

The logo for Unlimit, featuring a stylized 'U' followed by the word 'nlimit' in a bold, sans-serif font. The background is a vibrant yellow with a white, torn-paper-like corner effect in the top right.

Unlimit

Unlimit Crypto

User Terms

Last updated: 30.01.2023

1. Scope of the Terms

- 1.1. These Unlimit Crypto User Terms (the Terms) constitute legally binding agreement between You (hereinafter referred to as "User", "You"/"you") and GateFi UAB (hereinafter referred to as "Unlimit Crypto", "We"/"we") which regulates relations between Unlimit Crypto and User to whom Unlimit Crypto renders **the Service** (as defined below), as updated from time to time and related matters.

These Terms apply to services they refer and services which are provided by Unlimit Crypto to User at any given time. These Terms shall constitute an integral part of transactions between User and Unlimit Crypto.

- 1.2. Unlimit Crypto operates a software platform and software widget (**the Widget**) that enables User to purchase **the Service**:
- (i) User engages in one-off transaction with Unlimit Crypto to exchange Fiat currency for Virtual Assets;
 - (ii) User pays for Virtual Assets using Payment Method supported by Unlimit Crypto;
 - (iii) Subject to User's compliance with conditions and obligations specified in these Terms, Unlimit Crypto initiates transfer of Virtual Assets to the Wallet confirmed by the User.

all together—the Service/Unlimit Crypto Service.

- 1.3. The User hereby acknowledges and agrees that the User will access and use Unlimit Crypto Service at their own risk.

Before using Unlimit Crypto Service, the User must carefully consider whether purchasing or holding Virtual Assets is suitable for the User, including but not only in the light of the User's financial situation and knowledge regarding the Virtual Assets that the User is interested in. Purchasing Virtual Assets entails a substantial risk of loss and the value of Virtual Assets is subject to extreme volatility.

None of the information We provide is or should be treated as financial advice. If the Users are in any doubt as to the actions they should take, Unlimit Crypto encourages the User to consult with a legal, financial, tax or other professional advisor(s). If any of the risks are unacceptable to You, You should not use Unlimit Crypto Service.

- 1.4. User may submit User Order to Unlimit Crypto via Widget embedded in Unlimit Crypto's own platform.

Subject to User's compliance with conditions and obligations specified in these Terms, User may also submit User Order to Unlimit Crypto via Widget embedded in platform of entrusted Unlimit Crypto's third party.

We're not responsible for any third-party platforms or applications through which You access Unlimit Crypto Service including any damage or loss.

- 1.5. By submitting Order, applying for and using the Service, You agree to the Terms in force at that time, so please be sure to read these Terms carefully each time You use the Service and/or submit Order to Unlimit Crypto.

We may update these Terms at any time and the changes will be published on this page. Any changes are effective immediately on posting. If You do not agree or fail to adhere to the Terms or any other rules of any of Unlimit Crypto Service, You are not entitled to use Unlimit Crypto Service. User is responsible for failure to comply with the Terms and/or non-adherence to the Terms.

- 1.6. If You would like to know how Unlimit Crypto processes Your personal data, please visit website of Unlimit Crypto and read our Privacy Notice read our Privacy Notice.

2. Definitions

“User Order/Order” means a request of the User for the Service (User order to exchange Fiat currency for Virtual Assets) submitted to Unlimit Crypto and accepted by the latter for processing.

“Fiat” when used in reference to money, means a national currency such as USD, EUR, etc designated as a legal tender by a relevant government/country.

“Payment Method” means a method of enabling payments by Users such as payment card, any method of offline or online wire transfer or e-wallet as supported by Unlimit Crypto.

“Virtual Asset(s)” means a digital representation of value that can be digitally traded or transferred and in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets.

“Wallet/Wallet Address” means an on-blockchain virtual address in which Virtual Assets can be held; and Virtual Assets can be transferred to/from the Wallet.

“Widget” means widget and software of Unlimit Crypto through which User(s) can purchase Unlimit Crypto Service(s).

