

Terms and Conditions

THESE TERMS AND CONDITIONS APPLY TO THE WEBSITE LOCATED AT WWW.THECHANGE.IO (THE "WEBSITE") AND THE SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE WEBSITE AND SERVICES IMMEDIATELY.

1. Preamble

- 1.1. This Terms and Conditions ("Agreement" or the "Terms") is a contract between you ("You", "User") and Bitconvert Limited with registration number C 86516 and address as Palace Court, Ground Floor, Church Street, St. Julians STJ3049, Malta. (the "Company", " TheChange ", "we" or " Our ") and is applied in case of use of: (A) The website TheChange, which is also the brand and trade name of the Company is at <https://thechange.io> and any associated-hosted site or mobile applications are collective " TheChange Site"; (B) Any of the services offered by TheChange (together with TheChange website, " TheChange Services").
- 1.2. In addition to the Terms, you should also carefully read our Privacy Policy which sets out how we collect and use your personal information and is an integral part of these Terms as well as other related Policies available on our website. By signing this Agreement, you are also in agreement with the Company's Privacy Policy.
- 1.3. As an attachment to this Agreement, you are also in agreement with the Client Categorisation. To this note You agree and accept that the Company will treat you as a Non-experienced investor. In case where you are not in agreement with the above client categorisation, you are kindly requested to contact: support@thechange.io. It You also agree and accept that it is ultimately the Company's decision to agree and assign the client categorisation proposed by You. Also, you agree and accept that You may lose all your rights granted by law if you opt for an Experienced Investor Classification.
- 1.4. In addition to the above, You also agree and accept the Order Execution Policy which defines the manner Your Orders shall be processed and executed and the Execution Venues opted by the Company and also the Risk Disclosure which defines the risk inherent to trading and investing in Cryptocurrency. Both Policies mentioned in this section are attached to the Terms.
- 1.5. By registering an account on the website TheChange or using any of TheChange Services, you agree that you have read, understood and accepted all terms and conditions contained in this Agreement and Policy as well as the Privacy Policy and Cookie Policy. This agreement is governed by the Maltese law. We will communicate with you in the English language for all aspects of using our Services. For your convenience, our staff is fluent in the English language.
- 1.6. By using TheChange's Distributed ledger technology Services (DLT) as described in Section 6 below, you hereby agree to adhere to the Terms and, should any disagreement arise, you agree to refrain from any and all use of the Website.
- 1.7. This Agreement sets forth the entire understanding and agreement between the user and TheChange regarding the subject matter hereof and supersedes any discussion and all previous discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and any financial relationships between you and TheChange. If after reading this you are still unsure or do not entirely agree with something or have any questions, please do not hesitate to contact support@thechange.io.
- 1.8. TheChange shall be entitled to modify, change, or amend the Terms and Conditions or other policies at any time and may inform you through a post the amended Terms on the Website, an email, a pop-up or similar method of communication, with the date the Terms were last amended and/or when the new Terms came in force. Once

the changes are communicated, the updated Terms or Use or attachments become effective. You have the choice to either accept or close your account with TheChange. Furthermore, it is your responsibility to check for any such updates from time to time. If you do not agree with any modification to the Terms your sole and exclusive remedy is to terminate your use of the Website and the Services and close your account with us (the "Company").

