

USAGE POLICY

Last Updated: January 27, 2025

By accessing or utilizing the Website and Services, you expressly acknowledge and accept this Usage Policy and Company's associated Data Protection and Privacy Statement. Should you disagree with any aspect of this Usage Policy, you are required to immediately discontinue all access to and use of the Website and Services.

This Usage Policy ("**Policy**" or "**Agreement**") establishes the terms and conditions governing your utilization of the cryptocurrency exchange services ("**Services**") offered at <http://softchet.com/> ("**Website**"). These Services are provided by **Softchet Inc.** an entity duly registered and operating under the laws of the Republic of Panama (hereinafter referred to as "**Company**", "**we**", "**us**", or "**our**"). By engaging with the Website and Services, you, as an individual user ("**you**", "**your**", or "**User**"), enter into a legally binding contract with the Company. This Policy applies exclusively to your personal use of the Website and Services.

For any inquiries, concerns, or issues related to this Usage Policy, our Website, or the Services we provide, we encourage you to reach out to our dedicated support team at info@softchet.com. We are committed to addressing your feedback promptly and effectively.

1. OWNERSHIP OF INTELLECTUAL PROPERTY

1.1. All title, ownership rights, and intellectual property rights in or relating to the Website and Services, including any information transmitted through the Website, remain the exclusive property of the Company or its licensors. Nothing on the Website shall be construed as conferring any license or right to any user, except as expressly set forth herein.

1.2. Users are expressly prohibited from:

- a) Modifying, adapting, reproducing, translating, or creating derivative works of the Website or any content therein;
- b) Attempting to reverse engineer, decompile, disassemble, or otherwise discover the source code of the Website;
- c) Removing any copyright notice, trademark, legend, logo, or product identification from the Website;
- d) Misrepresenting other sites as the Company's Website or violating the Company's intellectual property rights;
- e) Editing, modifying, filtering, truncating, or altering the order of information on the Website without authorization;

f) Making any commercial use of the Website or the Company's logo, trademark, or brand name.

1.3. You grant the Company authorization to use any information or content provided by you or processed in connection with your use of the Website for the purpose of providing Services and ensuring secure use of the Website.

2. ACCESS REQUIREMENTS

2.1. Access to the Website and Services is restricted to individuals who are at least 18 years of age. By engaging with our Website and/or Services, you assert your legal capacity to agree to and comply with all terms, conditions, obligations, affirmations, representations, and warranties outlined in this Usage Policy.

2.2. Full access to the Website's features requires the creation of an Account, which involves providing your email address and accepting this Usage Policy. This process is referred to as "Registration."

2.3. To verify your identity and safeguard against financial crimes, including but not limited to money laundering, terrorist financing, and fraud, we may request additional personal information. Any such data will be handled in strict accordance with our Data Protection and Privacy Statement and applicable data protection regulations.

2.4. You understand and agree that if you fail to provide any reasonably requested information necessary for compliance with anti-money laundering laws and regulations after becoming a customer, we reserve the right to terminate your access to our Services and/or this Agreement.

2.5. All costs incurred in connection with the use of our Services are your sole responsibility.

3. RESTRICTED TERRITORIES AND USER RESPONSIBILITIES

3.1. Our Services are unavailable to users residing in or accessing from the following territories: Afghanistan, Central African Republic, Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Eritrea, Libya, Lebanon, North Korea, Somalia, South Sudan, Sudan, Yemen, Iran, Iraq, Syria, Mali, Guinea-Bissau, United States of America, United Kingdom, Countries of the European Union or any region subject to United Nations Security Council sanctions or equivalent restrictions (collectively referred to as "Restricted Territories").

3.2. You are obligated to notify us immediately if you relocate to any Restricted Territory. Furthermore, you acknowledge that if you are located in or a citizen of any jurisdiction classified as high-risk or non-cooperative by the Financial Action Task Force (FATF), you will be ineligible to access our Website or utilize our Services.

3.3. We retain the right to ascertain your IP address. Should your IP address be associated with a Restricted Territory, we may, at our discretion, block your access to the Website and Services.

3.4. As a user, you are required to:

- a) Safeguard the confidentiality of your personal data, access credentials, and passwords;
- b) Implement appropriate security measures to protect all records pertaining to your personal information, access details, and passwords;
- c) Adhere to all relevant laws and regulations governing the use of our Services;
- d) Submit authentic, precise, up-to-date, and comprehensive proof of identity when requested, and promptly inform us of any changes to your personal information.

3.5. Your use of the Website and Services must strictly adhere to this Usage Policy. You are prohibited from selling, leasing, or granting access to the Website or Services to any third party. Additionally, you may not function as a service bureau or utilize the Website or Services on behalf of any external entity.

4. SERVICES UTILIZATION

4.1. Our Website facilitates direct cryptocurrency transactions between you and the Company. For the purposes of this Usage Policy, "Cryptocurrency" refers to any digital asset that utilizes cryptographic techniques and distributed ledger technology, enabling secure transfer, storage, and trading in electronic form.

4.2. We operate solely as a direct counterparty in cryptocurrency transactions and do not function as an intermediary or marketplace connecting third-party buyers and sellers.

