

## **Plisio Terms of Use**

Carefully read the rules for using the Plisio service. By accessing or using the site, you agree to comply with the conditions described in this document. If you do not agree to these terms, do not use this website.

These Terms of Use (the “Terms”) apply to your access to and use of the Plisio.net website (the “Site”).

Plisio reserves the right to change or modify the terms and conditions contained in these Terms or any other policies or guidelines on the Site, at any time and its sole discretion. We will provide notice of these changes by posting the revised Terms on the Site and changing the “Last edited” date at the top of the Terms, or providing other notification methods that Plisio will determine at its own discretion each time. Using a specific form of notification in some cases does not obligate us to use the same form in other cases. Any changes or modifications will take effect immediately after the changes are posted on the Site and will apply to your subsequent use of the Site. You waive any right you may require to receive special notice of such changes or modifications. Your continued use of this Site will confirm your acceptance of such changes or modifications; therefore, you must review the Terms and the applicable policies whenever you use the Site to understand the terms and conditions applicable to such use. The latest version of the Terms can be viewed by clicking on the “Terms of Use” hypertext link at the bottom of our web pages. If you do not agree to the Terms and Conditions in accessing or using the Site, you must stop using the Site.

### **Foreword**

Plisio is an online tool that allows you to store, use, exchange and manage various cryptocurrencies, such as Bitcoin, Litecoin, Dogecoin, Monero, Ethereum and others, using our service wallets. Our Services may develop over time. This means that we may make changes, replace or discontinue (temporarily or permanently) our Services at any time for any reason with or without notice. In this case, you may be denied access or use of our Services. If at our sole discretion, we decide to terminate our Services permanently, we will notify you via our website.

### **User responsibilities**

By accessing or using the site, you represent and warrant that you have not previously been suspended or removed from the site. Your age should allow you to provide an official state document identifying your identity. You can use our Services only if you can legally enter into an agreement with these Terms and Conditions in accordance with applicable law. If you use our Services, you agree to do so in accordance with these Terms and applicable laws and

regulations. You also represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

## **Registration and Account**

To access and use certain functions on the Site, you need to create an account in Plisio ("Account"). You agree to:

1. Provide accurate, current and complete information when creating or updating an Account;
2. Maintain and timely update information about your Account;
3. Maintain the security and privacy of your credentials and restrict access to your account and your computer;
4. Immediately notify Plisio if you discover or otherwise suspect any security breaches associated with the Site;
5. Enable two-step authentication using a mobile application
6. Take responsibility for all actions that occur under your account, and assume all the risks of unauthorized access without active two-step authentication. In no event will Plisio be liable for unauthorized access to accounts with inactive two-step authentication.

## **Suspension and Account Closure**

We may, without any obligation to you or any third party, deny you permission to open an account, suspend your account, or terminate your account or your use of one or more of the Services. Such actions may be taken as a result of:

- Account Inactivity ;
- Failure to identify yourself if we believe that your account has been hacked so that we can comply with laws or regulations;
- As a result of your violation of the terms of this Agreement;

If you have cryptocurrency remaining on your account that has been suspended or closed, you can access this cryptocurrency and bring it to the external address of the wallet (unless prohibited by law or court order). If you are unable to log in to your account because it has been suspended, you must contact us at [support@plisio.net](mailto:support@plisio.net) to process such a withdrawal.

You may terminate this Agreement at any time by closing your account and ceasing to use the Services. Upon termination of this Agreement and your account, you continue to be responsible for all transactions made while the account remains active.

## **Inactive accounts**

An inactive account is defined as a user account with no login or other activity for more than 180 days. Plisio may, but is not required to, transfer funds from an account to a protected "Cold Storage" account for safekeeping. When a user resumes action in an inactive account,

funds can be obtained from “Cold Storage” by contacting customer support to check and restore the account.

## **Transaction limits and refunds**

Plisio reserves the right to change the limits on deposits, withdrawals, conversions, storage and speed in your account, as well as the availability of the Services, if we consider it necessary. After a cryptocurrency transaction has been initiated, it cannot be canceled or refunded.

## **Privacy policy**

Please refer to our Privacy Policy for information on how we collect, use and share your personal information.

## **Internet Data Privacy**

Transmission of data or information (including e-mail) over the Internet or other public networks is not 100% secure and may be lost, intercepted or altered during transport. Accordingly, Plisio shall not be liable for any damages that you may incur or expenses that you may incur as a result of any transmissions over the Internet or other public networks, including without limitation of transmissions, including exchanging email with Plisio containing your personal data. Although Plisio will make commercially reasonable efforts to protect the confidentiality of the information you provide to Plisio and processes such information in accordance with the Plisio Privacy Policy, in no case will the information you provide to Plisio be considered confidential, create any fiduciary obligations for you by Plisio, or lead to any liability to you by Plisio in the event of inadvertent disclosure of such information by Plisio or access by a third persons without the consent of Plisio.