2. Acceptance of Terms and Conditions of Use

- 2.1. By using and registering on the website (<https://TheChange.io>), you accept the terms and conditions of use listed below and You are required to read them carefully. In addition, you also agree and accept the fee schedule which is attached to the Terms – Appendix I
- 2.2. The service offered by TheChange allows users to buy or sell currency / Cryptocoins via the Internet and specially designated points. Cryptocoin transactions that are sent from/to your wallet are irreversible. If you send Cryptocoins to an incorrect address or send the wrong amount of Cryptocoins, you cannot get them back.
- 2.3. The crypto market is very volatile and prone to bubbles and rapid price changes. The market price changes over time, so your cryptocurrencies may be worth much less in the future. In fact, the cryptocurrencies may even become completely worthless.
- 2.4. Cryptocoins are not supported by any entity. Nor the Company nor TheChange.io nor anyone else has the obligation to buy back your Cryptocoins in the future. Please make sure you fully understand the risks involved and thus not invest money that you cannot afford to lose. For this scope you should make read the Risk Disclosure and for which you will be signing as part of the Terms of Use. For more information please visit the official website Bitcoin: bitcoin.org, or other sources. Whilst providing educational and/or informative material, the Company assumes no responsibility on the content and hence you agree and accept that this information shall not be relied upon to take investment decisions.
- 2.5. There may be situations where, because of the legal framework in which you live, it could be possible to not have permission to use all features of this website. We are not responsible if, for various reasons, you cannot access this site or where you continue using our services. Once you agree to these Terms, TheChange offers you a personal non-exclusive, non-transferable, limited right to access and use our site and our service.
- 2.6. TheChange will not be held responsible for any money/currency loss suffered because of blockchain technical issues or natural disasters or other causes which are beyond the Company's control.
- 2.7. We shall execute your order at the Final Price (according to the rate at the time of our trade execution), as soon as reasonably practicable and up to 120 hours after the completion of your registration, AML, KYC and compliance processes to our satisfaction and after the transaction has been confirmed by the payment provider used to deposit the (bank, cc, etc.) . Until Execution, any order by you shall be considered as pending and not completed and shall not be binding on us whatsoever.
- 2.8. Any payment or delivery by us to you of Fiat Money or DLT Assets, as applicable, shall be made after deduction of any applicable fees, including our exchange fee for clients' purchase of a DLT Assets (buy) and an exchange fee for a clients' sale of a DLT Assets (sell).The Fees are subject to change at the Company's discretion and shall be published on the website on the relevant dedicated section. As such, the clients remain responsible to keep up to date with the applicable fees as disclosed on the website.
- 2.9. The rate of the exchange fee may vary from time to time, in our sole discretion and shall be defined to you prior to your order. In any case for the transactions processed through a credit/debit card no withdrawal fee will be charged. The Fees

are subject to change at the Company's discretion and shall be published on the website on the relevant dedicated section. As such, the clients remain responsible to keep up to date with the applicable fees as disclosed on the website.

- 2.10. Cryptocurrencies are a high-risk investment and from the time of buying to the time you receive the cryptocurrencies the value of the currency can be higher or lower than the time the payment was done. We are not committed to buy the cryptocurrency back from you. We are not committed to sell more cryptocurrency to you. Our customer service will not provide any help with buying, selling or exchanging crypto currencies.
- 2.11. If you make a mistake in your wallet string, we will not help you to get your Bitcoins.
- 2.12. If you do not accept these terms and conditions stipulated in this Agreement, please do not access this site (<https://thechange.io/>) or use the service.

3. Warranties

3.1. By opening an account on this site, it warrants that:

- you agree to the terms of use;
- you are at least 18 years;
- you are not over 65 years of age and your income is solely dependent on government pension;
- you have the full capacity to accept these Terms of Use in order to perform cryptocurrencies transactions.

3.2. By initiating a transaction, you implicitly acknowledge that you simultaneously meet the following conditions:

- The sold cryptocurrencies do not come from illegal, illicit or terrorist activities.
- The sale of these cryptocurrencies does not represent money laundering and/or funding of terrorism activity.
- You confirm that you are the authorized account holder or the account to which you seek to make a bank transfer or credit card purchase. In addition, you confirm that you are acting in your own name and you shall immediately inform the Company when you intend to represent or act on behalf of a third party;
- You confirm and represent that the amount of money used for the acquisition of cryptocurrencies does not come from fraud, criminal or unethical activity. If it's proved otherwise, you bind yourself to bear the losses and any other legal consequences.

3.3. The Company has a legal obligation to comply with the provisions of the Prevention of Money Laundering Act and regulations made thereunder. In furtherance of such obligations in the event that the Company has a suspicion of money laundering or funding of terrorism in relation to the monies or Cryptocurrencies traded through The Change by the Customer it will be obliged to communicate its suspicions to the competent Maltese Authorities. The Company could also be required to, inter-alia, block the assets of the Customer concerned. In line with the above, the Client acknowledges that Company is bound to comply with the provisions of the Prevention of Money Laundering Act and regulations made thereunder and agrees to provide the Company on request, with true, correct and complete information including without limitation, the identification of the contracting parties, the identification of the beneficial owner of the assets, and details on the economic and business background and rationale of the business as well as any other information the Company may reasonably require to comply with its legal obligations.

