Notices to MC Digital Services Pty Ltd We prefer receiving notices to MC Digital Services Pty Ltd electronically through our support system at support@coins.xyz. Paper notifications can also be sent to MC Digital Services Pty Ltd See our contact page for our mailing address.

2.11 All product and company names are trademarksTM or registered[®] trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

3. ACCOUNTS

3.1 Eligibility. To be eligible to use MC Digital Services, you must:

- (i) be a legal person, or entity, with full legal capacity and authority to access and use our platforms;
- (ii) be at least 18 years old and must provide relevant documentation to confirm your eligibility to use our Services;
- (iii) in your capacity as an employee or agent of a legal entity, corporation or organisation, you are duly authorised to act for and on behalf of your entity, corporation or organisation for the purposes of creating a legal relationship with us through the terms of this Agreement;
- (iv) in your capacity as a trustee of a trust or a partner in a partnership, you must be duly authorised to act on behalf of and legally bind your entity to the terms of this Agreement;
- (v) comply with our AML/CTF policies at all times which are stipulated on our website.
- (vi) have not been previously terminated, suspended or removed from using our Services;
- (vii) not operate or are involved in any Prohibited Businesses at all times and at any capacity;
- (viii) not located or registered in any of the Prohibited Regions;
- (ix) not a person or entity located and subject to a jurisdiction that does not allow you to access and utilize our Platforms and Services, including but not limited to the State of New York; or
- (x) any other criteria which we may stipulate from time to time to reasonably assess your eligibility.

We may reasonably amend our eligibility criteria at any time and in our sole discretion. To the extent practicable, we may give you advanced notice in a reasonable amount of time of such changes. However, we may occasionally implement changes without providing prior notice in advance where such changes are required as a result of statutory changes, the intended amendments are in your interest, or there are any other legal or valid reasons for us to implement such change to be provided without notice.

For the avoidance of doubt, all of our Accounts are provided in our discretion, and we have the right to reasonably determine whether to accept or refuse an application for an Account. From time to time, we may also reasonably place certain conditions or limitations to your Account if we suspect that you are not eligible to use our Platforms or our Services. You waive any right to claim or take action towards any refusal of any application that you may have submitted to us, and we are not liable for any loss or damage from such refusal.

3.2 Identity Authentication. If you wish to buy or sell digital currency through the exchange provided by MC Digital Services Pty Ltd, available via Coins.xyz App/Web Portal, you authorise MC Digital Services Pty Ltd, directly or through third parties, to make any inquiries we consider necessary to validate your identity.

3.3 Multiple Accounts. MC Digital Services Pty Ltd Accounts are personal and non-transferable. By using MC Digital Services, you agree that you will not create more than one Account, and that we may, without notice, close or suspend any or all of the Accounts of a Customer who has, or whom we reasonably suspect has, opened multiple Accounts.

3.4 Third Party Applications. If you grant express permission to a third party to connect to your Coins.xyz account, either through the third party's product or through Coins.xyz, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold MC Digital Services Pty Ltd responsible for, and will indemnify MC Digital Services Pty Ltd from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time from the Account Settings (API) page.

3.5 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. MC Digital Services Pty Ltd is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

3.6 Your account with us is not a bank account. Our services are not financial instruments. No interest will be paid on any funds or currency you use to purchase or trade for any other currency, and such currency is not insured by the company or any government agency.

3.7 Limitations. MC Digital Services Pty Ltd may delay an order if customer has not provided personal identifying information, if it reasonably suspects that customer is in violation of the User Agreement, or if further personal identifying information is necessary to establish the identity of the customer ("KYC"). Until completion of such verification procedures, customers may experience delayed processing of digital currency Transactions or Conversion Service transactions. MC Digital Services Pty Ltd will designate any such delayed transaction as "pending," and funds will not be available until the pending transaction is completed. MC Digital Services Pty Ltd reserves the right to refuse to process, cancel, or to reverse any customer transaction (i) as required by law, (ii) in response to a facially valid subpoena, court order, or other government order, or (iii) if MC Digital Services Pty Ltd reasonably suspects that the transaction is erroneous, or is in violation of the MC Digital Services Pty Ltd User Agreement.