## **Cryptocurrency transactions**

Plisio cannot and does not guarantee the value of cryptocurrency. You acknowledge and agree that the value of cryptocurrency is very variable and that buying, selling and storing cryptocurrency carries a high risk. In addition, the cryptocurrency consensus network is solely responsible for verifying and confirming the alleged transactions that you send through the Services, and Plisio cannot have any influence on the transactions made on the Blockchain network.

The cryptocurrency network is managed by a decentralized network of independent third parties. As soon as a transaction request is sent to the cryptocurrency network through the Services, the cryptocurrency network will automatically terminate or reject the request, and you cannot cancel or otherwise change your transaction request. You acknowledge and agree that Plisio is not responsible for any errors or omissions that you make in connection

with any cryptocurrency transaction initiated through the Services. Services help you send a cryptocurrency transaction request for confirmation in a cryptocurrency network. However, Plisio does not control the cryptocurrency network and, therefore, cannot and does not guarantee that any transaction request you send through the Services will be executed. You acknowledge and agree that requests for transactions that you send through the Services may not be executed or may be significantly delayed by the cryptocurrency network. When you execute a transaction request through the Services, you authorize us to send a transaction request to the cryptocurrency network in accordance with the instructions that you provide through the Services.

### **Third Party Applications**

If you give explicit permission to a third party to connect to your account either through a third party product or through Plisio, you acknowledge that granting permission to a third party to perform certain actions on your behalf does not relieve you of any of your obligations under this Agreement. In addition, you acknowledge and agree that you will not be responsible for Plisio and will not relieve Plisio of any liability arising from the actions or omissions of this third party in connection with the permissions granted by you.

### **API**

Any natural or legal person who uses the Plisio programming interface ("Plisio API") must comply with the terms of this User Agreement and/or any other terms that Plisio may set from time to time at its discretion. The Plisio API is owned by Plisio and is licensed to users of the Plisio API on a non-exclusive, non-sublicensable basis.

### **Changes to this Agreement**

You can read the latest version of the Terms of Use on this page at any time. We reserve the right, at our sole discretion, to update, modify or replace any part of these Terms of Use by posting updates and changes on our website. You must periodically check our website for changes. Your continued use or access to our website or Service after the publication of any changes to these Terms of Service constitutes acceptance of these changes.

### **Force Majeure**

We are not responsible for delays, malfunctions or interruptions in service, which are directly or indirectly related to any cause or condition beyond our control, including, without limitation, any delays or malfunctions as a result of a natural disaster, civil act or military authorities, acts of terrorism, civil unrest, wars, strikes or other labor disputes, fires, interruptions in telecommunications or Internet services or services of network providers, equipment and/or software failure, other disasters or any other events that occur beyond our reasonable control and should not affect the validity and applicability of any remaining provisions.

## **Change of Management**

In the event Plisio is acquired or merged with a third party, we reserve the right under any of these circumstances to transfer or assign the information we received from you as part of such a merger, acquisition, sale or other change of management.

## **Export controls**

Plisio services may be subject to export control regulations in accordance with the laws of the country where you are located. By using Plisio Services, you declare that you are not an individual or a legal entity that is an individual or a legal entity that is owned or controlled by individuals or legal entities that are:

1. The subject of any sanctions applied or applied by the US Treasury Department, The Foreign Assets Control Department, the US State Department, the UN Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Government, or any other government agency with jurisdiction over Plisio or Plisio Services;
2. Identified in Prohibited Persons, Organizations, or Unverified Lists of the Bureau of Industry and Security of the US Department of Commerce;
3. Located, organized, or reside in a country or territory that is or whose government is subject to US economic sanctions, including but not limited to Cuba, Iran, North Korea, Sudan, or Syria. You also declare that you will not use the Plisio Services to conduct any transactions with or on behalf of any person or organization listed in clauses 1-3 above or otherwise in violation of the law.

Plisio services may be subject to export control regulations in accordance with the laws of the country where you are located. However, Plisio reserves the right to freeze your account in case of a request from state regulatory authorities until further clarification of the circumstances.

Plisio may cease to provide Plisio services to you for any reason and without prior notice if it determines that you have violated any of the above statements. You understand and agree that Plisio may be required by law to detain, deny you access and inform one or several government agencies about your property or property interests that are in Plisio's possession or control in case of certain sanctions. These declarations and obligations remain valid, and you agree to notify Plisio immediately in writing if your status changes in accordance with any of the above conditions.

Plisio guarantees that your account will not be frozen if you do not violate the laws of your country, imposed bans on the activities of individuals or legal entities and other legal aspects related to the range of services provided by Plisio services.

## **Arbitration**

PLEASE READ CAREFULLY THE FOLLOWING PARAGRAPH, BECAUSE IT IS NECESSARY, FOR A POSSIBLE FURTHER DISPUTE OF ACTIONS AND THE DECISIONS MADE BY PLISIO CONNECTED WITH YOUR ACCOUNT.

Any disagreements or claims arising in connection with these Terms or relating to them, or a violation of these Terms must be resolved by compulsory arbitration in accordance with the rules of net-ARB.com. The costs of the arbitration are initially borne by the party initiating the arbitration, and then the arbitrator distributes. The decision of the arbitrator will be binding and cannot be appealed. The decision of the court having jurisdiction may be made on the basis of the decision of the arbitrator.

