

# Terms and Conditions of Use DANVEL LTD

## 1.1.

Please read carefully these **DANVEL LTD** Terms and Conditions of Use

(hereinafter referred to as the the “Terms”), our AML Policy and Privacy Policy located

at our Web-site [www.danvel.com](http://www.danvel.com) which are the integral part of these

Terms (hereinafter collectively referred to as the “Agreement”) before using the

**DANVEL LTD** website located at [www.danvel.com](http://www.danvel.com) (the “Website”),

**DANVEL LTD** platform represented by the Website interface in whole (hereinafter collectively referred to as the “**DANVEL LTD**”).

If you disagree with these Terms, please do not use **DANVEL LTD**.

When we use "We", “**DANVEL LTD**” in the text of this Terms we mean

**DANVEL LTD**, a company registered in 33 Canada Square, London, England, E14 5LB,

Company number 14459994 and its affiliated companies, which are the developers

and the owners of the different products and services under the brand “**DANVEL LTD**”,

including but not limited to **DANVEL LTD** website, virtual

currency exchange and wallet services and **DANVEL LTD** platform (the

“Platform”) in whole.

## GENERAL PROVISIONS

The Agreement is a legally binding contract between you as a client whether in your natural person capacity or legal person capacity (“the Client” or “you” as the context require), on the one part, and **DANVEL LTD**, on the other part

(hereinafter collectively be referred to as the “Parties” and individually as the

“Party”) and regulates the mutual rights and duties of the Parties in respect of

the use of the **DANVEL LTD**.

The Agreement is a public offer and the Client confirms its adoption and acceptance by clicking the “Accept” button when creating a User Account.

## HOW DANVEL LTD WORKS

**DANVEL LTD** provides an online platform service represented by

automated software complex (ASC) developed by us that allows Clients to

transfer their own virtual currencies (BTC, ETH), non-cash money or electronic

money (including fiat currency and private currency) (collectively, the “Digital

Assets”) and have the opportunity to participate in the autonomous distribution of bonuses. The Client receives bonuses for using by the Platform of transferred Digital Assets and attraction of new Clients. The Platform consists of a set of automated algorithms, which ensure its autonomous operation  
Depending on the activity, you may need to use third-party resources to arrange transactions, and DANVEL LTD takes no liability in respect of these transactions.

Once your User Account is created and identification and verification procedures are completed, you have a right to transfer your own Digital Assets to the Platform in the amount and manner as further outlined in this Agreement (the “Initial Amount”).

When you transferred the Digital Assets to the Platform, you as Client will receive a right to participate in the autonomous distribution of bonuses and in DANVEL LTD referral program.

## **CREATING AND MANAGING YOUR ACCOUNT**

In order to create a User Account and use the DANVEL LTD, you represent and warrant that:

- (i) if you are a natural person, you are 18 years of age or older and you are not U.S. citizen;
- and (ii) if you are a legal person, you have the right, power, and authority to enter into this Agreement on behalf of the legal person and bind it to these terms;
- and (iii) you are not barred from doing so under any applicable laws and/or this Agreement.

In order to create a User Account, you need to learn these Agreement, and if you accept its terms and conditions, fill out the User Account registration form located on the Website and click the “Accept” button.

Regarding Clients, the KYC (know your customer) policy is used, which is based on a comprehensive legal assessment and includes, but is not limited to, such procedures as collecting and analyzing identification information about the Client; comparison of Clients with lists of interested parties, such as politically exposed persons (Politically Exposed Persons); determining the degree of risk of the Client in the context of the propensity to legalize income, financing terrorism; the formation of expectations regarding the transactions of Clients, as well as the control of

transactions for contradictions to such behavior.

The creation of the User Account and the further authorization therein shall require that the Client should specify the information as follows:

**For Clients — natural persons:**

1. Your email, which is also your Login to the Platform;
2. Your password;
3. Your name;
4. Personal identification code (in case of absence the date and place of birth and place of residence);
5. Phone number and Telegram messenger contact;
6. Occupation;
7. Payment details.

The further identification and verification therein shall require that the Client should provide the documents as follows:

**For personal identification:**

- Personal ID card (whether ID card, e-resident card or residence permit card); or
- Passport or diplomatic passport; or
- Travel document issued in a foreign country; or
- Driving licence (if it has name, facial image, signature and personal code or date of birth of holder on it).