3.8 Unsolicited Deposits. Unsolicited deposits into our bank account may be subject to a processing fee of up to 100 USD per incidence. MC Digital Services Pty Ltd reserves the right at its own discretion to either process or reject such deposits and associated orders. Any reversal of funds will require adequate (as determined by MC Digital Services Pty Ltd) proof of payment, identification of payer, and proof of ownership of the originating account (where applicable).

Examples of unsolicited deposits include but are not limited to: making a deposit without a corresponding order; check, wire, or other non-cash deposits; depositing an amount that substantially exceeds the order amount; placing an order after a deposit has been made; any type of deposit resulting in circumvention of account limits.

3.9 Wrong or Partial Beneficiary Details. A processing fee of up to USD 5 per failed attempt may be assessed at MC Digital Services Pty Ltd's discretion for orders which we are unable to complete due to wrong or partial beneficiary information.

3.10 MC Digital Services Pty Ltd reserves the right to refuse to process, or to cancel or reverse, any transactions, including purchases or sales of digital currency in its sole discretion, even after funds have been debited from your account(s), if MC Digital Services Pty Ltd suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if MC Digital Services Pty Ltd reasonably suspects that the transaction is erroneous; or if MC Digital Services Pty Ltd suspects the transaction relates to a Prohibited Business and/or Prohibited Use, as set forth below. In cases of digital currency transaction, we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

3.11. Inactive Accounts. Coins.xyz may charge inactive maintenance fees of USD 50 cents /month to Coins.xyz Wallets that have not been used for any monetary transaction at least twelve (12) months from date of the last transaction.

The inactive maintenance fee shall be automatically debited from the User's Coins.xyz Wallet. For the avoidance of doubt, the Coins.xyz Wallet is considered inactive if it has no monetary activity for at least twelve (12) months from the date of the last transaction;

3.12 Restrictions:

3.12.1 While we offer our services to most countries around the world, there are some restrictions, based on local regulations, and international sanctions. Depending on your verified residency, you may have certain restrictions on your account. WE DO NOT ONBOARD RESIDENTS OF THE FOLLOWING COUNTRIES:

- Afghanistan;
- Belarus;
- Central African Republic;
- Chad;
- Cuba;
- DR Congo;
- Eritrea;
- Ethiopia;
- Iran;
- Iraq;
- Lebanon;
- Libya;
- Mali;
- Myanmar;
- Nicaragua;
- North Korea;
- Serbia;
- Somalia;
- South Sudan;
- Syria;
- United Kingdom;
- Venezuela;
- Yemen, and
- Zimbabwe

While citizens from Russia are able to trade in cryptocurrency, they are prohibited from exchanging their virtual assets for any European fiat currencies. Applicable for clients of XYZ EU only

3.12.2 We will not onboard you if you are listed on the Office of Foreign Assets Control of the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List ("**SDN**"), the U.S. Department of Commerce's Denied Persons List, Consolidated Non-SDN Lists available [here](#), the United Nations (UN) Security Council Consolidated List available [here](#), or regional or foreign government watchlists.

3.12.3 You agree to be governed by the provisions of Appendix 1 relating to PROHIBITED BUSINESSES

4. DIGITAL CURRENCY

4.1 We may cancel or reverse potentially high-risk buys or sells of digital currency, including those made using reversible payment methods.

4.2 We do not cancel or reverse digital currency-to-digital currency transactions, as long as they are accepted and confirmed on the blockchain network.

4.3 We do not support the retrieval of digital assets that were deposited wrongly into our network, for both unsupported token contracts and/or unsupported networks.

4.4 MC Digital Services Pty Ltd keeps 100% of customer funds in Hot and/or Cold wallets. MC Digital Services Pty Ltd does not engage in fractional reserve lending.

4.5 In the event that we need to retrieve funds from Cold wallets, there can be a delay in sending digital currency for up to 72 hours.