4. Cookies and other trackers Policy

We use various types of cookies and other types of web trackers, which help us to administer and operate the Website. These trackers are used mainly to collect statistical information about your use of the Website; We use cookies for Website analytics purposes, as explained above. If you wish to block cookies, you may do so through your browser's settings. You can delete cookies that are already on your computer and you can set your browser to prevent them from being placed going forward. Please refer to the browser's help menu for further information. Please also bear in mind that disabling cookies may adversely affect your user experience on the website. For more information please read our Privacy Policy.

5. Privacy Policy Check

[Check our Privacy](#)

6. Summary of the Services offered

- 6.1. TheChange offers virtual financial asset services (pursuant to Chapter 590 of the Laws of Malta) through the Website ("DLT Services") where the virtual assets used in such DLT Services are Bitcoin and Ether and any other cryptocurrencies that they may be applicable ("DLT Assets").
- 6.2. TheChange shall provide persons holding an account on the Website ("Registered Users") the following DLT Services: The ability to exchange (i.e., buy and sell) DLT assets with the Company using Fiat Currencies ("Transaction Services"); The ability to hold, track, transfer and manage DLT Assets through one or more managed DLT Asset wallets or "Digital Wallets" ("Digital Wallet Services").
- 6.3. The DLT Services will be accessible through your Individual User Account on the Website. To access the DLT Services, you must be in possession of the necessary equipment (i.e., smartphone, tablet or computer) and have access to the internet.
- 6.4. The DLT Services are available only in connection with the DLT Assets that TheChange currently supports, and TheChange may, from time to time, add, supplement, remove or reclassify the types of virtual assets falling under DLT Assets. Fiat currencies which TheChange shall accept for the Transactions Services shall include, inter alia, Euro, United States Dollar and Great British Pound ("Fiat Currencies"). You hereby recognize and accept that TheChange may choose to accept additional Fiat currencies from time to time.
- 6.5. The Transaction Services and Digital Wallet Services being provided are licensable "VFA Services" as defined under the Second Schedule of the Virtual Financial Assets Act (Chapter 590 of the Laws of Malta).
- 6.6. Fiat Money and Payment Methods. Once your Account has been approved and successfully opened, you may buy or sell, as applicable, DLT Assets through payments in certain fiat currencies (e.g. USD, GBP or EUR) as we shall decide, in our sole discretion, to accept from time to time (the "Fiat Money"). The Company may accept different methods of Fiat Money payment, including, but not limited to, bank wire transfers, credit or debit card payment, and other third-party payment processors we may provide. TheChange shall post the different available payment method options at the time of your Transaction order.
- 6.7. When you buy DLT Assets from TheChange, you shall send payment to the Company using one of the acceptable payment method options, and when you sell DLT Assets to the Company, the Company shall send you Fiat Money by sending a bank wire transfer using the details you provided during the business relationship.
- 6.8. Delivery of DLT Assets. We shall deliver DLT Assets, to either:

- the personal digital wallet address you provide to us upon registration or upon your Transaction order (your “Wallet Address”); or
 - at your request, we may also deliver DLT Assets to your account with a third-party website operator, at our sole discretion.
- 6.9. You acknowledge that delivery of the DLT Assets purchased by you may be completed separately from the payment process, and it may take time for the DLT Assets transfer to be processed. You also acknowledge that on some occasions, the Company may not be able to fulfil your purchase order or deliver the DLT Assets as further explained herein.
- 6.10. Your Wallet Address. By providing us with your Wallet Address you represent and warrant that it is owned by you exclusively and is under your sole and full control.
- 6.11. The exchange rate will be set by TheChange at the moment when the order is launched.
- 6.12. In case of high volatility in the market, in particular the change of the price/rate by more than 1.00% between the launch of the order (initial price) and the settlement, TheChange reserves the right to settle the transaction the trade in crypto, regardless of the value, at the best available price when the funds are available in TheChange bank accounts.
- 6.13. The trade is completed in TheChange work program (Monday-Friday, except for official non-working days).
- 6.14. There may be situations where, due to high volatility, the customer will incur a recalculation of the purchase price when TheChange has the possibility to buy and deliver the cryptocurrency to the customer.
- 6.15. Starting a trade (purchase/buy) without transferring the funds, can lead to the cancellation of the account with TheChange.
- 6.16. We do not accept cash deposits at the bank or third-party transactions. The client will make the transfer only from another bank account in his/her name to TheChange’s listed bank account for a particular currency.
- 6.17. The approval of the transaction may take from a few minutes to up to five (working) days, depending on the availability of the client’s funds to TheChange, the value of the purchase, the account history, and market volatility. The confirmation of the transaction by the crypto-currency network (blockchain) varies depending on the fluidity of the network or on the congestion of it.
- 6.18. Cryptocoins purchased cannot be sent back without a confirmation from our side.
- 6.19. By using the services of the Company, the client acknowledges and consents that the Company may be using Electronic Money Institutions (EMI) for acquiring, processing, and/or holding clients’ funds where applicable.

