

TERMS AND CONDITIONS

The Terms and Conditions document details how key information is managed on the <https://believe.exchange/>. It includes the general guidelines for using the virtual currency exchange service, identifies the primary risks and prohibited regions, explains the KYC/AML and refund processes, and highlights other important legal matters. You must read, comprehend, and accept these Terms before utilizing any of the services.

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DESCRIPTION

These Terms and Conditions (the “*Terms*”, “*Agreement*” or “*Terms and Conditions*”) between you (“*you*”, “*your*” or “*user*”) and Believe551 Ltd., a company incorporated and acting under the laws of the Republic of Seychelles (“*Believe*”, “*Company*,” “*ourselves*”, “*we*” or “*us*”), govern your use of the services provided at the website: <https://believe.exchange/> (the “*Website*” and/or “*Service*”). Our “*Service*” means the Services we provide on our Website, and any related services or digital tools we offer to you.

The Company may change these Terms at any time without any notice, effective upon updating the “*updated*” date of its posting on the Website, and your continued use of the Website shall be considered your acceptance to the revised Terms.

For the Users who accessed the Site via a link from the site of the third-party. The User acknowledges and confirms that since the moment the User accesses the Site via the provided link, the User agreed to the terms of these Terms and Conditions, Company's AML/KYC Policy and Privacy Policy.

WE ENCOURAGE YOU TO READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE SERVICES.

1. ELIGIBILITY

By using this Website, you represent and warrant that:

- you are at least 18 years old and have full capacity to contract under the applicable law;
- you have read, understand and agree to be bound by these Terms, Privacy Policy <https://believe.exchange/privacy-policy>, Cookie Policy <https://believe.exchange/cookie-policy> and any other applicable law;
- you acknowledge and declare that you are not located in, or are not a citizen or resident of USA, Afghanistan, North Korea, Crimea and Sevastopol, Democratic Republic of Congo, Eritrea, Libya, Somalia, South Sudan, Sudan, Yemen, Iran, Iraq, Cuba, Syria, Mali, Central African Republic, Guinea-Bissau, Lebanon, UK, countries of the European Union or any other country subject to United Nations Security Council Sanctions List and its equivalent (the "Prohibited Jurisdictions");
- you acknowledge and agree that if you are from any of the high-risk and non-cooperative jurisdictions listed on the website of Financial Action Task Force (FATF), you will not be allowed to use any Services provided at the Website;
- you acknowledge and agree that the Company has the right to obtain your IP-address. If the IP-address is allocated in the Prohibited Jurisdictions, the Company can deny your access to the Website and provide Services;
- you agree and represent that you will use the Services only for yourself, and not on behalf of any third party;
- you will only transact on the Website with legally-obtained funds that rightfully belong to you;
- you acknowledge and confirm that it is your responsibility to know the regulatory requirements concerning transactions with Cryptocurrency in your jurisdiction before using the Services. Within the text of these Terms, the term "Cryptocurrency" shall mean a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology and can be transferred, stored or traded electronically;
- you understand that the risk of loss in trading or holding any Cryptocurrency can be substantial and you should therefore carefully consider whether trading or holding any Cryptocurrency is suitable for you in light of your financial condition;
- you acknowledge that the Company is not responsible for safeguarding or holding your Cryptocurrency, or any private keys or other security information to access your Cryptocurrency and that the Company is not responsible for any loss of Cryptocurrency resulting from theft, loss, or mishandling of Cryptocurrency private keys or other security information outside its control;
- you have not previously been suspended or removed from using the Website and our Services;
- you are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Website and Services;
- you shall use the Website and Services only for the purposes related to personal non-commercial use and you do not represent any third party;
- you understand that engaging in the change of the Cryptocurrency may be risky;

- you acknowledge and agree that the Company is not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity, and no communication or information provided to you by the Company shall be considered or construed as advice;
- you shall not mislead other users and third parties during using the Website;
- you will not take any action aimed solely at causing damage to the Company or other third parties;
- you shall not reverse engineer, decompile or otherwise disassemble the Website or any Company's Service;
- you agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that the Company provides in connection with your use of the Website and our services;
- you understand and acknowledge that any delays in services are possible;
- you shall not use proxy and VPN or other software for concealing your IP-address;
- you authorize us to send commercial information to you via e-mail, SMS, mobile notification, or mailing address. You can opt out of such services by changing relevant settings on the Website;
- you agree and confirm to be bound by the terms of these Terms, our AML/KYC Policy and Privacy Policy since the moment you accessed the Website, even if you accessed the Website via the link from the site of the third-party provider.

2. USE OF SERVICES

2.1. To use the full functionality of the Website you are required to create an online account (the "Account") by providing your email address and accepting the terms of this Agreement. You will be fully responsible for all activity that occurs under your Account. The Company reserves the right in its sole discretion, to refuse to open an Account for you, or limit the number of Accounts that you may hold or suspend or terminate any Account, and are not required to provide you with the reasons for taking any such action.