4.6 We do not guarantee the value of digital currency. You acknowledge that the price or value of digital currency can change rapidly, decrease, and potentially even fall to zero. You acknowledge that holding and trading of digital currency is high risk in nature. You agree to deliver the agreed upon payment for digital currency upon confirmation of an order, regardless of changes in digital currency value.

4.7 We reserve the right to change the buy/sell limits and/or suspend trading activity on your account as we deem necessary. If there is suspicious activity related to your Account, we may, but are not obligated to, request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept termination of your Account.

4.8 The MC Digital Services are available only in connection with those digital currencies that we, in our sole discretion, decide to support. The digital currencies that we support may change from time to time. Under no circumstances should you attempt to use the MC Digital Services to store, send, request, or receive digital currencies in any form that are not supported by us. We assume no responsibility or liability in connection with any attempt to use MC Digital Services for digital currencies that we do not support.

4.9 Operation of Digital Currency Protocols. We do not own or control the underlying software protocols which govern the operation of digital currencies available for buy/sell and/or supported through our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using MC Digital Services, you acknowledge and agree (i) that we are not responsible for operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the digital currency you buy/sell at the exchange we operate. In the event of a fork, you agree that we may temporarily suspend the MC Digital Services and operations (with or without advance notice to you) and that we may

subsequently, in our sole discretion, (a) configure or reconfigure our systems or (b) decide not to support (or cease supporting) the forked protocol entirely, provided, however, that you will have an opportunity to withdraw funds from the platform. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

We will support only one fork of each digital currency protocol which we determine, at our sole discretion, best reflects the consensus approach.

4.10 Digital Currency Transactions. We process purchases and/or sales of supported digital currencies according to the instructions received from its customers and we do not guarantee the identity of any user, receiver or other party. You should verify all transaction information prior to submitting instructions to us. Once submitted to a digital currency network, a digital currency transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the digital currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your MC Digital Services Pty Ltd Account balance or be available for transactions. We may charge network fees such as withdrawal fees and/or miner fees to process a digital currency transaction on your behalf. We will calculate the network fee at our discretion, although we will always notify you of the network fee at or before the time you authorise the transaction.

4.11 We securely store all digital currency private keys in our control with a combination of Hot and/or Cold wallets. As a result, it may be necessary for us to retrieve certain information from Cold wallets in order to facilitate a digital currency transaction in accordance with your instructions, which may delay the initiation or crediting of such digital currency transaction for 72 hours or more. You acknowledge and agree that a digital currency transaction facilitated by us may be delayed.

4.12 Sending Digital Currency to Your Fiat USD/GBP/EUR Wallet. For customers receiving digital currency directly to their USD/EUR/GBP wallet using their bitcoin address, we reserve the right to not process such conversion (for example, when such transaction exceeds our system limits), in which case, the funds will remain in digital currency value and will be credited to the customer's digital currency wallet.

4.13 Due to banking limitation settlement may take overnight to appear in your account or from your XYZ account to bank account.

4.14. For the avoidance of doubt, we do not guarantee the Services that we provide or any content accessed through the Platforms will be continuously available or free from errors, nor do we warrant, endorse, guarantee or assume responsibility for any products or services. You acknowledge and accept that we take no liability for any errors that may be incurred by utilizing our Platforms.

4.15. In Event of Death. If we reasonably suspect or receive information confirming your death, we reserve the right to suspend your Account and no transactions can be undertaken. If we do not have satisfactory proof of your death, you authorise us to make relevant inquiries, whether undertaken directly or through a third party, which are necessary to confirm our reasonable suspicions. Any relevant executor or trustee will be required to open a new Account or inform their existing Account registered in their name whereby your Account will be transferred to such account. In the event there is uncertainty regarding the validity of the executor or trustee designation as reasonably determined in our discretion, we reserve the right to require an order resolving such issue from a relevant court with competent jurisdiction before commencing any action to your Account.

4.16. Closing your Account

- (a) Rights to close your Account. By complying to procedures as prescribed by us from time to time, you may terminate your Account at any time. Any outstanding amounts owed to us, users or third parties in relation to your use of our Platforms must be paid. By closing your account, you provide

us with authority to cancel or suspend any transactions that is pending or outstanding at the time of closing, and to deduct any unpaid amounts owed to us from your Account.