**For verifying the address:**

- Utility bill (landline telephone, water, electricity) not older than 3 months at the place of registration of the Client; or
- Tax or tariff bill from the local government; or
- Bank statement (for current account, deposit account or credit card).

**For Clients — legal persons:**

1. Your email, which is also your Login to the Platform;
2. Your password;
3. Name of the Client;
4. Registry code (or registration number and registration date) of the Client;
5. Names and authorizations of members of the Management Board or the head of branch or the other relevant body, UBOs;
6. Phone number;
7. Business description;
8. Website.

### **For identification:**

- articles and memorandum of association;
- documents confirming the management and ownership structure.

### **For verifying the address:**

- Utility bill (landline telephone, water, electricity) not older than 3 months at the place of registration of the Client; or
- Tax or tariff bill from the local government; or
- Bank statement (for current account, deposit account or credit card).

Where applicable, the representative of a Client shall submit a document in the required format certifying the right of representation.

According to the existing standards of practical activities to resist money-laundering, we reserve the right to require the Client additional documents or any other additional information necessary for identification of the natural or legal person, its source of wealth or verify the transaction performed by the Client.

You can change your profile information in your User Account settings. You guarantee that any information that you provide through the Platform is true and relevant. You must notify DANVEL LTD of any changes if the provided personal information or documents become invalid, and provide relevant information / documents. In case you have difficulties in changing your personal data, please contact us at [info@danvel.com](mailto:info@danvel.com).

Once your User Account is created and identification and verification procedures are completed, you will get your unique wallet which you can use to receive, store and transfer the Digital Assets and bonuses (the "Initial Wallet"). Initial Wallet's interface is divided into 3 parts — "subwallets": Main Balance, Investment Profits and Affiliate Bonuses.

You can replenish the Main Balance with your Digital Assets and withdraw them from it to outside wallets.

Investment Profits displays the bonuses you receive in result of usage your Digital Assets by DANVEL LTD. To dispose the bonuses, you have to withdraw them to the Main Balance.

## **TERMS OF USE**

To participate in work with DANVEL LTD, the Client is given the opportunity to choose a package of services.

All details about percentage distribution is located at personal account area on our Web-site.

The percentage distribution of bonuses is applied exclusively to the results of completed trading transactions on a daily basis.

### **Daily bonuses**

For participation of funds in trading processes, the Client is credited to his account and can be transferred to his wallet no earlier than a month later. Bonuses for assets credited by the client to the DANVEL LTD account begin to be credited only after three banking day.

The client can increase the level of his package by purchasing a package of the next level. Also, the next-level package can be automatically connected if the Client has accumulated the necessary amount on his balance sheet and refinanced it.

The client can withdraw the accrued interest by sending a request that is processed within three banking days. Using DANVEL LTD digital assets involves transactions on the Internet, which are supported by the acquisition of a certain number of digital assets.

Given this fact, the Client agrees to cover these costs to ensure its proper operation.

Transfer by the Client of DANVEL LTD Digital Assets for their use

in accordance with the general rules of the Agreement is carried out for a period of 1 year.

We prohibit the use of the Platform to natural persons under the age of 18 and / or U.S. citizens. If we determine that such persons has registered on the Platform, specifying inaccurate and / or fake information about personal data, DANVEL LTD has the right to immediately block access to the Platform to such person and delete his User Account without the right to unlock it and return Digital Assets.

The Client agrees that he will not use the Platform to perform any kind of illegal activity or take part in any actions that adversely affect the work of the Platform.

We may suspend the use of the Platform for technical maintenance.

Transfer of own Digital Assets to the Platform by the Client is not a procedure of "investing" in any understanding and interpretation of this term, and all terms outlined in this Agreement should not be construed as "investing" in any form.

Transfer of own Digital Assets to the Platform by the Client is not a procedure for investing in a common enterprise and / or is not a procedure for investing in the DANVEL LTD.

As a result of the transfer of Client's own Digital Assets to the Platform, the Client does not receive a stake in any legal entity, including a stake in the DANVEL LTD or a share in the capital of the DANVEL LTD company.

As a result of the transfer of own Digital Assets to the Platform by the Client the Client does not acquire the status of the lender of the DANVEL LTD.

Transfer of own Digital Assets to the Platform by the Client does not give the Client the right to participate in the DANVEL LTD profits and / or losses, and does not give the Client the right to participate and / or receive a share in the assets and/or liabilities of the DANVEL LTD.

