

## **Terms of Service**

Date of the latest revision: February 14th, 2020.

PLEASE READ THESE TERMS OF USE CAREFULLY AND DO NOT USE THIS WEBSITE IF YOU ARE NOT AGREE TO THE TERMS HEREUNDER.

BY USING THIS WEBSITE YOU AGREE TO COMPLY WITH THESE TERMS OF USE.

AS WITH ANY ASSET, THE VALUE OF DIGITAL ASSETS CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU WILL LOSE MONEY BUYING, SELLING OR HOLDING DIGITAL ASSETS. BY USING THE SERVICES YOU ACKNOWLEDGE AND AGREE WITH THE FOLLOWING STATEMENTS.

(1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTING IN DIGITAL ASSETS

(2) YOU ASSUME ALL RISKS WITH RESPECT TO YOUR USE OF THE DIGITAL ASSETS

(3) EDC BLOCKCHAIN TECHNOLOGY LIMITED COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

This agreement (hereinafter: "Agreement") is between you (referenced herein as "you" or with "your") and EDC Blockchain

Technology Limited (hereinafter: "Company") registry code 2501455, address Hong Kong, Flat/Rm B 5/F Gaylord Commercial building 114-118 Lockhart road HK .

If you do not agree to the Terms or you find yourself excluded by any condition or requirement provided herein, we ask you not to register and not to use our website and to deem any information, links or content contained on, provided by or sent by our website immaterial and unrelated.

By registering and using our website you automatically give your consent to the Terms and Privacy Policy, individually and in full, all being an integral part of the Terms.

The Terms prevail above any subordinated documents, if not exclusively defined otherwise.

Your acceptance of the Terms constitutes an agreement to abide by each of the terms and conditions set out in the Terms, as provided below, and has the legal effect of a legal contract between you and the Company.

You shall be bound by the Terms from the time you register and throughout your use our website and/or each time you login into our website.

## **1. Introductory Provisions**

1.1. Unless otherwise expressly provided, any service in which you participate, including but not limited to digital asset transactions provided by the Company, is subject to the terms.

1.2. Upon your login to the our website or use of any services offered by our Company , you are deemed to have understood and fully agreed to all the above terms, including any changes or modifications.

1.3. You understand that our website is intended only to serve as a place for transactions to obtain information about digital assets and to carry out other transactions with digital assets provided by our Company (you can pay for goods or services, you can exchange or gift to someone you own coins). By purchasing coins, you agree with the company's existing marketing strategy and policy, which is aimed at expanding the community.

1.4. The Company will take reasonable steps to ensure the

accuracy of the information on the website, however, the Company does not guarantee the degree of such accuracy, or incur any losses arising directly or indirectly from information on the website or from failure or delay caused by failure to communicate with the Internet, transmit or receive any notice or information.

1.5. All opinions, information, discussions, analyses, prices, advice and other information on this website are General market reviews and are not investment advice. The operator shall not bear any losses directly or indirectly related to the use of the above information, including, but not limited to, lost profits.

1.6. Depending on your country of residence, you may not be able to use the website at all or may be limited in the use of its features and functionality. You are responsible for compliance with the laws and other mandatory rules in your country of residence and/or the country from which you access this website and use the services of the Company, as the legality of your use lies not with the Company, but with you to fully comply with applicable laws. If necessary, the Company may, in order to ensure compliance with applicable laws, prevent the use of the website for certain citizens or tax residents.

1.7. The content of this website is subject to change from time to time and at any time without notice. Such changes do not constitute a change in the terms.

## **2. Registration and User Account**

To use our services, or to access this site or some of the resources it has to offer, you may be asked to provide registration details in order to register a user account

("User Account" or "account"). It is a condition of use of this site and our services that all the details you provided are correct, current, and complete. If we believe the details are not correct, current, or complete, we have the right to refuse you access to

the site, or any of its resources, and to terminate or suspend your account.

To be eligible to use our services you must be at least 16 years old. You may only use your own account at <https://ecrofund.com/> and you may only have one account registered. You may only act on your own behalf. You may not use your account to act as an intermediary or broker for any person or entity. You are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself.

You are responsible for maintaining adequate security and control of any and all usernames, passwords, two-factor authentication codes or any other codes or credentials that you use to access the services.

Your account must not contain misleading or fraudulent information, including, but not limited to having a non-personal phone number. Creating fake reputation information for your account, faking your country of origin or providing fraudulent identification documents is prohibited.

We disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from your use of this website; your reliance on any information contained in this website; any error, omission or inaccuracy in any such information or any action resulting therefrom.

### **3. Allowed Jurisdictions**

To use services provided by EDC Blockchain Technology Limited you may need to fulfill certain legal obligations in your country and/or state of residence. By accepting these terms and service you confirm that you have reviewed your local laws and regulations and that you are aware of, and fulfill, any and all such obligations.

EDC Blockchain Technology Limited does not offer the use of its services in certain jurisdictions, by accepting these terms of service you confirm that you are not a resident or governed by the laws and regulations of the United States of America.