“Unlimit Crypto”—UAB GateFi, a Lithuanian private limited liability company registered under registry code 306127363, with the address Vilnius, Eišiškių Sodų 18-oji g. 11. Unlimit Crypto is registered with Register of Legal Entities of Republic of Lithuania and Financial Crime Investigation Service under the Ministry of the Interior of the Republic of Lithuania as Virtual Asset Service Provider, in accordance with the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.

3. User eligibility requirements to purchase Unlimit Crypto Service and User representations:

- 3.1. You can use Unlimit Crypto Service only under the condition that:
- (i) You are 18 or over and have sufficient capacity to enter into legally binding contracts;
 - (ii) You agree to these Terms by ticking the box “I agree to these terms”, and to using Unlimit Crypto Service in accordance with these Terms;
 - (iii) You provide Unlimit Crypto with accurate, complete, and up-to-date information, and do not misrepresent Your identity or any other information about You;
 - (iv) You agree to comply with all laws and regulations applicable to Your use of Unlimit Crypto Service;
 - (v) You have not been and will not be involved in illegal practices that may constitute in violation of applicable laws and regulations and undertake to comply with them, including laws and regulations on anti-corruption, AML/CTF and assets hiding prevention;
 - (vi) neither You, nor Your related persons are sanctioned by the US, UK or EU;
 - (vii) You do not have Your citizenship or legal place of residence in any country that is in the FATF black list/ is under economic sanctions programs;

(viii) You have not been previously suspended from using Unlimit Crypto Service.

- 3.2. By using Unlimit Crypto Service, You agree and represent that You will use the Unlimit Crypto Service only for Yourself, and not on behalf of any third party.

Using Unlimit Crypto Service is subject to User providing Unlimit Crypto with the information to identify and verify identity of User and for the detection of anti-money laundering, terrorist financing, fraud, or any other financial crime or any other illegal activity and permit us to keep a record of such information. You will need to complete certain verification procedures before You are permitted use the Unlimit Crypto Service. User information We request may include certain personal information including, but not limited to, Your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding Your bank account (such as the name of the bank, address of the bank, the account type, and account number), mobile device identifiers (IMSI and IMEI) and other details.

- 3.3. You authorise 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, financial crime, illegal activity and to take action We reasonably deem necessary and/or as deemed necessary by relevant cryptocurrency network/payment scheme or network.

4. Terms of Unlimit Crypto Service

- 4.1. Unlimit Crypto neither opens account, nor provides crypto-wallet service to Users. You acknowledge that Unlimit Crypto is not responsible for safeguarding or holding Your Virtual Assets, or any private keys or other security information to access Your Virtual Assets and that Unlimit Crypto is not responsible for any loss of Virtual Assets resulting from theft, loss, or mishandling of private keys, credentials or other security information.
- 4.2. When using Unlimit Crypto Service, You are buying Virtual Assets from Unlimit Crypto directly. Unlimit Crypto does not act as an intermediary or marketplace between other buyers and sellers of Virtual Assets/cryptocurrency.

At no point during the purchase or sale of Virtual Assets, will Unlimit Crypto be in possession or in control of User's funds.

- 4.3. Unlimit Crypto does not have any control over transaction times for the Virtual Assets/cryptocurrency network and there may be instances where transaction times may take longer than usual. As such, You accept the risk that transfer of Virtual Assets initiated on the side of Unlimit Crypto may be delayed and You confirm that You will not hold Unlimit Crypto responsible for any losses, damages or injury arising out of or related to such delay.**
- 4.4. Unlimit Crypto uses Virtual Assets/cryptocurrency exchanges and payment service providers to initiate transfer of Virtual Assets in accordance with Order submitted by User. Unlimit Crypto is not responsible or liable for any actions, delay or errors made by such Virtual Assets exchanges/cryptocurrency exchanges and payment service providers and/or payment schemes. Unlimit Crypto shall not be held responsible or liable for choice of Virtual Assets exchanges/cryptocurrency exchanges and payment service providers.**
- 4.5. Unlimit Crypto is not responsible for determining whether or which laws may apply to You and/or in respect to Your transactions, including tax law. You are solely responsible to determine whether, and to what extent, any taxes apply to You and/or in respect to Your transactions conducted using Unlimit Crypto Service, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

- 4.6. Unlimit Crypto may impose certain limits, including limits on the minimum or maximum volume of Orders, that User can request. Unlimit Crypto can set and change these limits at Unlimit Crypto's discretion.