Participation of the Client in the referral and bonus programs does not create agency or employment relations between DANVEL LTD and Client.

We reserve the right, at our sole discretion, to restrict the Client's access to the Platform and related services or any part thereof, at any time, without prior notice, in particular, due to legal grounds aimed at combating terrorism, money laundering or in accordance with other applicable rules.

Using by the Platform of Digital Assets involves the performing of transactions in blockchain networks, which are supported by the acquisition of a certain number of Digital Assets. Given this fact, the User agrees to cover these expenses by the Platform to ensure its correct operations.

The transfer of Digital Assets to the Platform for its use in accordance with the general rules is carried out for 1 year. At the same time, this condition does limit the ability of the Client to withdraw their Digital Assets from the Platform earlier. In this case, the Client shall pay the Platform the penalty in the following amount from the current amount (number) of Digital Assets.

It is not possible to withdraw digital assets in the first 3 months.

50% if he withdraws digital assets in the period from 4 months to 6.

30% if he withdraws digital assets in the period from 7 months to 9.

20 % if he withdraw digital assets in 10 months

10% if he withdraws digital assets in the period from 11 months to 12.

The Customer also accepts the condition of automatic renewal of the Platform's rights to use his Digital Assets: if after the expiry of the annual period of use the Customer does not make a request to receive the originally transferred Digital

Assets, this rule shall take effect and the Customer's Digital Assets shall be on deposit until the Customer makes a request to receive the originally transferred Digital Assets.

## **RIGHTS AND OBLIGATIONS OF DANVEL LTD**

DANVEL LTD has the right to:

1. Request the Client's information and documents in order to execute the Agreement.
2. Form the accounting bases of the Clients, their personal data and their transactions.
3. Gather, systematize, collect, store, destroy, update, modify and process by other non-prescribed way and distribute the Client's personal data for purposes related to the execution of and compliance with the provisions of this Agreement and the interests of the Client.
4. Retain email correspondence with the Client for the purpose to use it as evidence in resolving possible conflict situations.
5. For the provision of Services under the Agreement, to engage third parties — partners — and to assign operation companies from the group of companies, which are responsible for the provision of certain services;
6. Unilaterally determine the amount, method of calculating and accrual the bonuses transferred to the Clients' Initial Wallets at the time of accrual.
7. Independently determine the form and methods of Services providing on the basis of legal requirements, technical capabilities, as well as the specific terms and conditions of the Agreement at any time without prior notice to the Client.
8. At any time in DANVEL LTD sole discretion to modify, suspend or terminate any Service, content, feature or product offered through the DANVEL LTD platform, with or without notice.
9. Carry out repair work (up to 20 business days) and upgrade the Platform (up to 5 business days) and perform other necessary actions that ensure the uninterrupted operation of the Platform. During such work, access to User Accounts may be temporarily restricted.
10. If we doubt the correctness of the personal data and / or documents provided by the Client or reveal his suspicious activity, ask the Client to undergo

additional verification, which includes providing high definition photos of the Client with a paper where indicated the relevant date and inscription "DANVEL LTD".

11. If the Client breaches any of his obligations, other provisions of the Agreement or the applicable laws and/or if the Client abuses his/her rights and such a breach has resulted or may result in inflicting damage on the other Client, DANVEL LTD has a right to take one of the following measures for terminating the breach at its own discretion without any separate explanations:

- To remove the content which breaches the Terms (article/note, text, image, etc.);
- To block the User's Account temporarily, i.e., to deprive the User Account temporarily of the possibility to use the DANVEL LTD till he eliminates the breaches. Review of the case and unlock may take up to 30 days. Accrual of bonuses does not occur until the User Account is temporarily blocked;
- To block and delete the User's Account for good and all, i.e., to deprive the Client indefinitely of the right to the authorization in the User Account;
- To rectify otherwise the consequences of the Client's negative acts breaching these Agreement.

DANVEL LTD shall:

1. Observe all provisions of the present Agreement and applicable laws.
2. Organize and ensure the proper provision of Services.
3. Use all personal data and confidential information about the Client only for provision of Services.
4. Not to distribute information relating to the Client to anyone except for its employees, trustees and partners in the volume necessary for the enforcement of the Client's rights, unless otherwise provided for the Agreement.
5. To immediately block access to the User Account in the event of receipt of the Client's notification about unauthorized access by third parties until sufficient measures are taken in order to change the data required to access the User Account.

