

## Website terms and conditions of use

1. This document sets out the terms and conditions (“Terms”) of **BLOCKMESH LIMITED**, a private Company registered in the Republic of Mauritius with Company registration number C149679 and registered address at C2-401, 4th Floor, Grand Baie La Croisette, Grand Baie, Mauritius (“Service Provider” / ‘we’) pertaining to the access and use of the information, products, services and functions provided on **www.Blockstreetx.com** (“Website”).
2. Should any person that accesses the Website (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our services. By opening an account to use the Services (the “**Account**”), you expressly represent and warrant that you have accepted these Terms of Use.
3. If there is anything in these Terms that you do not understand please contact us as soon as possible.

### 4. Eligibility

- 4.1 If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.
- 4.2 Depending on your country of residence, you may not be eligible to use the Services of the website. It is your responsibility to follow those rules and laws in your country of residence and/or country from which you access this website and services.
- 4.3 Without limiting the generality of the foregoing, you cannot use the services available on this this website if any of the following applies to you: -
  - 4.3.1 You are a national or resident of Iran, North Korea, Cuba, Syria or Sudan or any other country included in the United States embargo, UN sanctions, HM Treasury's financial sanctions regime (the “**Restricted Territories**”) or you intend to distribute or provide Digital Currency or the Services to the Restricted Territories; or
  - 4.3.2 Your name appears on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime (the “**Restricted Persons**”) or you intend to distribute or provide the Services to any person of the Restricted Persons;
  - 4.3.3 You are on prescribed Sanctions lists; or
  - 4.3.4 You are a Politically Exposed Person (PEP).

- 4.4 In amplification of the eligibility restrictions as aforesaid you warrant that you will not use methods to conceal the location from which you access the website and that you will disclose to the Service Provider your accurate and true location.

## 5. Price Risk

Digital currency is volatile and the digital currency price can change 50% per day or even more. The trading of goods and products, real or virtual, as well as virtual currencies and tokens (**'digital assets'**) involves significant risks. Digital assets are backed by technology and trust, is autonomous and a largely unregulated worldwide system of firms and individuals. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

## 6. Financial Advice

The Services Provider is not a financial advisor, broker of investment fund and this Webstie is provided for general use only. The services provided by the Service Provider through the wensite does not constitute financial or investment advice. The Service Provider may provide information on the price, range, volatility of Digital assets and events that have affected the price of Digital assets but this should not be construed as financial and/or investment advice or recommendations of any kind whatsoever.

Any decision to purchase or sell Digital assets is your exclusive decision at your own risk and the Service Provider will not be liable for any loss suffered.

The User is required to seek independent professional legal, investment, or financial advice on relation to the services provided by this Website.

## 7. User Registration

You agree to provide us with current, accurate, and complete information about you as prompted by the registration and verification process, and to keep such information updated at all times.

If there is any reason to believe that any information provided by you is wrong, untruthful, outdated or incomplete, we reserve the right to send you a notice to enquire and demand corrections, remove relevant information directly and terminate all or part of the website services to you. We will not take any responsibility for any loss, direct or indirect, and adverse consequence resulting therefrom. You hereby acknowledge and agree that you have the obligation to keep your contact information effective and to take the necessary actions in case of a change or update.

You agree to receive transactional emails from us. Such emails will be cancelled upon your request using the "unsubscribe" option presented in any such email, when applicable.

## 8. Maintaining your account

You will not use any account other than your own and will not access the account of any other user at any time, or assist others in obtaining unauthorized access. You may only open one account. You are responsible for maintaining the confidentiality of your Account information, including your password, safeguarding your own Digital Currency and/or assets, and for all activity and Transactions that are posted to your Account. You are required to notify us immediately of any unauthorized use of your Account or password, or any other breach of

security by email addressed to [support@blcokstreetx.com](mailto:support@blcokstreetx.com) .Any user who violates these rules may be terminated, and thereafter held liable for losses incurred by Company or any other user of the website and services.

## 9. Account Security

We are vigilant in maintaining the security of the website and the services but you shall be solely responsible for the safekeeping of your account and password, and you shall be responsible for all activities under your log-in email, account and password (including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement or online purchase of services, etc.).

You hereby agree that you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website and you will log out the website by taking proper steps at the end of every website visit. The Service Provider shall not and will not be responsible for any loss caused by your failure to comply with this provision.

If you use an unsafe computer, you can lose access to your digital assets and you are personally responsible for the safety of the computer you are using.

## 10. Compliance

Your use of this website must comply with all laws, regulations, anti-money laundering provisions and KYC regulations applicable to you based on your jurisdiction. It is your exclusive responsibility to ensure that your use of the website is compliant with the applicable laws and regulations.

You warrant that you will comply with all applicable international economic and export sanctions and any requirement therein.