5. User Fees

- 5.1. User agrees to pay the following User Fees for the usage of the Services as set forth, published, amended, and updated from time to time at the sole discretion of Unlimit Crypto (**the User Fees**):

- (i) The Network Fee, which is generated automatically by virtue of the blockchain transaction. This charge is determined by blockchain transaction and is charged automatically by the blockchain and/or Virtual Assets networks/cryptocurrency networks.

The Network Fee, which is due for payment by User as presented to User by Unlimit Crypto in Fiat, as converted at the exchange rate of Unlimit Crypto that is exclusively and solely defined by Unlimit Crypto without any obligation for Unlimit Crypto to obtain approval or consent of User.

- (ii) Processing Fee is due for payment by User in Fiat. And
- (iii) Any other fees that are applicable and effective at the time of User Order.

- 5.2. User Fees shall be presented to User prior to processing of User Order.

6. Responsibilities of User

- 6.1. User order to exchange Fiat currency for Virtual Assets may be submitted by User to Unlimit Crypto via Widget (**the Order/User Order**) only under the following conditions (it is deemed that such conditions are met when You submit Order):

- (i) User accepts Unlimit Crypto User Terms, and provides necessary information for the purpose of verification, as requested by Unlimit Crypto from User.

Any information stored in the blockchain and/or Virtual Assets/cryptocurrency network will remain publicly viewable and immutable for an indefinite period of time. Your blockchain/Wallet Address and certain data may be displayed permanently and publicly. By submitting Order, You agree to relinquish any right of rectification or to the erasure of personal data, which is not possible on the blockchain.

- (ii) User reviews and confirms that User Information and Order details are true and correct.

- 6.2. **By submitting Order, User acknowledges and understands that due to nature of Virtual Assets and involvement of 3rd parties in provision of the Service:**

- (i) **the actual amount of fees payable by User for Order and net amount of Virtual Assets received in Wallet may be subject to change; and**
- (ii) **the actual amount of fees payable by User for Order/net amount of Virtual Assets received in Wallet may be different from the amounts presented to User.**

(e.g. on-going fluctuations of price of Virtual Assets/the Network Fee that may occur during/after submission of Order by User and initiation of transfer of Virtual Assets on the side of Unlimit Crypto).

- 6.3. It is Your responsibility to provide Unlimit Crypto with a true, accurate and complete Wallet Address when carrying out an Order. You are obliged to verify whether the dis-

played Wallet Address that has been disclosed for the purpose of provision of Unlimit Crypto Service is the correct one.

You understand and agree that Unlimit Crypto accepts no liability for incorrect or inaccurate Wallet Address. Once You submit Order to Unlimit Crypto, the Wallet Address is deemed confirmed by You as correct Wallet Address for the relevant Order. We will have no responsibility to check whether You have provided a correct and accurate Wallet Address for the Order.

You are obligated to verify whether a transfer of Virtual Assets may be successfully effectuated to the Wallet Address that You have provided to Unlimit Crypto. Certain crypto-wallet providers may impose limits to that respect, which may result in the Virtual Assets being released by Unlimit Crypto but not accepted to the Wallet. In the event that this occurs, Unlimit Crypto will not be liable and the service will be considered rendered.

- 6.4. User is obliged to indemnify Unlimit Crypto and its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors against any claims, losses, damages, suits and expenses, of whatever kind, including reasonable legal fees and the costs of any trades (e.g. any Network Fees, Processing Fees) that We incur in connection with or arising out of Your access to or use of Unlimit Crypto Service, or Your activities in connection with Unlimit Crypto Service, and for Your breach of these Terms or violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by You or any person acting on Your behalf while using Unlimit Crypto Service, regardless of whether the specific use was expressly authorized by You.