## **RIGHTS AND OBLIGATIONS OF THE CLIENT**

When using the DANVEL LTD (through the Website and in any other manner including by means of any software as has not been approved by the DANVEL LTD), you have the right to:

1. Use the DANVEL LTD functionality for purposes as are not



contrary to these Terms and the applicable laws;

2. Participate in DANVEL LTD bonus programs and special offers;

3. Contact the DANVEL LTD and to receive a response

from it in accordance with the procedure determined by these Terms.

4. Receive and transfer Digital Assets into your Initial Wallet and

withdraw them as outlined in this Agreement.

When using the DANVEL LTD, you shall:

1. Not create more than one User Account;

2. Take full responsibility for correctness of the information you provide to DANVEL LTD;

3. Not transfer, assign or resell your User Account;

4. Not try to receive access to the User Account of another Client or perform any acts from the User Account of another Client;

5. Not use automated programs (bots, robots, "spiders", scrapers, and other programs having similar functions) and scripts through User Account and in the DANVEL LTD, in particular, for the collection of the information on the other Clients, and for mass or targeted distribution (spam, etc.);

6. Not carry out any unauthorized collection and processing of the personal data of other Clients without their explicit consent;

7. Not distribute unauthorized commercial messages (advertising, spam) among the other Clients;

8. Take care of the cybersecurity of his User Account, in particular, shall not disclose his login and password to third parties, prevent a temporary or permanent access of such persons to his User Account and shall not alienate your User Account for the benefit of third parties (by donating, selling, exchanging it, etc.);

9. Not perform any acts:

- Having the nature of threats, jeopardizing, persecution, discrimination, abuse, deceit, or some other unlawful influence on the other Clients;
- Breaching the rights and legal interests of the other Clients; and
- Making the other Clients' comfortable use of the DANVEL LTD impossible otherwise;

10. (content) before they are performed/carried out;

11. Not perform acts aimed at a breach of the normal functioning of the

DANVEL LTD (e.g. by overloading the computer equipment on the basis of which the DANVEL LTD platform operates) both by means of software and through his direct acts within the DANVEL LTD;

12. Not disseminate, launch or use viruses, Trojan horses, and other harmful software (exe files, object codes in any form, etc.) within the DANVEL LTD;

13. Not breach intellectual property rights which belong to other persons in accordance with the applicable intellectual property laws (trade names, trademarks, titles of art works, etc.) within User Account or the DANVEL LTD. Estimate the lawfulness of any acts, transactions and the placement of any materials, texts, files;

14. Report and pay any taxes arising from your use of the Digital Assets and bonuses. Each Client is subject to any taxes he may be subject to by the state of their residency or any other applicable rules. In addition, you agree that DANVEL LTD is not responsible for determining whether or which laws may apply to you, including tax law;

15. Not engage in unlawful network marketing, organization of and involving the Clients in pyramid investment schemes, fraudulent activities and in other unlawful activities within the DANVEL LTD;

16. Not place anywhere the false information about DANVEL LTD, and information discrediting business reputation of DANVEL LTD, as well as the honor and dignity of its Clients and associated persons.

17. Not breach other rights and legal interests of DANVEL LTD, its Clients or third parties including legal entities, individuals, international organizations, public bodies, entire states, etc;

18. Not assist other Clients in breaching these Terms and notify DANVEL LTD immediately if you detect such breaching;

19. Use DANVEL LTD in accordance with the Agreement.

DANVEL LTD takes no responsibility for your use of Digital Assets, and you must understand all risks associated with use of Digital Assets.

The use of the DANVEL LTD and any elements of its functionality shall be voluntary. You will have your own choice regarding your activities

within DANVEL LTD, but please note that each Client is responsible for its own activities. In addition, you must be aware of any potential risks, as further outlined in this Agreement, and respect other Clients.

## **NOTICE**

DANVEL LTD will use the email address on record for your User Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes.

## **TERM, AMENDMENTS AND TERMINATION**

Term of Agreement starts to run from the date of the Client makes acceptance of the Agreement by clicking the "Accept" button when creating a User Account. The Agreement ends with its termination conducted in accordance with the provisions of the Agreement.

In the event of changes made to this Agreement, the modified version will be immediately published on the Website. You should regularly review this Agreement. If the changes in this Agreement are significant, we will do our best to inform you about the changes and to make such changes clearly introduced to you. If changes to this Agreement are not significant, we will notify you of such changes by posting the updated Agreement on our Website.