7. Registration

- 7.1. In order to use our Services and initiate any Transaction, you understand that you must open an Account through our Website and undergo our registration process, including without limitation, for the purposes of AML and CFT and compliance requirements emanating from the Virtual Financial Assets Regulations, as shall be further described herein. You will be prompted to create a username and password to open your Account on the Website (your “Log-In”) and to proceed with registration. During the registration process, you shall provide us with requested information, which may include, without limitation to: your name, identification number, date and place of birth, e-mail address, postal address, telephone number, and/or credit card information details, as applicable (“Registration Details”). You will use your Log-In to access your Account and Registration Details, as well as to

access any other information that may be posted to your Account from time to time, such as transactional activity once you have been approved to use our Services.

- 7.2. To open an account with TheChange, you must add to the registration a valid proof of identification (e.g. ID, Passport) and also a valid proof of address (e.g. utility bill, bank statement not older than 3 or 6 months as applicable) which bears your name on it. TheChange may, at its sole discretion, refuse to allow someone to establish an account with TheChange. The Company at its discretion may request information and evidence on source of wealth and source of funds in line with its AML and CFT obligations.
- 7.3. From time to time, we may also ask you to provide additional information as a condition to continue the use of our Services. If you want to convert local currency into cryptocurrency or crypto currency in local currency authorized by TheChange, directly or through third parties, TheChange can make any demands that we consider necessary to validate your identity. This may include requesting further information about the user, such as name, date of birth, email address, physical address, tax identification number, identification number and information about your bank account (eg a financial institution, account type, account number) so that we can confirm your identity and for being able to benefit from the services provided by TheChange.
- 7.4. TheChange may seek you to answer any questions or take measures to verify your identity; thus, respecting the law. By transmitting sensitive information which may be required, please make sure the information is accurate and authentic and that you agree to inform TheChange if you change any basic information requested.
- 7.5. When using a Credit and/or Debit card to buy Crypto Currencies, from time to time, we will require to verify that you are authorized to use this card/own the account and ensure that it is on your name. We reserve the right to keep your Registration Information account after you close the account for regulatory purposes and compliance with the applicable laws and regulatory requirements.
- 7.6. You warrant and represent that all Registration Details that you provide to us are true, accurate and complete, and that you shall promptly update your Registration Details upon any changes to this information. You understand and agree that the name you provide for the Account and the name on the credit/debit card(s), bank details, and/or other payment accounts [(e.g. personal virtual wallet)] which you provide to us must match.
- 7.7. You further acknowledge and represent to us the following:
 - you are at least 18 years of age and the legal age to enter into a binding agreement in your location;
 - you are of sound mind and capable of taking responsibility of your own actions with the full legal capacity to accept these Terms;
 - the purpose of your Account is for your own personal use;
 - you shall only open one valid Account with the Website. If you try to open more than one account, such an additional account may be suspended or closed, at our discretion;
 - you shall not assist others in obtaining unauthorized access to the Website, Services and/or your Account and/or any other activity on the Website that has been strictly authorized to you;
 - you shall not access the account of any other person through the Website; and
 - you shall be fully responsible for any activities undertaken by you on the Website and during the registration process.
- 7.8. You also acknowledge that certain restrictions may apply to purchase and sale of DLT Assets based upon applicable laws and regulations in your jurisdiction that may restrict us from entering into certain Transactions with you, and you understand that we have the right not to enter into any Transaction with you.