You are exclusively responsible to inquire with respect to the taxes applicable to your Transactions on the Website. The Service Provider is not and will at no time be deemed as providing tax advice and it is your responsibility to report and remit any taxes payable to the appropriate tax authorities.

## 11. Restricted use

You hereby agree that your use of the website:

- 11.1 will not be in violation of public interests, public ethnics or other's legitimate interests;
- 11.2 will not constitute evasion of taxes or fees;
- 11.3 will not violate this agreement or relevant rules;
- 11.3 during any transaction with other users, will be in good faith, will not amount to any acts of unfair competition and will not disturb the normal order of online transactions;
- 11.4 will not be used to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. In addition,
- 11.5 will not involve the use of any device, software or subroutine to intervene or attempt to intervene the normal operation of the website or any ongoing transaction or activities of the Service Provider;
- 11.6 will not adopt any action that will induce unreasonable size of data loading on the network equipment of the Service Provider.

You hereby agree that you shall not yourself, nor through a third party:

- 11.7 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 11.8 decompile, disassemble or reverse engineer any portion of the Website;
- 11.9 write and/or develop any derivative of the Website or any other software program based on the Website;
- 11.10 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Service Provider;
- 11.11 without Service Provider's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 11.12 remove any identification, trademark, copyright or other notices from the Website;
- 11.13 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 11.14 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than for your own personal, non-commercial and purposes.

## **12. Content of the website**

- 12.1 Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 12.2 Service Provider reserves the right to change and amend the products, services, prices and rates quoted on this Website from time to time without notice.
- 12.3 Service Provider may use the services of third parties to provide information on the Website. Service Provider has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that Service Provider and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.
- 12.4 Service Provider makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
  - 12.4.1 Service Provider does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Service Provider expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for purpose, non-infringement, compatibility, security and accuracy;

12.4.2 whilst Service Provider has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and

12.4.3 Service Provider disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Service Provider receives it and statements from external parties are accepted as fact.

### **13. Linked third party websites and third party content**

13.1 Service Provider may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Service Provider does not endorse, nor does the inclusion of any link imply Service Provider's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

13.2 While Service Provider tries to provide links only to reputable websites or online partners, Service Provider cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Service Provider. Service Provider is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

13.3 You agree that Service Provider shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

### **14. Security**

14.1 In order to ensure the security and reliable operation of the services to all Service Provider's users, Service Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

14.2 You may not utilise the Website in any manner which may compromise the security of Service Provider's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Service Provider suffer any damage or loss, civil damages shall be claimed by Service Provider against the user.

### **15. Wallet service and terms**

15.1 You are the owner of the digital assets stored in the Wallet, unless you sell them directly to the Service Provider or other buyers;

- 15.2 If you want to start using the Wallet for digital assets, you must register at the Website., agree to be bound by these terms of use and complete the registration form. The Service Provider will establish your account for you (the "Account") and provide you with the unique login ID and password. We are entitled to refuse to register a new User without indicating the reasons.
- 15.3 Service Provider reserves the right to suspend the usage of the Account until your identity is verified.
- 15.4 Your Wallet is operated, held and processed by our partner corporation. The Service Provider operates sale and purchase processes only and will not be responsible and will not compensate any loss due to technical reasons, errors, malfunction, or a security breach of your Account Wallet.
- 15.6. Your Wallet operates as an online storage service which allows you to hold, send and receive digital assets which you may also use to buy and sell digital assets.
- 15.7 For the purpose of selling and purchasing the virtual currency, you can add/withdraw up to MUR 499 999.00 (Four hundred and ninety-nine thousand nine hundred and ninety nine Mauritius Rupees) or an equivalent in other supported currencies (i.e. USD, EUR, GBP) to/from your Wallet.
- 15.8 Funds are added to your Wallet upon receipt of payment by Service Provider or through confirmation by an intermediary, if applicable, and with due consideration to the time periods applicable to fiat currency transfers.
- 15.10 Your Wallet is not a bank account or electronic money account and it cannot be associated with the benefits of these types of accounts. The Wallet is a payment instrument, which can be used strictly for the purchase and sale of digital assets and/or currencies.
- 15.11 The service provider has no obligation to redeem or sell your digital assets held in your Wallet for real currency and/or nominal value.
- 15.12 The risks of accidental loss, theft, or damage to the Currency shall pass to the User upon adding or receiving the digital asset in the Wallet.
- 15.13 Currency transmission time depends on various factors, therefore the Service Provider cannot and does not guarantee instant transmission.
- 15.14 The User has a right to hold, send and receive the Currency online using the Wallet in accordance with the terms and conditions of this Agreement and in doing so the User commits to accept the risks associated with the Wallet.
- 15.16 The User agrees and commits to pay the Services Provider's fees relating to the use this Website and the Wallet and further commits to use the wallet for lawful purposes only.
- 15.17 The Service Provider will not provide any refunds of your Currency for any reason, whatsoever including, but not limited to, transaction failures and any and all losses that may emanate from errors, malfunctions, or technical reasons.