## **LIMITED WARRANTY**

THE DANVEL LTD PLATFORM SOFTWARE AND DOCUMENTATION ARE PROVIDED TO CLIENTS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH CLIENT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, DANVEL LTD PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY

INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

### **LIMITED LIABILITY**

IN NO EVENT WILL DANVEL LTD, OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OWNERS, DIRECTORS AND OFFICERS, AS WELL AS LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO ANY CLIENT OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PLATFORM SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DANVEL LTD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL DANVEL LTD, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', BEAR COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$100.00.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## **AVAILABILITY OF SERVICES**

DANVEL LTD provides Services without warranty of any kind, either express or implied. DANVEL LTD does not represent that its Website will be available 100% of the time to meet your needs. DANVEL LTD strives to provide you with the service as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

DANVEL LTD uses reasonable endeavors to ensure that its website can be accessed by you in accordance with this Agreement. However, Services may be suspended for maintenance, and you acknowledge that notice to you may not be possible in an emergency.

## **PRIVACY POLICY**

By registering himself in the DANVEL LTD, the Client agrees to the collection, storage, use, and disclosure of his personal data in accordance with these Agreement and the applicable laws. The confidentiality-related aspect of the relationship between the Parties shall be regulated by the Privacy Policy accessible at our Web-site and being an integral part of these Terms.

## **PUBLICITY WAIVER**

Your rights to your personal data published by you in or with the DANVEL LTD remain unchanged. We do not claim ownership of it. Instead, when you publish or upload personal data that is subject to intellectual property rights to or in connection with our Services or share such personal data, you hereby give us a non-exclusive, royalty-free, valid for worldwide license with the right to transfer and issue sublicenses for storage, use, distribution, modification, launch, copy, public performance or display, translation of your personal data and creation of derivative works based on it (in accordance with technical capabilities of the DANVEL LTD Platform and features of blockchain networks). You can terminate this license at any time by deleting your personal data or User Account. Technical and legal based restrictions may be applied to certain types of personal data.

## **RELEASE OF DANVEL LTD /INDEMNIFICATION**

DANVEL LTD encourages its Clients to resolve any disputes amicably. However, should a dispute arise between you and one or more other Clients of

DANVEL LTD, you release DANVEL LTD, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold DANVEL LTD, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

### **CYBERSECURITY**

DANVEL LTD security measures include security feature such as password entry requirement for User Account.

In case of authorization in the User Account, the Client shall follow the procedure of the so-called two- factor authentication being a component of the Client's and the DANVEL LTD cybersecurity.

Organizing and ensuring the proper provision of the Services, DANVEL LTD may not have an ability to prevent or mitigate attacks on blockchain networks or prevent hacker attacks. DANVEL LTD makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not DANVEL LTD was negligent in providing the proper security.

### **GOVERNING LAW**

This Agreement shall be governed by and construed according to the laws of Great Britain. For all matters not covered in this Agreement, Parties shall be governed by the laws of Great Britain.

Any disputes that may occur as a result of implementation of the present Agreement and other agreements established between the Parties, are resolved in compliance with legislation of Great Britain.

### **DISPUTE RESOLUTION PROCEDURE**

All disputes and controversies arising out of, under, or in connection with

this Agreement are to be settled by way of negotiation. In order for a dispute or a controversy to be submitted to the court, the complaint settlement procedure should be observed.

In case the Client believes that DANVEL LTD by any action or inaction violates one or more articles of the Agreement, he has the right to submit a complaint to DANVEL LTD.

The complaint should be submitted to DANVEL LTD in the way described in this Agreement. The complaint should contain the following:

1. The Client's name; and
2. Date and time the problem occurred; and
3. Description of disputable situation with reference to an article/articles of this Agreement and/or a relevant regulation that the Client considers violated.

The complaint must not contain the following:

1. Emotional evaluation of the disputable situation;
2. Offensive remarks;
3. Expletives.

A complaint should be sent via the e-mail to DANVEL LTD within 20 days from the moment the Client found out that his rights were violated. DANVEL LTD, having received a complaint, notifies the applicant via the electronic mail about the results of the examination within 7 working days from the date of receipt of a complaint.

DANVEL LTD has the right to reject a complaint in case it does not meet the requirements of this Agreement. All complaints are examined in compliance with this Agreement and/or relevant regulations.