- 7.9. Confidentiality. You understand that you are responsible for maintaining the confidentiality of your Log-In, Account and Registration Details, and the safeguarding of your information. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your personal and confidential information to unauthorized access by a third party, which may also result in loss or theft of your funds, as well as any linked accounts, such as your linked bank accounts and credit cards.
- 7.10. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your Log-In is “hacked” from your computer or other device from which you access the Website, due to any viruses or malware, the Company shall have no liability and you shall maintain responsibility. You should report any possible hacks, hacking attempts or security breaches from your computer terminal, or other device, immediately to Marina.m@thechange.io.
- 7.11. In the event you have any knowledge of: a) a third party gaining access to your Log-In and/or Account or other breach of security related to your Log-In and/or Account, b) compromise of your personal information, and/or c) any other unauthorized use of your Registered Details on the Website, you should notify us immediately by sending an email, to support@thechange.io including all relevant details.
- 7.12. Unauthorized Use. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website as we deem appropriate, as well as suspend or terminate any pending orders or Transactions. We also reserve the right to seek any other remedy to which the Company may be entitled for such violation and may take further actions against you.
- 7.13. Security Alerts. The Company does not guarantee to provide you with security alerts or any other alert, and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of compromise of your Log-In, Registration Details, or other Account information, other than due to the gross negligence of the Company.
- 7.14. No Criminal Activity Permitted. You hereby represent and warrant that your use of our Website and Services, including your opening of an Account and any use thereof are in compliance with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or our Services are absolutely not permitted. You affirm and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location and you shall always disclose your accurate and true location.
8. Password security and keeping current contact information
- 8.1. You are responsible for maintaining the security and proper control of any ID and all IDs, passwords, information, personal identification numbers (PINs) or any other codes that you use to access the services of TheChange. Any loss or compromise of the above information and/or personal information can result in unauthorized access to your account online with TheChange by third parties.
- 8.2. You are responsible for keeping up to date your email address in your account to receive any notifications or alerts that we send.
- 8.3. TheChange shall not be liable for any loss or damage caused by failure to comply with rules protecting account information, or failure to follow or take note of any notifications or alerts that we send. If you feel that your account information has been compromised, contact Support or Contact TheChange as soon as possible.

- 8.4. TheChange does not have any responsibility for any damage or disruptions caused by computer viruses, spyware or other malware that can harm your computer or other equipment, or any phishing, spoofing or other attacks. It is advised the regular use of a reliable antivirus and malware screening and prevention software.
 - 8.5. If in doubt about the authenticity of a communication from TheChange, you need to connect with your account, through the site TheChange (<https://thechange.io>), not clicking on links contained in emails.
9. Suspension and closing of the account
 - 9.1. It may be the case, at our sole discretion without liability to you or any third party, to refuse to open an account, to have your account suspended or terminate your account or how it works on one or more services. Such actions can be taken as a result of account inactivity, failure to respond to requests for customer support activities, spam (eg initiation of transactions without their completion in the allotted time) or after breaching the terms of this Agreement. Or, in accordance with the requirements of a valid subpoena or court order, or if TheChange reasonably suspects you to be using your TheChange account in order to promote illegal activities; but not limited to; or opening multiple accounts with TheChange or abuse of promotions that TheChange can provide from time to time, your account may be suspended. If you have unsettled trades in an account that has been suspended or closed, you will be able to recover these funds, unless prohibited by law or court order. TheChange, at its discretion, will allow you (i) to withdraw these funds to your bank account already known, or (ii) may send funds to an external cryptocurrency known wallet address.
 - 9.2. We reserve the right to require the provision of further identifying information before processing client agreements and to delay or prohibit these agreements, if TheChange considers that there were fraudulent or illegal activities. If you are unable to connect to your account, you should contact our Support at support@thechange.io for assistance as applicable.
 - 9.3. You may terminate this Agreement at any time by discontinuing the use of the Services offered by TheChange. Upon termination of this Agreement and suspension of your account, you remain liable for all transactions made while the account was opened any outstanding payment obligations to the Company existing as of the effective date of termination, settle any pending Transactions and to pay any applicable fees or charges. The Company reserves the right to suspend any pending Transactions at the time of your termination.
 10. The right to suspend or delay transactions and settlements
 - 10.1. TheChange reserves the right to refuse to process or cancel any transaction or cryptocurrency being connected to your local currency at TheChange or any services, as required by law or in response to a subpoena, a court order or another binding.
 - 10.2. TheChange cannot reverse a settlement of a cryptocurrency which was communicated and confirmed by a special cryptocurrency network.
 - 10.3. TheChange reserves the right to refuse a process or cancel it on any purchases or sales of cryptocurrency or transfers, at its sole discretion.
 - 10.4. If TheChange 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, a court order or other governmental order, or if TheChange suspects that the transaction relates to a restricted activity.
 - 10.5. We reserve the right to change, suspend or discontinue any aspect of the Service at any time, including the hours of operation or availability of any facilities without notice and without any liability. We may refuse to process any transaction or settlement without notice and can limit or suspend your use of one or more services