7. Cancellations and refunds

- 7.1. Once You submitted an Order, such Order cannot be cancelled or recalled by You. All Orders are final and cannot be refunded/returned. You will not be entitled to any credit or refund or return and all purchases of Virtual Assets are final.
- 7.2. We reserve the right to cancel Your Order, without advance notice to You and without providing reason.
- 7.3. Unlimit Crypto is not responsible for any inaccuracy in the data provided by You. You are obliged to check all the information before submitting it to Unlimit Crypto.

Unlimit Crypto shall not be responsible for any losses or damages suffered by the User as a result of the User's fault, including but not limited to User's loss of Fiat Currencies, Virtual Assets or investment opportunities; actions of Virtual Assets/cryptocurrency networks; actions of payment schemes/payment systems; delays of Virtual Assets/cryptocurrency networks and/or payment service providers. Unlimit Crypto is not responsible for the consequences of any limits set by Your or any third-party wallet providers/payment method providers. Unlimit Crypto will not take responsibility to issue refunds, regardless of whether You were the victim of fraud, mistake or loss of private key or other credentials.

Transfers of Virtual Assets are irreversible and Unlimit Crypto will not be able to reverse any transfer of Virtual Assets initiated on the side of Unlimit Crypto, including in case You made a mistake in the provided Wallet data or any other information provided by You, or changed your mind or otherwise decided to reverse or cancel the Order submitted to Unlimit Crypto.

8. Termination and suspension of Service

8.1. These Terms apply until terminated by Unlimit Crypto.

User does not have an ongoing legal relationship with Unlimit Crypto (User engages in one-off transaction with Unlimit Crypto to exchange Fiat currency for Virtual Assets at Unlimit Crypto's exchange rate applicable at the time of conversion) hence, User may simply cease to use Unlimit Crypto Service.

8.2. Unlimit Crypto reserves the right to immediately suspend Your access to and use of the Services or terminate relations with You without advance notice or liability to You if:

- (i) You no longer meet the User eligibility requirements to purchase Unlimit Crypto Service or User representations are breached;
- (ii) You breach these Terms;
- (iii) You do not pay any of the Fees;
- (iv) Unlimit Crypto is instructed or required to do so by a governmental or other competent or judicial body, law or regulation;
- (v) In other circumstances as deemed justified by Unlimit Crypto.

Unlimit Crypto shall not be liable for damages suffered by You arisen due to the suspension and/or termination of Your access to and use of the Services, relations with You; and/or in case of reasons arising from the fault of the User.

8.3. Anything in these Terms which is intended to survive termination—including Your indemnity, taxes, warranty disclaimers, IP, and governing law—will remain in force.

9. Intellectual property

The User explicitly acknowledges that Unlimit Crypto is and remains the sole owner of the Widget, Unlimit Crypto's website, the Service and/or other intellectual property rights relating thereto. The Widget, Unlimit Crypto's website and all information, content, material, graphics, products, website addresses, and layouts and services included on or otherwise made available to the User through the Widget and website/platform of Unlimit Crypto are the exclusive property of Unlimit Crypto and are protected under applicable law. All such rights and goodwill are, and shall remain, vested with Unlimit Crypto.

You are not allowed to reproduce or store any part of Unlimit Crypto Widget and/or Services or marks in any way without prior written permission of Unlimit Crypto, which Unlimit Crypto may deny at Unlimit Crypto's own discretion. The User undertakes to notify Unlimit Crypto of any actual, threatened, or suspected infringement of any intellectual property rights of Unlimit Crypto which comes to the User's attention, and of any claim by any third-party due to use of the Services.

10. Warranty disclaimer

WEBSITE/WIDGET OF UNLIMIT CRYPTO AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND UNLIMIT CRYPTO EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR THE USER'S USE OF WEBSITE/WIDGET OF UNLIMIT CRYPTO AND SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ACKNOWLEDGES THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF WEBSITE/WIDGET OF UNLIMIT CRYPTO AND SERVICES RESTS ENTIRELY WITH THE USER.