## **Changes to the Site**

Plisio reserves the right to modify or discontinue the Site or any of its functions or parts without prior notice temporarily or permanently. You agree that Plisio will not be liable for any changes, suspension or termination of the Site or any part thereof.

## **Damages**

You agree to protect, indemnify and secure Plisio, its independent contractors, service providers and consultants, as well as their respective directors, employees and agents from any claims, damages, costs, obligations and expenses (including but not limited to reasonable attorney fees) arising from or related to:

1. Your use of the Site;
2. Any user content or feedback you provide;
3. Your violation of these Terms;
4. Your violation of any rights of another person;
5. Your behavior in connection with the site.

In some jurisdictions, consumer compensation is limited, so some or all of the above reimbursement provisions may not apply to you. If you are obligated to indemnify us, we will have the right, at our own discretion, to control any action or proceeding and determine whether we want to settle it, and if so, under what conditions.

## **Disclaimer of Warranty**

Plisio does not provide any guarantees regarding the effectiveness and continuity of the availability of the Plisio site or materials. Site materials and Plisio are provided on an "as is", "in stock" basis, without any warranties, obvious or implied, including, without limitation, implied warranties of merchandise, suitability for special purposes, names and corrections relating to the site and information. Plisio does not represent or guarantee that the materials

posted on the Plisio website are accurate, complete, reliable and error-free. While Plisio is trying to make the site as secure as possible, we cannot guarantee and do not guarantee that the site and its server(s) do not contain viruses and other malicious components, therefore you should use industry-recognized software to detect and eliminate malware. Software from any download.

Plisio reserves the right to change any content contained on the Site at any time without prior notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise, does not imply or does not imply endorsement, sponsorship or recommendation, or any affiliation with them by Plisio.

**SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF LIABILITY FOR THE IMPLIED TERMS AND CONDITIONS IN CONTRACT WITH CONSUMERS, SO SOME OR ALL DISCLAIMERS OF LIABILITY IN THIS SECTION, MAY NOT APPLY TO YOU.**

### **Disclaimer of Liability**

In no event shall Plisio, its directors, employees or agents be liable for any direct or indirect damages, or any other damages of any kind, including but not limited to losses or damages resulting from an action under the contract or in any other way in connection with the use or inadmissibility of the use of the Site, Plisio materials or the contents of the site, including limiting without any damage caused by the use of any information obtained from Plisio, or, as a result, errors, assumptions or lack of effectiveness, force majeure, poor connection, destruction or unauthorized access to records, programs or Plisio website. Under no circumstances will Plisio's liability, under the contract, guarantee, product liability, liability for information arising from the use of the site, be extended.

Some jurisdictions do not allow limitations of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

### **Cessation of existence**

Upon termination of your account or this Agreement for any other reason, all rights and obligations of the parties, which by their nature, remain valid after such termination.

### **Site accuracy**

Although we intend to provide accurate and timely information on the Plisio Website, the Plisio Website (including, but not limited to, Content) may not always be completely accurate, complete or current, and may also contain technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be modified or updated from time to time without prior notice, including, without limitation, information about our policies, products and services.

Accordingly, you must verify all information before relying on it, and all decisions based on the information contained on the Plisio Website are your sole responsibility, and we are not responsible for such decisions.

### **Limited license and intellectual property rights**

We give you a limited, non-exclusive, non-sublicensable and non-transferable license, in accordance with the terms and conditions of this Agreement, for accessing and using the Services solely for approved purposes as determined by Plisio. Any other use of the Services is strictly prohibited. Plisio and its licensors reserve all rights to the Services, and you agree that this Agreement does not grant you any rights or licenses to the Services, with the exception of the limited license set forth above. Except as expressly permitted by Plisio, you agree not to modify, re-design, copy, create, process, lease, borrow, sell, distribute or create derivative works based on the Services. fully or partially. If you violate any part of this Agreement, your permission to access and use the Services may be terminated in accordance with this Agreement. "Plisio.net", "Plisio" and all logos associated with the Services are trademarks or registered trademarks of Plisio or its licensors. You may not copy, imitate or use them without Plisio's prior written consent. All rights, titles and interests on the Plisio website and on any content, Services and all technologies and any content created or derived from the foregoing, are the exclusive property of Plisio and its licensors.

### **Section Headings**

The section headings in this Agreement are for convenience only and should not govern the meaning or interpretation of any provision of this Agreement.

### **Agreement language and translations**

You agree that these Terms of Use, Plisio Privacy Policy and other notices posted through the Services are in English. Although translations into other languages of any of the above documents may be available, such translations may be outdated or incomplete. Accordingly, you agree that in the event of any conflict between the English version of the above documents and any other translations thereto, the English version of such documents shall prevail.

### **Contact us:**

[support@plisio.net](mailto:support@plisio.net)

Last Updated: March 12, 2019