#### **4. Dispute resolution criteria**

EDC Blockchain Technology Limited can resolve a disputed trade when one of the following criteria are met:

You made payment according to the instructions provided by the Company and you provided sufficient proof that the payment was made according to these instructions.

EDC Blockchain Technology Limited cannot resolve a disputed trade to when:

- 1) You didn't provide payment or not provided payment in full
- 2) You become unresponsive
- 3) The payment made by you has been held/frozen/stopped by the payment provider
- 4) You have provided payment according to the instructions provided to them.
- 5) The payment is made by a third party to the trade OR the payment is made from a payment account not registered in the name of you.
- 6) If you provide fraudulent information or fraudulent documents or makes false claims or otherwise tries to force a certain outcome of a disputed trade the dispute may be immediately resolved against you.

#### **5. Incorrect dispute resolution**

If you believe EDC Blockchain Technology Limited has resolved a dispute you are a party of in a way which is not in accordance with these terms you have a right to request a review. To request a review you need to notify us and specifically request a review by contacting customer support no later than 120 days after

#### **6. Your Obligations**

You agree with the following:

1. To use our website strictly in accordance with these Terms of Use;
2. To comply and be liable for the violation of these Terms of Use;
3. To comply with instructions we give you on how to use this website;
4. To be responsible for ensuring the security of the systems and devices that you use to access this website, including the use of appropriate virus-checking software;
5. To maintain security and confidentiality of your credentials, and restrict access of the third parties to your account;
6. To provide accurate, up-to-date and complete information when creating an account;
7. To maintain and promptly update information on the account so that it is accurate, complete and current;

8. To take responsibility for all activities occurring on your account and take all risks of unauthorized access.

## **7. Access**

1. Only registered users are allowed to use this website. Create your account by accessing <https://wallet.blockchain.mn/registration>
2. When you register for the website and while you are logged in, a personal cookie. The cookie contains an encrypted version of your login information, which allows our website to identify you.
3. You are responsible for keeping your log in details confidential so they can not be used without your permission.
4. Should you have any difficulties registering or accessing your account, please, use the feedback form at the bottom of the page <https://blockchain.mn>

## **8. Limitation, Suspension, and Termination of Your Account**

Occasionally situations arise where we may need to limit, suspend, or terminate your account. Account limitation ("limit", "limitation") results in a temporary or permanent loss of access to a certain specific part or parts of the services we offer. Account suspension ("suspension", "block", "ban") results in a temporary loss of access to most parts of the services we offer. Account termination ("termination", "permanent ban") results in permanent loss of access to all services we offer as well as the termination of this Agreement.

We have the right to, limit, suspend, or terminate your account or access to the services that we provide to you if:

- 1) We have a reason to believe that you have acted in violation of these Terms of Service or applicable laws or regulations or if we have a reason to believe that any content or material submitted or shared by you in or through the services violates these Terms of Service or applicable laws or regulations or third party rights;

- 2) We suspect that you use the services to engage in, attempt to engage in, or in connection with fraudulent activity, money laundering, terrorist financing or other financial crime;
- 3) We have reason to believe that you have supplied false, misleading or deceptive information in connection with your registration, identity verification, trades or any other use of our services, either to us or to another user;
- 4) We are required to do so under any applicable law, regulation or an order issued by an authority; make available content or behave in a way that libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or is offensive;
- 5) If you use the services in a manner which may cause the services to be interrupted or damaged or such a way that the functionality of the services is in any way impaired or attempt to bypass or break any security mechanism of the services or if ECRO chain company believes in good faith that such action is reasonably necessary to protect the security of its services or its property or brand or the security, property and rights of its users or those of third parties;
- 6) Attempt any unauthorized access to user accounts or any part or component of the service.

We will normally give you, notice of any limitation, suspension, or termination of your account but we may, if it is reasonable to do so (for example we consider it advisable for security reasons), limit, suspend or terminate your account without prior notice to you.

You acknowledge that our decision to limit, suspend, or terminate your account, may be based on confidential criteria that are essential to our risk management and security protocols and that we are under no obligation to disclose the details of our risk management and security procedures to you.



In the event that we limit, suspend or terminate your account we will lift the suspension as soon as possible once the reasons for the suspension or termination no longer exist.

## **9. Misuse**

You agree that in no event should you use our website by knowingly introducing viruses, worms, trojans, etc. which are harmful. You must not attack our website or attempt to get unauthorized access to our website, restricted areas of the website, the server on which this website is stored and any server, computer or database connected to this website.

## **10. Limiting Access to Your Wallet**

In certain situations, your ability to access, conduct transactions, the wallet may be limited.

This limitation may be applied specifically to your account in order to safeguard coins stored in your wallet when we e.g. suspect a third party has gained unauthorized access to your account; if we suspect you of engaging in or being involved in fraudulent or illegal activity; if we are provided with valid legal request from an authority.

This limitation may be applied generally to all users or a subset of our users during service outages or maintenance outages of the website; during hardforks or other situations where we believe there is a high risk to your balance.