at any time at our sole discretion. Suspension for use by you of any of the services will not affect your rights and obligations under this Agreement.

- 10.6. There may be the case, in our sole discretion, to delay transactions or agreements, if we believe that the transaction is suspicious, or it may involve fraud or irregularity, violate laws or violate the terms of this agreement.
- 10.7. If a technical problem is causing system errors, interruptions of function or account, TheChange may temporarily suspend online access to your account until the problem is solved.
- 10.8. TheChange may, at the customer's verbal or written request can keep his/her cryptocurrencies indefinitely until the client requests in writing or verbal the return of these cryptocurrencies, or their value from the day in which the request is made on the platform of TheChange.
- 10.9. Payment is made to a bank account that belongs to the client.
- 10.10. TheChange does not take responsibility for the lack of communication with the client and does not presume the customer's intent in these situations. In case of high market volatility, unanticipated situations on the economic scene or natural disaster, transactions and payments may incur delays. TheChange shall not be liable for these delays, having no control over these possible events.
- 10.11. TheChange reserves the rights to authorize transactions and capture/settle the amount only after the product will be delivered.

11. Taxes

- 11.1. You acknowledge that you are solely responsible for any applicable taxes with respect to your transaction(s) on the Website and/or through the Services. The Company is not and at no point shall provide any tax advice concerning the exchange of DLT Assets or any other Transaction through this Website and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).
- 11.2. Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You must pay any such taxes or mandatory payments to the relevant government agency, or otherwise, which may apply under applicable laws, and you agree to fully indemnify us for any such payments we may be required to make on your behalf. You hereby agree and represent that we may debit your Account in the amount of any such payments we are required to make on your behalf of TheChange.

12. Restriction of usage

- 12.1. You may view, print and/or download a copy of these materials from the website <https://thechange.io/terms-and-conditions> to one computer, only for personal, informational, non-ad, with the conditions that copyright and other legal provisions be kept intact. The trademarks, service mark sites, TheChange logos, and other problems of this type, used on this site are associated to " TheChange " as its property and its owners. The software, text, images, data, prices, charts, diagrams, video, and audio materials on this site belong exclusively to TheChange. It is strictly forbidden to copy, reproduce, modify, re publish, exhibition, transmission of any part of the site <https://thechange.io>; also it's prohibited the collection or distribution of the above in any form. The usage of materials from this Site on any other website or other networked computer environments for any purpose is strictly prohibited. Any such unauthorized use, which violates copyrights, trademarks or other laws may bring civil or criminal sanctions.
- 12.2. Issues regarding the end of the collaboration You may terminate this agreement with TheChange and close your account at any time after resolving transactions in standby. Moreover, you agree that TheChange may cancel access to

this site and close your account and all that is required is a simply accept at any time and without notice. We are entitled to: cancel, terminate accounts and conclude service members; the right to restrict access and site content, services and tools; eliminating or stopping content, having also allowed to take technical and legal measures to close the account on this site members if: we suspect that they create problems of any nature that may disturb TheChange's activity and integrity; that they violate intellectual property rights of third parties or they act inconsistently and not the 'terms and conditions of use ". In addition, under certain conditions, members can cancel or close accounts without notice, for any reason, but mainly for: trying to get unauthorized access to this site or to members' accounts; assisting working for others; the security breach that relates to limiting the use of any Content or protection; the use of this service for illegal purposes such as money laundering, financing of illegal operations, illegal gambling and other criminal activities; breach of the conditions of use, payment default or fraudulent transactions;

13. Email

Emails sent on the Internet are not secure and TheChange is not responsible for any damages derived from their transmission. We suggest sending emails in an encrypted format and we invite you to send encrypted emails variations in PGP format.