IN NO EVENT WILL UNLIMIT CRYPTO, ITS SUBSIDIARIES AND AFFILIATES, BENEFICIARIES, OWNERS, SHAREHOLDERS, MEMBERS OF THE BOARD, DIRECTORS, REPRESENTATIVES, ATTORNEYS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND CONTRACTORS BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, DECREASE IN VALUE OR BUSINESS OPPORTUNITY, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, CORRUPTION OR BREACH OF DATA, OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR SIMILAR DAMAGES OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, WHETHER OR NOT UNLIMIT CRYPTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

UNLIMIT CRYPTO MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL OR CURRENT PRICE DATA OF CRYPTOCURRENCIES/VIRTUAL ASSETS. UNLIMIT CRYPTO WILL MAKE REASONABLE EFFORTS TO ENSURE THAT ORDERS ARE PROCESSED IN A TIMELY MANNER BUT UNLIMIT CRYPTO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING (WHICH IS DEPENDENT UPON MANY FACTORS, INCLUDING THOSE OUTSIDE OF UNLIMIT CRYPTO'S CONTROL), AND UNLIMIT CRYPTO SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHICH YOU MAY INCUR AS A RESULT OF ANY DELAY IN THE PROVISION OF THE SERVICES.

11. Liability

Unlimit Crypto is not liable for:

- (i) any loss/damages including any indirect or consequential losses/damages;
- (ii) any loss of data, funds, Virtual Assets/cryptocurrencies, or any losses You suffer as a result of price fluctuations, inaccuracies in price information given in relation to Virtual Assets/cryptocurrencies or non-availability of Virtual Assets/cryptocurrencies; and
- (iii) loss resulting from anything outside of Unlimit Crypto's control, which includes anything any third party does or fails to do, including third party exchanges, payment providers, token issuers and/or wallet providers, delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

12. Complaints resolution

In the event of an infringement of the User's rights with respect to the Services, please send a complaint to support@gatefi.com.

The User shall have to apply to Unlimit Crypto no later than within three months after the day of submission of Order by User; and the event of complaint not relating to Order of User—no later than within three months after the day when the User became aware or ought to have become aware of an infringement of their rights or lawful interests. All complaints will be examined, and the User will be contacted as soon as possible, but not later than within 14 days. In a case where User does not agree with the solution offered by Unlimit Crypto and considers that the User's rights have been violated or

the User's interests have been harmed, the User may lodge a complaint with the State Consumer Rights Protection Authority of Republic of Lithuania.

13. Applicable legislation and disputes resolution

The legislation of Republic of Lithuania shall be applied to the Terms. Any court action between Unlimit Crypto and the User shall be resolved in the Vilnius District Court which has exclusive jurisdiction for resolving disputes arising under the Terms.

14. Miscellaneous

- 14.1. Singular/plural. Unless the context requires otherwise, words in singular shall include the plural version and vice versa, and the masculine gender includes the female and vice versa.
- 14.2. Headings. The headings in these Unlimit Crypto User Terms are for convenience only and shall not to be considered in connection with the interpretation or enforcement of these Unlimit Crypto User Terms.
- 14.3. Severability. If any provision in these Unlimit Crypto User Terms is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws and regulations, such provision will be deemed amended to conform to applicable laws and regulations so as to be valid and enforceable, or if it cannot be so amended without material alteration to intention, it will be deleted, but the validity, legality and enforceability of the remaining provisions of these Unlimit Crypto User Terms shall not be impaired or affected in any way.
- 14.4. The Terms are a contract between the User and Unlimit Crypto. No other person shall have any rights to enforce any of its terms. Additionally, Unlimit Crypto may without the consent of User assign its rights and obligations and/or claims against User arising from Unlimit Crypto User Terms.
- 14.5. Failure of Unlimit Crypto to exercise its rights arising from any provision of Unlimit Crypto User Term shall not constitute waiver of Unlimit Crypto's rights. Any failure of Unlimit Crypto to seek redress for any defaults or insist on strict performant or compliance with any provisions governing business relationship between Unlimit Crypto and User, or any failure to exercise right or remedy whatsoever will not constitute waiver of the same.
- 14.6. This is the entire agreement between the parties and supersedes any other agreement, representations (or misrepresentations), or understanding, however, communicated.