- (b) In certain cases, you may not be able to close your Account, including where:
 - a. Evasion of a potential or ongoing investigation by relevant enforcement agencies or government authorities;
 - b. There is an outstanding amount owed to us which has not been paid; or
 - c. A suspension, restriction, limitation or reserve is imposed on your Account.
- (c) Closed accounts. You must withdraw all digital assets in your Account if your account is closed. If you do not withdraw your digital assets, we will treat your account as inactive and a notification will be sent to you of our intention to process your account as inactive. Relevant fees will be imposed and commence upon the term stipulated in the notification provided to you.

5. ACCEPTABLE USE

Users are independently responsible for complying with all applicable laws in all activities related to their use of MC Digital Services, regardless of the purpose of the use, and for all communications and content originating from the users. We have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

You are prohibited from using any MC Digital Services, services provided to or in relation to other users, and related third party services, for or in relation to certain activities (“Prohibited Uses”) which contravene these Terms or applicable laws.

Prohibited Uses include, but shall not be limited to, transactions or activities related to:

(a) Investment Schemes: Facilitate “get rich quick” schemes such as pyramid schemes, chit funds, ponzi schemes, network marketing, unlicensed investment vehicles, deceptive charity schemes, referral marketing programs or multi-level marketing programs;

(b) Fraud: Provision of any false, deceptive, inaccurate or misleading information to Coins, Coins users, or other third parties for pecuniary gain or other ends;

(c) Illegal or Prohibited Gambling: The conduct of online gambling, lotteries, casinos and informal gambling, gaming operations, sports betting, and other games of chance and forms of speculation not authorised or licensed by a government agency duly empowered by law to licence or authorise the conduct of such activities;

(d) Unauthorised Financial Institutions and MSBs: Unlicensed money transmission, unlicensed financial services, and other unregulated financial operations. This also includes securities brokers, unlicensed investment vehicles, check cashing services, collections agencies, and bail bonds;

(e) Drugs: Illegal narcotics, drug paraphernalia, commercial drugs and other controlled substances, and other mind or body altering substances presenting a public health risk;

(f) Stolen Items: Stolen goods including digital and virtual goods, all goods for which seller does not have clear title;

(g) Intellectual Property Infringement: Items that infringe or violate any intellectual property rights, including trademark, copyright, privacy or any other proprietary rights. This includes the selling or facilitating of sales of counterfeit or unauthorised goods or activities related thereto;

(h) Shell Companies: Entities that appear to have no genuine business purpose or are otherwise designed to operate for a purpose other than that which they purport to operate under are prohibited;

(i) Bearer Shares Entities: Customers transacting with, on behalf of, or in relation to entities for which the identity of beneficial owners are not known and in which ownership stakes are freely alienable are prohibited;

(j) Adult Services and Media: Services involving prostitution, sale of illegal pornographic materials, child pornography and forms of human trafficking;

(k) High Risk Entities: Any individual, group, or entity deemed to pose an inordinately high risk to Coins, its customers, or other third parties may be considered unacceptably high risk and an unauthorised user;

(l) Violence: Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same;

(m) Coercion: Extortion, blackmail, or efforts to induce unearned payment;

(n) Weapon Sales: Unlicensed sale of firearms and certain weapons.

Any use of MC Digital Services for the purpose of facilitating, participating in, or acting in relation to any Prohibited Uses, as set forth above and further specified in applicable appendices to this Agreement, can lead to service disruptions, changes in services, account deactivation or reporting to law enforcement. If you believe you are using Coins services for one of the purposes below, are seeking to use Coins services for that reason, or are unsure whether your use or intended use may be a Prohibited Use, you may contact Coins Support for clarity.

6. THIRD PARTY CONTENT

6.1 MC Digital Services may contain links, access or connections to third party websites, applications, services or other materials (collectively "Third Party Content") that are not affiliated, owned or controlled by MC Digital Services Pty Ltd. You accept and acknowledge the risks of accessing any Third Party Content, and that MC Digital Services Pty Ltd has no control over and cannot monitor, verify, censor or edit any Third Party Content.