14. Limitation of liability

To the extent permitted by law, TheChange, its affiliates, licensors, service providers, employees, associates, officers, agents, joint ventures, representative and any other related persons, are not responsible for injury/damage or loss of profits, business, data, opportunities or other direct or indirect losses, unless the damage is derived from imprudence or deliberate misinformation or if fraud is committed. None of the items mentioned above do not exclude or limit the liability of either party for fraud, death, physical injury, caused by recklessness, breach of clauses derived from law or any other liability which cannot be limited or excluded by law.

15. Complaints and Disputes Policy

15.1. The Company will strive to ensure that all customer enquiries are dealt with promptly and effectively. In the unlikely event that you are dissatisfied with the service you were provided you are requested to send an email to the Compliance Team at support@thechange.io who will look into your enquiry. The Compliance Team will independently review your enquiry and will inform you of its outcome. The Compliance Team will review your case and will get back between 1 and 14 working day depending the complexity of your enquiry or complaint. If the Compliance Team will take a longer to reply, the Compliance Team will inform you accordingly.

15.2. Although all enquiries are reviewed with an impartial view and in line with the above period, you may refer your case to the Office of the Arbitrator of Financial Services. For further details You may refer to: <https://financialarbiter.org.mt/en/Pages/Home.aspx>.

16. Governing Law

You expressly understand and agree any legal matter arising from the Terms and Conditions or related to your use of the website will be governed by the laws of Malta, without regards to its conflicts of law's provisions. You further agree to the personal and exclusive jurisdiction of the Maltese courts and waive any objection to such jurisdiction or venue.

17. The Card Holder Responsibility

The right to use some of the services offered in our website may be illegal in certain countries. It is your responsibility to determine whether the use of the website and services is compliant with applicable laws in your jurisdiction and you warrant to us that the use of our services is not illegal in the territory where you are currently located and you agree to comply with all applicable laws, statutes and regulations regarding our website and the services offered through the website.

18. Refund Policy

- 18.1. The Company reserves the right to either cancel your order or offer you a different price for the Services. In the event we cancel your order, if we have already received FIAT Currency from you with regards to such order, we will, subject to applicable law and regulation, refund such funds to you. Refund shall be made to the same source from which they have originated, after deduction of any cost or expense we incur with regards to such transfer, including without limitation any wire transfer charges, currency exchange charges and/or payment processing charges.
- 18.2. Your funds may, at the Company's sole discretion, be returned to another source to which you are the beneficiary, as long as you provide us with the required documents and information to verify that the account to which the funds were requested to be refunded belongs to you.
- 18.3. To comply with anti-money laundering and terrorist financing regulations or any other regulations and to prevent prohibited conduct, all payments and information related to the refund may be verified by the Company. In such case, the Company may request from you, at its sole discretion, to provide certain documents and information, including without limitation identification documents, copy of your credit card (Front – we need to clearly see your name, expiration date, first 6 and last 4 digits of the card number. For security purposes you must cover the middle 6 digits using a SMALL strip of paper. Back – we need to see your signature in order to validate the card. For security purposes you must cover the CVV using a SMALL piece of paper but we must be able to see the rest of the information on the back of the card) or bank details and/or any other proof required to affect the refund. In case you fail to provide appropriate documents or information, or in case of any doubts as to the authenticity of provided documents and information, the Company shall be entitled to cease the refund process until you take appropriate measures, as requested.
- 18.4. The provisions of this refund policy shall apply mutatis mutandis to any return of Cryptocurrency already received from you prior to cancellation of your order, from which the then-current equivalent amount of Cryptocurrency to such costs and expenses shall be deducted.
- 18.5. It is hereby understood, agreed and confirmed by you that due to Cryptocurrency price volatility, we are unable to refund the exact Cryptocurrency amount received, therefore that amount of Cryptocurrency refunded shall be calculated based on its USD value at the date of transaction between you and the Company with respect to such Cryptocurrency (without derogating from our right to deduct from such refund any cost and expense we incur with regards thereto, as specified above).
- 18.6. Notwithstanding the above, the Company reserves the right to cancel your order without any refund, or decline any refund request, if it suspects that you have or are engaged in, or have in any way been involved in, fraudulent or illegal activity.
- 18.7. Refunds will be processed without undue delay, and in any event within 7 (seven) business days from cancellation of order, subject to the requirements set forth hereinabove, and provided that you do not fail to provide the Company with any information and/or documentation required in order to process the refund.