In the event that we limit access to your wallet, we aim to remove the limitation as soon as possible once the reasons for the suspension or termination no longer exist. We will normally give you notice of any limitation of access to your wallet but we may, if it is reasonable to do so (for example we consider it advisable for security reasons), limit access to your wallet without prior notice.

You acknowledge that our decision to limit access to your wallet may be based on confidential criteria that are essential to our risk

management and security protocols and that we are under no obligation to disclose the details of our risk management and security procedures to you.

## **11. Limitation of Liability**

1. You agree that our liability is limited to maintaining the correct functioning of our website.
2. We guarantee that we operate our website with due care and skills, but we cannot promise that our website will be available 24/7 or will be completely free of fails, errors or compromise from cybersecurity events.
3. If you leave our website via a link contained herein and view content that is not provided by us, you do so at your own risk, since that content was not developed, reviewed and checked by us.
4. We shall not be liable for any losses of any kind (including indirect, special, incidental, consequential damages or loss of profit, but not limited to them) in connection with your use of our services even if we were warned or aware of the possibility of such losses.

## **12. Intellectual Property Rights**

You acknowledge and agree that all copyrights, trademarks and all other intellectual property rights in and related to this site and our services are exclusively the property of EDC Blockchain Technology Limited. We grant you a revocable, non-exclusive, non-sublicensable, non-transferable and limited license, subject to the terms of this Agreement, to access and use our site and service, as well as related content, materials and information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Content is expressly prohibited and you agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

### **13. Disclaimer of Warranties and Limitation of Liability**

This site and the services are provided on an “as is” and “as available” basis for your information and use without any representation or endorsement. To the maximum extent permitted by applicable law, we make no warranties of any kind, whether express or implied, in relation to the site or the services, including but not limited to, implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage.

EDC Blockchain Technology Limited is not associated with or does not itself support or claim to be in partnership with any of the payment methods, services or companies which may appear visible in the Online Payment method lists or advertisement details. EDC Blockchain Technology Limited is not responsible for any user-generated content on its site including but not limited to messages, feedbacks or advertisements but may remove or modify said content without notice or liability at any time in its sole discretion.

This site may contain links to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of EDC Blockchain Technology Limited , and you acknowledge that (whether or not such sites are affiliated in any way with EDC Blockchain Technology Limited ) EDC Blockchain Technology Limited is not responsible for the accuracy, legality, decency, or any other aspect of the content of such sites.

EDC Blockchain Technology Limited reserves the right to modify or discontinue, temporarily or permanently, all or any part of this site and/or any software, facilities, and services on this site, with or without notice, and/or to establish general guidelines and limitations on their use.

If and to the maximum extent permitted by applicable law, we will not be liable for:

- - any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- - any loss of goodwill or reputation;
- - any special or indirect or consequential losses, howsoever arising in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred. Without limitation, you (and not us) assume the entire cost of all necessary servicing, repair or correction or correction in the event of any such loss or damage arising.

Nothing in these Terms of Service shall exclude or limit our liability based on willful conduct or gross negligence. If and to the extent applicable law does not allow the above limitations of warranty and liability, such limitations shall not apply to you. Notwithstanding any other provision in these Terms of Service, nothing shall limit your rights as a consumer under mandatory provisions of applicable consumer protection legislation.

#### **14. Indemnity**

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of or related to any breach of this Agreement by you or any other liabilities incurred by us arising out of your use of the services, or use by any other person accessing the services using your user account, device or internet access account; or your violation of any law or rights of any third party.

#### **15. General**

We may transfer or assign our rights and duties under this Agreement to any party at any time without notice to you, but this will not affect your rights or our obligations under this Agreement. You may not, however, transfer or assign any of your rights and duties under this Agreement to any other party.

This Agreement (as amended from time to time) contains the entire agreement and understanding between us in respect of all matters which are referred to herein and supersedes any prior written or oral agreement between us relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of this Agreement. You confirm that, in agreeing to accept this Agreement, you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

If any part of provision this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the Agreement.

Our failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise permitted under law.

You agree that this Agreement and any dispute between you and us shall be governed in all respects by the laws of the Hong Kong Special Administrative Region. Except if prohibited and without

limitation to any statutory rights for consumers under applicable consumer protection laws, you agree that all disputes, claims, and proceedings arising out of or relating to the services shall be resolved by the competent courts of the Hong Kong Special Administrative Region. However, we shall always have the right to take legal proceedings in the court of competent jurisdiction of your domicile. All claims shall be brought within one (1) year after the claim arises. Failure of either party to exercise in any respect any right under this Agreement shall not be deemed to be a waiver of such right.

The services are controlled and offered by us of the Hong Kong Special Administrative Region . We make no representations that the services are appropriate or available for use in other countries. Users of <https://blockchain.mn> are themselves responsible for making sure they are in compliance with the legislation of the jurisdiction they operate and reside in.

By using our website you agree to these Terms of Use. Should you have any queries about Terms, please, use the feedback form at the

bottom of the page <https://blockchain.mn>