2.2. As part of the registration process, you may be requested to provide us with the information that is requested as part of the Account opening process to identify and verify your identity and for the detection of anti-money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. The information we request may include certain personal information which we will treat in accordance with the data protection provisions, as set out in our Privacy Policy.

2.3. If applicable you authorize us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use

further our Services and/or before permitting you to engage in transactions beyond certain volume limits.

2.4. Failure to provide any information that we reasonably request from you pursuant to applicable money laundering laws and regulations after you have become a customer shall be grounds for the suspension of the provision of Services to you (including access to your Account) and/or the termination of this Agreement. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.

2.5. The use of Services shall mean that you are buying Cryptocurrency from, or selling Cryptocurrency to Believe directly. The Company does not act as an intermediary or marketplace between other buyers and sellers of Cryptocurrency.

2.6. The Company will send / deliver Cryptocurrency to the wallet address indicated at the time of the Order subject to the conditions of these Terms.

2.7. The Company will not be in possession or in control of your funds during the purchase or sale.

2.8. The Company does not store your digital assets on deposit balances.

2.9. The Company shall neither ask for any user access or passwords from you nor to ask you to transmit any funds, addresses, as applicable, that are not listed on the Website. We shall not be responsible for any losses caused by transmitting funds, addresses, as applicable, that are not listed on the Website.

2.10. All requests for Services (the "Order(s)") made through the Company are executed individually, one by one.

2.11. The Website can be accessed 24 hours per day, 7 days per week. However, the Company reserves the right, without providing notice or compensation, to temporarily suspend the Website or access to the Website in order to carry out work including, but not limited to: updates, maintenance operations and amendments to the servers.

2.12. The Company reserves the right at any time in its sole discretion to block users who violate these Terms.

2.13. All costs related to the usage of Services shall be covered exclusively by you and costs may include the following: (i) internet-connected device, including but not limited to computer or other internet-connected terminals; (ii) internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

2.14. The Company assumes no liability for damages if you are not able to access the Services or place an Order due to circumstances which may include the following: (i) telecom or Networking equipment issues; (ii) system downtime during maintenance as announced by the Website; (iii) different types of force majeure factors; and (iv) any other issues, including computer virus intrusion or attacks, the Website backend maintenance and upgrade, government regulation or mandated, and any other third party issues.

3. CRYPTOCURRENCY ORDERS

3.1. The Company allows users to remit crypto assets out from deposit wallet address from external third-party service, into recipient wallet address from external third-party service except to certain limitations, which may be updated from time to time.

3.2. You understand and acknowledge that a deposit wallet address crypto asset will be created automatically as soon as you request the deposit transfer and before any crypto asset can be remitted to the recipient wallet address and you fully and irrevocably authorize its creation.

3.3. When you exchange via the Company, you authorize the Company to: record a transfer of your crypto assets from deposit wallet address, into/on recipient wallet address and/or, where applicable, reserve your crypto assets in accordance with such exchange, and charge you any applicable fees for such record.

3.4. When initiating an exchange, the applicable exchange rate will be displayed. If you select the fixed rate option, this rate will remain constant throughout the transaction, unaffected by any fluctuations in the selected currency pair. Alternatively, by selecting the floating rate option, you permit the exchange rate to vary during the transaction based on market movements in the selected currency pair. Consequently, the amount received may differ from the initially displayed amount, with a maximum deviation of 5% from the expected rate.

3.5. During the time it takes to complete a transaction, the cryptocurrency price may fluctuate significantly. As a result, the exchange rate at the time of transaction completion may differ from the rate that was in effect when the transaction was initiated.

3.6. The selected exchange rate will be held for 30 (thirty) minutes from the time the exchange is created, during which you must send your deposit to our wallet address. If the deposit is credited to our wallet after this 30-minute period, we cannot guarantee that the exchange rate will remain the same.

3.7. It is crucial to include the "Memo" tag or destination tag when transferring cryptocurrencies from Company to a cryptocurrency exchange. This ensures that the exchange can correctly credit the coins to your account. Since blockchain transactions cannot be reversed, Company will not be able to assist if the tag is omitted. In such cases, your only option is to contact the exchange's support team and follow their guidance.

3.8. The Company may, at any time and in its sole discretion, refuse to perform any transfer requested via the Website, impose limits on the transfer amount permitted via the Website or impose any other conditions or restrictions upon your use of the Website without prior notice.

3.9. Due to fast movement and/or volatility in the marketplace and/or other reasons which may be applicable from time to time, we reserve the right not to execute your exchange, in the event that the actual market rate significantly increases or decreases in relation to the rate indicated by the Company in your trade order, in the event of market disruption or in any other event, as may be indicated by us, and, in such case, we will not transfer crypto assets under your trade order and, upon your separate instructions will:

- return the funds to your wallet address;
- or execute your exchange in accordance with the rate newly indicated by the Website;
- or proceed otherwise, as reasonably instructed by the user.