6.2 Access, links and connections provided by MC Digital Services Pty Ltd to any Third Party Content are not an endorsement, representation, authorization, sponsorship, or affiliation with respect to the owners or providers of the Third Party Content. You understand and agree that under no circumstances shall MC Digital Services Pty Ltd be responsible for or liable to anyone in connection with your access and use of Third Party Content and any related transactions. You agree to direct any questions, complaints, or claims related to a Third Party Content to its owners or providers.

7. DISPUTES WITH MC Digital Services Pty Ltd

7.1 Indemnification. You agree to indemnify and hold us, our parent/s, affiliates, the officers, directors, agents, joint venturers, and employees harmless from any claim or demand (including attorneys' fees) arising out of your breach of this Agreement or your use of MC Digital Services.

7.2 Release of MC Digital Services Pty Ltd If you have a dispute with one or more users, you release us (and our parent/s, affiliates, officers, directors, agents, joint ventures, employees and suppliers) 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. In addition, this release extends to claims which the creditor does not know or suspect to exist in their favour at the time of executing the release, which if not known by them must have materially affected their settlement with the debtor.

7.3 Disputes with MC Digital Services Pty Ltd If you think we have made an error, write to us at Coins.xyz,

or email us at help@coins.xyz. In your correspondence, you must give us information sufficient to identify you, your account, and the transaction on which you believe an error occurred, describing your complaint and how you would like us to resolve it. You must contact us within 30 days after the transaction occurred.

8. CUSTOMER CASH-IN.

8.1 We may introduce you to third party customers or “Tellers” for the purpose of cashing-in funds into your MC Digital Services Pty Ltd Account. While we try to verify each Teller, we will not assess the suitability, legality or ability of any third party cash-in providers and you expressly waive and release the company and/or its directors, officers, and employees from any and all liability, claims or damages arising from or in any way related to the third party cash-in service provider. We will not be a party to disputes or negotiations of disputes between you and such third party providers. Responsibility for the decisions you make regarding services offered via the software or service (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such third parties and you expressly waive and release us and/or our directors, officers and employees from any and all liability, claims, causes of action, or damages arising from your use of the software or service, or in any way related to the third parties introduced to you by the software or service.

8.2 Any references in the Site, Application or Services to a Customer being “verified” or “connected” (or similar language) only indicate that the Customer has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by us about any Customer, including of the Customer’s identity and whether the Customer is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to trust a Teller or to accept a cash-in request from a Customer, or to have any other interaction with any other Customers.

9. GENERAL PROVISIONS.

9.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, AFFILIATES, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF MC DIGITAL SERVICES PTY LTD OR OUR PARENT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, MC DIGITAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

9.2 No Warranty. MC DIGITAL SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. MC DIGITAL SERVICES PTY LTD, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF MC DIGITAL SERVICES PTY LTD OR OUR PARENT SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MC DIGITAL SERVICES PTY LTD does not have any control over the products or services that are paid for with MC DIGITAL SERVICES and MC DIGITAL SERVICES PTY LTD cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised to do so. MC DIGITAL SERVICES PTY LTD does not guarantee continuous, uninterrupted or secure access to any part of MC DIGITAL SERVICES, and operation of our site may be interfered with by numerous factors outside of our control.

9.3 Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, pandemic, national emergency, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.4 Governing Law and Arbitration. This Agreement is governed and bound by the laws that exist in the state of New South Wales, Australia and each party agrees to interpret any clause of this Agreement subject to the laws of New South Wales, regardless of the physical location of the user at the time that our Services on the Platforms are used by the user. Any redress any user of the Platforms may seek in any circumstances must be south under the laws of New South Wales. For the avoidance of doubt, this Agreement does not negate all relevant laws and regulations that may apply to the users' application or use of the Platforms in any jurisdiction that the user may be located in. Foreign users are solely and wholly responsible for complying with all laws and regulations in their respective country of residence or location from when they access our Platforms. MC Digital Services does not accept responsible for any breach of any local laws that may be applicable to the user at the time that such user accesses or utilizes our Platforms. No offer or consent is made to any user where it would constitute a breach of any law or require any filing, registration, notification or approval with any competent or relevant authority.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights, any dispute arising under this Agreement shall be finally settled by arbitration in accordance with the rules of the Australian Centre for international Commercial Arbitration (ACICA) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one or more arbitrators (if one arbitrator cannot be designated by mutual agreement of the Parties) appointed in accordance with said rules. The venue for arbitration shall in Australia, and the language of arbitration shall be English. The arbitral award shall be final and binding on the Parties and shall be enforceable in any court having jurisdiction. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