4.3. The availability of certain Website features may be restricted based on your geographical location. You bear full responsibility for complying with all applicable laws and regulations in your jurisdiction of residence and/or the location from which you access our Services.

4.4. Each service request ("Order") submitted through our platform is processed individually and sequentially.

4.5. Orders, once submitted, are considered final and irrevocable. All completed cryptocurrency purchases and sales are non-refundable. Our contractual obligation to you is fully satisfied upon successful delivery of the cryptocurrency to your designated wallet, at which point you relinquish any further claims or rights against us regarding the transaction.

4.6. Please be aware that cryptocurrency values are highly volatile. The time required to process a transaction may result in significant price fluctuations. As a result, the exchange rate at the transaction's completion may differ from the rate initially quoted.

4.7. We retain the right to, without prior notice and at our sole discretion, decline any transfer request, establish transfer amount limits, freeze funds, or impose additional conditions or restrictions on your use of our Website.

4.8. By accepting this Policy, you confirm and agree to pass through the AML/KYC procedure, which may be applied to you or may be requested by the Company at any time.

5. AMENDMENTS AND TERMINATION

5.1. We retain the right to:

- a) Revise these Usage Policy terms or our Data Protection and Privacy Statement;
- b) Alter the Website, including removing or adding any content or functionality (collectively "Modifications").

5.2. We may implement Modifications without prior notification. Any changes to this Usage Policy will be reflected in an updated version on the Website, with a revised "Last Updated" date. The new version becomes effective immediately upon posting. We recommend regularly checking our Website for Modifications. Continued use of the Website and Services after Modifications indicates your acceptance of these changes.

5.3. Either party may suspend or terminate access to the Website and Services, partially or fully, at any time as per this Usage Policy. Account termination automatically ends Website access. We reserve the right to temporarily freeze your transactions if you breach any part of this Usage Policy.

5.4. We may, at our discretion, restrict, suspend, terminate, or issue warnings regarding the Website or your Account if:

- a) Account security necessitates such action;
- b) We deem any transactions to violate this Usage Policy, compromise Account security, or appear suspicious, unauthorized, or fraudulent;
- c) We suspect your Account contains illegally obtained assets or funds;
- d) You fail to provide required anti-money laundering or identity verification documentation;
- e) We cannot verify information you've provided;
- f) We believe your actions may create legal issues for you, the Website, or other users;
- g) We cease operations or discontinue any Website services;
- h) Your circumstances change in a way we consider significant to Account continuation;
- i) Governmental Authorities direct us to take such action;
- j) Applicable law requires us to do so;
- k) A market disruption triggers a trade halt;
- l) We determine suspension or termination is necessary for any other reason.

5.5. If we terminate your access, you must not attempt to regain Website access using the same or a different username without our explicit written permission.

5.6. We bear no liability for any losses resulting from reasonable actions taken to suspend your Account or freeze your transactions as outlined in this section.

6. INDEMNITY PROVISIONS AND ACCOUNTABILITY MEASURES

6.1. To the maximum extent allowed by law, we shall not be held responsible for any:

- a) Indirect, consequential, or exemplary damages;
- b) Loss of profits, revenue, data, or goodwill;
- c) Service interruptions or inability to access our platform;
- d) Unauthorized access to our systems or data breaches;
- e) Technical issues, including but not limited to viruses or malware, regardless of origin;
- f) Inaccuracies or omissions in content, or any resulting losses from your use of such content.

This limitation of liability applies whether such damages occur directly or indirectly, and regardless of our awareness of the possibility of such damages.

6.2. You agree to defend, indemnify, and hold harmless our company, including its affiliates, officers, employees, and agents, against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees). This indemnification covers issues arising from:

- a) Your use of our Services;
- b) Content you or other users share through our Services;
- c) Your interaction with third-party websites or resources linked to our Services;
- d) Actions of other Service users;
- e) Any violation of this Agreement, applicable laws, or regulations in any jurisdiction.

7. GOVERNING LAW AND DISPUTE SETTLEMENT

7.1. The legal framework governing this Usage Policy shall be the laws of the Republic of Panama, except where explicitly stated otherwise.

7.2. Any controversies or legal issues stemming from or related to this Usage Policy or the Website, including matters concerning its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the appropriate judicial or arbitral body within the Republic of Panama

8. MISCELLANEOUS PROVISIONS

8.1. This Usage Policy, encompassing the Data Protection and Privacy Statement and any other incorporated policies, represents the complete and exclusive agreement between you and our company regarding the subject matter herein. It supersedes all previous or concurrent agreements, representations, warranties, and understandings, whether written or verbal, pertaining to the subject matter of this Policy.

8.2. Should any provision within this Policy be deemed illegal, void, or unenforceable for any reason, it shall be considered separate from the rest of the Policy without affecting the validity and enforceability of the remaining provisions.

8.3. Modifications, waivers, or changes to this Policy can only be made by our company as specified herein. You may not assign, transfer, delegate, or sublicense this Policy or any rights, obligations, or remedies herein without our prior written consent. Any attempt to do so without our consent will be considered null and void.

8.4. Failure to enforce any breach or default of this Policy shall not be interpreted as a waiver of any prior or subsequent breaches or defaults.

8.5. Headers, captions, or section titles within this Policy are included solely for convenience and do not define or explain the content of any section or provision.