## **16. Intellectual property rights**

- 16.1 For this clause, the following words shall have the following meanings ascribed to them:
- 16.1.1 “Intellectual property rights” means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Service Provider, now or in the future, including without limitation, Service Provider’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 16.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (“proprietary material”), are the property of, or are licensed to, Service Provider and as such are protected from infringement by local and international legislation and treaties.
- 16.3 By submitting reviews, comments and/or any other content (other than your personal information) to Service Provider for posting on the Website, you automatically grant Service Provider and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this license, you retain all rights that may exist in such content.
- 16.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 16.5 Except with Service Provider’s express written permission, no proprietary material from this Website may be copied or retransmitted.
- 16.6 Irrespective of the existence of copyright, the user acknowledges that Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 16.7 Service Provider authorizes you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **17. Scope and limitation of liability and indemnity**

- 17.1 The user’s use of this website and the information contained on the website is entirely at the user’s own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 17.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall service provider be liable for any loss, harm, or damage suffered by the user as a result thereof. Service provider reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should service provider deem it necessary.

17.3 To the extent permissible by law:

17.3.1 Neither service provider, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if service provider knows or should reasonably have known or is expressly advised thereof.

17.3.2 The liability of service provider for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to service provider rectifying the malfunction, within a reasonable time and free of charge, provided that the service provider is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of service provider. However, in no event shall service provider be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

17.3.3 You hereby unconditionally and irrevocably indemnify service provider and agree to hold service provider free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by service provider or instituted against service provider as a direct or indirect result of:

17.3.3.1 your use of the website;

17.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of service provider;

17.3.3.3 your failure to comply with any of the terms or any other requirements which service provider may impose from time to time;

17.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

17.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of service provider.

17.4 Service provider makes no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against service provider for any loss suffered by you, because of information supplied by service provider being incorrect, incomplete or inaccurate.

17.5 Service Provider serves merely as a venue where you acquire coin and/or currency and/or digital asset related information, search for counterparties of transactions and negotiate and conduct transactions, but we cannot control the quality, security or legality of the digital asset involved in any transaction, truthfulness or accuracy of the transaction information, or capacity of the parties to any transaction to perform its obligations under the transaction documents.

## 18. Service provider privacy and cookie policy

**18.1** This clause 18 provides details about our Privacy and Cookie Policy, which Policy forms part of these Terms. Service Provider takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.

**18.2** Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymized information.

**18.3** Your use of our services signifies your consent to us collecting and using your personal information as specified below.

**18.4** How we collect information about you

We are obliged by compliance with Anti Money Laundering (AML) and international best practices to collect information to conduct Know Your Customer (KYC) checks.

**18.5** How we use your information

Your information is used to check against international databases and watch lists to ensure compliance with regulations in territories we operate.

**18.6** How long do we keep your information for?

The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

**18.7** Disclosing your information to third parties

Our KYC provider is bound by the most stringent privacy compliance and regulation. They will never share your personal information without your consent. All communication is encrypted from submission to verification.

**18.8** When and where do we use cookies?

**(provide description of this process, e.g. we allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.)**

**18.9** How can you refuse or opt out of cookies?

**(provide description of this process, e.g. most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.)**

**18.10** How can you manage your privacy preferences?

**(provide description of this process, e.g. if you'd like us to stop processing your information for marketing purposes, please write to us at the address set out in clause 11 below.)**

## 20. Breach or cancellation by service provider

- 20.1 Service Provider is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Service Provider's right to claim damages, should any user:
- 20.1.1 breach any of these Terms;
  - 20.1.2 in the sole discretion of Service Provider, use the Website in an unauthorised manner; or
  - 20.1.3 infringe any statute, regulation, ordinance or law.
- 20.2 Breach of these Terms entitles Service Provider to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Service Provider on an attorney and own client scale.

## **21. General clauses**

- 21.1 These Terms shall be governed in all respects by the laws of the Republic of Mauritius.
- 21.2 This Website is controlled, operated and administered by Service Provider from its offices within the Republic of Mauritius. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. If the user accesses this Website from locations outside of Mauritius, that user is responsible for compliance with all local laws.
- 21.3 Service Provider does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be conditional to a number of factors outside of our control.
- 21.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out with the remaining provisions unaffected thereby and remaining in force to the full extent of the law.
- 21.5 Service Provider's failure to act to a breach by you or others does not constitute a waiver of our right to act in respect of and to subsequent or similar breaches.
- 21.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Service Provider.
- 21.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 21.8 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 21.9 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 21.10 Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have

consented, by such access and/or use, to the Terms, as amended and/or replaced by Service Provider from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.

21.11 These Terms set forth the entire understanding and agreement between Service Provider and you with respect to the subject matter hereof.