3.10. You may only cancel a transfer request initiated via the Website if such cancellation occurs before the Company executes the transfer. Once your transfer request has been executed, you may not change, withdraw or cancel your authorization for the Company to complete such transfer. If the user's instruction has been partially filled, you may cancel the unfilled remainder unless the Company has sent the execution request to the third parties. We reserve the right to refuse any cancellation request associated with a market rate trade order once you have submitted such order.

3.11. The Company's interest is included in the final rate of the user's change transactions. You don't need to pay additional fees directly to the Company, unless otherwise provided by these Terms.

3.12. It is your responsibility to determine what, if any, taxes apply to the changes you complete via the Website and our Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that the Company is not responsible for determining whether taxes apply to your exchanges or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

4. RETURNS AND REFUNDS

4.1. The Order cannot be canceled, recalled or retrieved under any circumstances once it has been placed and/or once it has been sent to the Cryptocurrency wallet. All Orders are final and cannot be refunded.

4.2. You hereby agree that upon delivery, you will not be entitled to any credit or refund and all purchases and sales of Cryptocurrency are final. The Company's obligation towards you will be absolutely discharged upon delivery of the Cryptocurrency to your wallet and you shall have no claim or right against the Company upon such delivery.

4.3. You acknowledge and agree that any refund may incur operating costs due to the resources needed to resolve user issues resulting from the misuse of our services. We reserve the right to recover these operational costs when processing a refund. In such cases, cryptocurrency assets will be refunded to you, with the deduction of operating costs and network fees, and only with your prior consent.

4.5. In case you have requested a refund before we have managed to make the exchange, we have the right to request KYC and proof source of funds. If the client refuses to pass KYC and/or provide the source of funds, we reserve the right to freeze the funds until these requirements are met.

5. TERM AND TERMINATION

5.1. This Agreement can be terminated by us in accordance with the provisions of these Terms.

5.2. The Company shall have a right to (i) refuse to complete and/or to block or cancel the Order you have authorized, and/or to suspend, restrict, or terminate your access to any or all of the Services, and/or to deactivate or cancel your Account with immediate effect if:

5.3.1. The Company is required to do so in order to protect its reputation;

5.3.2. The Company is, required to do so according to the applicable law, regulation or any court or other authority to which it is a subject in any jurisdiction;

5.3.3. The Company suspects you of acting in breach of these Terms;

5.3.4. The Company has concerns that a transaction is erroneous or about the security of your Account or we suspect the Services are being used in a fraudulent or unauthorized manner;

5.3.5. The Company suspects money laundering, terrorist financing, fraud, or any other financial crime;

5.3.6. Use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and/or

5.3.7. You take any action that may circumvent our controls such as opening multiple Accounts or abusing promotions which we may offer from time to time.

5.3.8. You fail to provide on request such documentation as the Company reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to the Company's satisfaction.

5.4. In the case of any such suspension, the Company shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

5.4.1. is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and

5.4.2. would not compromise our reasonable security measures.

5.5. In case you violate any term of this Agreement or in accordance with the terms of clause 5.3., we will have the right to freeze your exchange transaction for any period of time.

5.6. The Company shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Cryptocurrency Order in accordance with this section 5.

5.7. In case either Company or you terminate this Agreement or your access to the Services, or deactivate or cancel your Account, you will remain liable for all amounts due under these Terms prior to such termination and/or deactivation and/or cancelation, including all fees and charges.

6. LIABILITY

6.1. To the fullest extent permitted by applicable law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the service; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the service; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the service.

6.2. You indemnify and hold us, our subsidiaries, members, directors, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Agreement, applicable laws or any law or regulation in any jurisdiction.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

7.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Seychelles. Any claims or actions arising out of or relating to the Services agreed in this Agreement shall be governed and interpreted and enforced in accordance with the laws of the Republic of Seychelles.

7.2. In the event of any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, the parties have agreed that the dispute shall be finally resolved by the competent court or forum in the Republic of Seychelles.

8. GENERAL

8.1. All materials contained in the Website are protected by applicable copyright and trademark laws. The Company retains all right, title, and interest in and to the Website, including all intellectual property rights. These Terms do not grant you any ownership rights in the Website.

8.2. The Company may transfer rights and obligations under this Agreement to third parties without the additional consent from you.

8.3. These Terms constitute the full agreements between you and us regarding the Services, and it supersedes any other written or oral terms that you may have seen, or that you may have exchanged between us.

9. CONTACT DETAILS

Should you have any inquiries or complaints, you may contact us:

By email: cooperation@believe.exchange

Updated: 23 of December, 2024