19. Risk Factors

- 19.1. You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before using any of the Services. For this scope you are requested to read the Risk Disclosure, and which is attached to these Terms.
- 19.2. You may increase or lose value in your assets at any time due to price volatility, especially in the crypto-currency market, and the potential loss in trading or holding Digital Currencies can be substantial. We do not guarantee that any DLT Assets will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the DLT Assets to the Company, or to any third party.
- 19.3. DLT Assets is based on blockchain technologies, a digital, decentralized and partially anonymous system which relies on peer-to-peer networking and cryptography to maintain its integrity. Such a system, which has been the subject of scrutiny by various regulatory bodies around the world, may be at risk to collapse at any time.
- 19.4. Most countries do not currently regulate the market, and at any time, regulations may be implemented, and regulatory changes could have a negative and material impact that may result in the DLT Assets having little or no value whatsoever. Regulatory inquiries or actions, including, without limitation, the licensing of or restrictions on the use, sale, or possession of digital tokens like the Tokens, could impede, limit or end the Services or your ability to trade the DLT Assets at any point.
- 19.5. You maintain the responsibility to safeguard the private key unique to your Wallet Address to access your DLT Assets. The theft, loss or destructions of such a private key required to access your DLT Assets is irreversible, and because the Company does not have access to those private keys, such private keys cannot be restored by the Company. The Company will not be responsible for any loss of access to your Wallet Address.
- 19.6. Due to the nature of DLT Assets, any technological difficulties experienced by the Company could potentially prevent the access or use of your DLT Assets.
- 19.7. You are aware that additional risks of trading DLT Assets may exist that have not been set forth in these Terms, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading DLT Assets.
- 19.8. You understand that the Company does not provide any investment, legal, or tax advice. At no point will the Company consider your financial situation, investment or trading objectives or other personal circumstances, and it is your responsibility to seek independent, professional advice prior to using the Services and the Website.
- 19.9. The Company may use banks and other third-party service providers to receive your Fiat Money and any required payments, or to send payments to you, as applicable.
- 19.10. Certain regulators in certain jurisdictions may view certain types of DLT Assets as securities, and as such, Clients in these jurisdictions may not have the ability to trade their DLT Assets because trading of DLT Assets that is deemed as securities, may be restricted, partially or completely in some jurisdictions. It is your responsibility to ensure your compliance with the applicable laws of your jurisdiction.
- 19.11. TheChange accepts no responsibility for the accurate maintenance of the Website information, calculation, or valuation. You bear the entire risk of loss, including, but not limited, for data, calculation, and valuation of DLT Assets and their related transactions.
- 19.12. THE PURCHASE AND SALE OF DLT ASSETS IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DLT

ASSETS HAVE VARYING DEGREES OF LIQUIDITY. SOME ARE QUITE LIQUID WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE WEBSITE. IN LIGHT OF THE RISKS ABOVEMENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING OR TRADING DLT ASSETS IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION, AND RISK.

20. Contact

If you have concerns/questions about these "Terms and Conditions", in which the rights and obligations arising therefrom, and the use of the site, the service account or any other problem, please contact us at support@thechange.io.

Appendix I – Fees and Charges

TheChange's rate for exchange is an 8% fee, based on an average exchange rate of well-known providers.

Credit Card processing fees:

An additional 9% processing fee is added for all credit/debit card transactions which will be deducted once you choose your method for payment.

Bank transfer fees:

An additional 4% fee is added for all SEPA / SWIFT bank transfers. Please consult with your bank beforehand since they might have additional charges.