To the extent permissible by applicable law, you agree that any claims (arising during or after the termination of this Agreement) relating to this agreement shall be brought against MC Digital Services in an arbitration on an individual basis only and waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action. Any consolidation or combination of multiple arbitrations into a single arbitration is not permitted without our prior written consent.

9.5 Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with MC Digital Services Pty Ltd must be filed within one year after such claim arose.

9.6 Export Controls & Sanctions. The use of MC Digital Services are subject to EU and international export controls and economic sanctions requirements. By using the Coins.xyz Services, you represent and warrant that your use of the service will comport with those requirements. Without limiting the foregoing, you may not acquire digital currency or any of the MC Digital Services if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Crimea or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, Office of Foreign Assets Control (OFAC) sanctioned countries, or if you are on the U.S. Treasury Department's Specially Designated Nationals List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Anti-Terrorism Council list, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply the acquired digital currency or MC Digital Services to Cuba, Iran, North Korea, Crimea or Syria or any other country subject to United States embargo or UN sanctions (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Anti-Terrorism Council list, Entity List,

designated persons under the national sanctions secretariat of EU or HM Treasury's financial sanctions regime.

9.7 Language. The User Agreement is enforced English. In the event of any conflict between the provisions of the User Agreement prepared in different languages, the respective provision in English shall prevail.

APPENDIX 1: PROHIBITED BUSINESSES AND PROHIBITED USE

The following categories of businesses, business practices, and sale items are barred from MC Digital Services ("Prohibited Businesses"). By opening a MC Digital Services Pty Ltd account, you confirm that you will not use MC Digital Services in connection with the following businesses, activities, practices, or items:

1. Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveller's checks, and escrow services
2. Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party

3. Stolen goods
4. Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs
5. Illegal Gambling
6. Sports forecasting or odds making
7. Prostitution or illegal escort services
8. Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same
9. Funding any of the items included on this Prohibited Businesses list
10. Extortion, blackmail, or efforts to induce unearned payments
11. Unlicensed sale of firearms and certain weapons
12. Engaging in deceptive marketing practices
13. Any business that violates any law, statute, ordinance or regulation
14. From any predicate offences as defined by FATF and local legislations

You may not use your Coins.xyz Account to engage in the following categories of activity ("Prohibited Use"). By opening a Coins.xyz Account operated by MC Digital Services Pty Ltd, you confirm that you will not use your Account to do any of the following:

1. Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organisation of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections);
2. Partake in a transaction which involves the proceeds of any unlawful activity;
3. Partake in any transaction involving online gambling except where permitted by MC Digital Services Pty Ltd;
4. Defraud or attempt to defraud MC Digital Services Pty Ltd or other MC Digital Services Pty Ltd users;
5. Infringe upon MC Digital Services Pty Ltd or any third party's copyright, patent, trademark, or intellectual property rights;
6. Provide false, inaccurate or misleading information;
7. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
8. Interfere with another individual's or entity's access to or use of any of the MC Digital Services;
9. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;

10. Publish, distribute or disseminate any unlawful material or information;
11. Transmit or upload any material to the MC Digital Services Pty Ltd Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
12. Harvest or otherwise collect information from the MC Digital Services Pty Ltd Site about others, including without limitation email addresses, without proper consent;
13. Act as a payment intermediary or aggregator or otherwise resell any of the MC Digital Services, unless expressly authorised by MC Digital Services Pty Ltd in writing;
14. Transfer any rights granted to you under this Agreement;