The Parties shall use all reasonable efforts to settle through negotiations any disputes arising out of this Agreement, in connection with it or its violation, termination or validity.

Statement of claim may be filed to a court in case the dispute and disagreement was not settled or response to the complaint was not received within 30 days.

The Client unconditionally:

1. Consents that courts of Great Britain have exclusive jurisdiction, which determines any legal proceedings in regard to the present

Agreement;

2. Consents to the jurisdiction of the courts of Great Britain;
3. Renounces any kind of protest in regard to judicial settlement in any such court;
4. Agrees to never claim that location of such courts is inconvenient, or that they are legally invalid in regard to the Client.

The Client agrees to fulfill requirements and execute the court's decision.

## **FORCE MAJEURE**

Neither party hereto shall be liable for failure or partial failure to perform these Agreement if such failures have been caused by Force Majeure circumstances being beyond Parties reasonable control such as

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- Labor disputes and lock-out;
- Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);
- Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

and other circumstances which may refer to as Force Majeure.

Target dates of obligations execution under this Agreement shall be postponed for the period of such circumstances duration. If such circumstances last over 1 month, Parties shall negotiate to achieve a solution acceptable to both Parties.

Within 15 working days after the occurrence of Force Majeure circumstances,



the affected Party shall submit to the other Party a Force Majeure confirming document issued by Chamber of Commerce and Industry or any other authorized or reputable organization of the country of the Force Majeure. Such document shall constitute a sufficient proof of Force Majeure.

Should such Force Majeure circumstances last for more than 60 days, any Party shall be entitled to terminate further execution of its obligations under this Agreement.

In this case the Parties shall effect the final settlement under the Agreement within 15 working days after notification by either Party of termination of its obligations hereunder in connection with Force Majeure circumstances.

In such cases neither Party shall be entitled to claim damages caused by Force Majeure circumstances from the other Party.

## **INTELLECTUAL PROPERTY RIGHTS**

Clients acknowledge and agree that the use of and access to DANVEL LTD under this Agreement are provided under license, and not sold, to any Client. Clients do not acquire any ownership interest in DANVEL LTD under this Agreement. DANVEL LTD reserves and shall retain its entire right, title, and interest in and to the software and all Intellectual Property Rights arising out of or relating to the Platform software, except as expressly granted to the Clients in this Agreement. Clients shall safeguard all Platform software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. As used herein, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, and all similar or equivalent rights or forms of protection, in any part of the world.

## **RISK FACTORS**

Owning virtual currencies involves a high degree of risk. Clients should carefully consider the risks described below, together with all of the other information contained in the Agreement before making a decision to use DANVEL LTD.

By owning virtual currencies and transferring Digital Assets to the Platform, you

expressly acknowledge and assume the following risks:

## **RISKS RELATED TO DANVEL LTD**

**DANVEL LTD has a limited operating history and any success to**

**date may not be indicative of future results.** DANVEL LTD has a

limited operating history upon which an evaluation of its prospects and future performance can be made.

DANVEL LTD proposed operations are subject to all business risks

commonly associated with new enterprises. Using DANVEL LTD must be

considered in light of the problems, expenses, difficulties, complications, and delays

frequently encountered in connection with the inception of a business, the operation

in a competitive industry, and the continued development of advertising, promotions,

and a corresponding client base. Each Client should consider DANVEL LTD business,

operations and prospects in light of the risks, expenses and

challenges faced as an early-stage company.

**DANVEL LTD and/or the Platform may dissolve.** It is possible that,

due to any number of reasons, including, but not limited to, an unfavorable

fluctuation in the value of ETH, BTC or other cryptographic and fiat currencies, a

decrease in the Digital Assets' utility, the failure of commercial relationships, or

intellectual property ownership challenges, DANVEL LTD may no longer

be viable to operate, or DANVEL LTD may dissolve.

**DANVEL LTD relies on third parties to adopt the DANVEL LTD platform**

**for the success of its operations and the digital assets.**

DANVEL LTD relies on third parties, including various companies with

which it has or hopes to establish partnerships, to adopt the DANVEL LTD platform

and use the services that DANVEL LTD provides. While

DANVEL LTD will promote and market the DANVEL LTD

platform to potential Clients, it cannot guarantee that it will be successful or that

the DANVEL LTD platform will grow as expected. If third parties or

DANVEL LTD partners fail to effectively utilize the DANVEL LTD platform,

then DANVEL LTD operations may be adversely affected.

It is also possible that alternative networks could be established that use protocols

that are the same or similar to the protocol underlying the DANVEL LTD

platform and attempt to provide services that are materially similar to DANVEL LTD services.

The DANVEL LTD platform may have to compete with these alternative platforms, which could negatively impact the Platform.

## **RISKS RELATED TO THE VIRTUAL CURRENCIES AND THE BLOCKCHAIN**

**Significant risks are related to the virtual currencies products.** Understanding the virtual currencies products can be very complicated, as virtual currencies are often described in technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Distribution of bonuses in virtual currencies to you by DANVEL LTD does not indicate approval or disapproval of the underlying technology regarding any virtual currency, and should not be used as a substitute for your own understanding of the risks specific to each virtual currency.

DANVEL LTD does not give you any warranty as to the suitability of the virtual currencies that may be distributed to you via the bonus program, and assumes no fiduciary duty in our relations with any Client.

Clients acknowledge that virtual currencies prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your Digital Assets you possess at any given moment.

Virtual currencies have unique features that make may it more or less likely to allow them to fluctuate in value. Such factors as regulatory activity, market manipulation, or unexplainable price volatility may affect market liquidity for a particular virtual currency. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. DANVEL LTD does not assume the risk of losses due to factors beyond its control regarding the viability of specific blockchain networks.

Virtual currencies are part of a worldwide decentralized network, individuals and firms choose to participate in it voluntarily. The system is digital, decentralized and mostly anonymous. Relying on this system means relying on the peer-to-peer networking and cryptography to maintain the integrity.

Further, risks associated with virtual currencies include not only market fluctuation risks, but risks of general loss of confidence by the participants, cybersecurity, irrational behavior, changes in software, government crackdown,

creation of other currencies and digital assets, technical problems, theft and hacking, or other unforeseen risks.

For the avoidance of doubt, DANVEL LTD does not provide any investment advice to any Clients in connection with their use of DANVEL LTD.

We may provide information on the price, range and volatility of virtual currencies as well as on the ratings of other Clients, education materials, but none of such information is an investment advice and each Client bears its own risk in respect of any activities within DANVEL LTD, and DANVEL LTD shall not be liable for any loss suffered.

**Taxation of virtual currencies is uncertain.** The tax characterization of virtual currencies is uncertain. Clients must seek their own tax advice in connection with owning virtual currencies, which may result in adverse tax consequences, including withholding taxes, income taxes and tax reporting requirements. Each Client should consult with and must rely upon the advice of its own professional tax advisors with respect to the U.S. and non-U.S. tax treatment of virtual currencies ownership.

**The regulatory regime governing the blockchain technologies and virtual currencies is uncertain, and new regulations or policies may materially adversely affect the development of the DANVEL LTD platform and the utility of the virtual currencies.** Various legislative and executive bodies in Great Britain and in other countries may, in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the DANVEL LTD platform and the adoption and utility of the virtual currencies.

Failure by DANVEL LTD or certain Clients of the DANVEL LTD platform to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Cryptographic digital assets, including virtual currencies, are relatively new and untested technology. In addition to the risks specified in this Agreement, there are other risks associated with the acquisition, storage and use of virtual

currencies, including risks that DANVEL LTD cannot foresee. Such risks may additionally arise in the form of unforeseen changes or a combination of risks specified in the Agreement.

## **MAINTENANCE AND SUPPORT**

Basic software maintenance and support services will be provided to you, and will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as DANVEL LTD will make generally available free of charge to all Clients of DANVEL LTD.

DANVEL LTD may develop and provide Updates in its sole discretion, and Clients agree that DANVEL LTD has no obligation to develop any Updates at all or for particular issues. Clients acknowledge that DANVEL LTD may provide some or all Updates via Website and that Client's receipt thereof will require an internet connection, which connection is Client's sole responsibility. DANVEL LTD has no obligation to provide Updates via any other resources. Maintenance and support services do not include any new version or new release of the software that DANVEL LTD may issue as a separate or new product, and DANVEL LTD may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

## **CONTACT US**

You understand and agree that all communication with you will be via email.

Please contact us if:

- you have any questions, inquiries or comments about this Agreement;
- you wish to access, update, and/or correct inaccuracies in your personal information;
- or you otherwise have a question or complaint regarding the DANVEL LTD.

You may contact us by E-mail at: [info@danvel.com](mailto:info@danvel.com).