



Terms & Conditions

Last updated: February 12, 2018

Thank you for choosing Eurofixcoin.com (the “**Site**”). The following terms and conditions of service (these “**Terms of Service**”) apply to customers of the Site. You should read these Terms of Service carefully to determine which provisions apply to you, and to determine the party with which you are contracting. By using any of the services, functions, or features offered from time to time on the Site (collectively or individually, the “**Services**”), the customer (referred to herein as “**you**” or “**your**”) agrees to these Terms of Service.

These Terms of Service constitute the agreement and understanding with respect to the use of any or all of the Services, and any manner of accessing them, between: you and Eurofix Coin.

For the avoidance of doubt, these Terms of Service have two Parties: you and Eurofix Coin. Any and all terms, conditions, licences, limitations, and obligations contained within and on the Site are incorporated into these Terms of Service by reference, including, without limiting the generality of the foregoing, the following Site policies and pages: the Privacy Policy; the Anti-Spam Policy; the Law Enforcement Requests Policy. In particular, please note that all transactions of Digital Tokens on or off the Site may be subject to fees levied by Eurofix Coin as set out and updated in from time to time. In the event of any inconsistency between these Terms of Service and any other pages or policies on the Site, these Terms of Service shall prevail.

By creating an account on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms of Service in effect from time to time. If you disagree with these Terms of Service or with any subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the case of disagreement is to stop using all of the Services.

These Terms of Service may be amended, changed, or updated by Eurofix Coin at any time and without prior notice to you. You should check back often to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments,



changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

The use of the Site and any Services is void where prohibited by applicable law.

1. Interpretation:

A. Definitions: In these Terms of Service and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

1. “**Affiliate**” means a direct or indirect subsidiary of you, a holding company of you, and any other subsidiary of that holding company;
2. “**AML**” means anti-money laundering;
3. “**Applicable AML/CTF Laws**” means all Laws applicable to you, your Affiliate(s), or any of the Associates prohibiting money laundering or any acts, attempted acts, or material omissions or misrepresentations to conceal or disguise the identity of proceeds of any crime or terrorism or any party participating in or involved with an illegal or penalized transaction, to evade reporting requirements, or to eliminate transaction monitoring trails, which may also require programs, policies, processes, and controls to detect, prevent, report, and maintain records of money laundering, terrorist financing, or other suspicious activity;
4. “**Applicable Anti-Bribery/Anti-Corruption (ABAC) Laws**” means all Laws prohibiting bribery, kick-backs, undue influence, or similar corrupt business practices applicable to the Party, your Affiliate(s), or any of the Associates;
5. “**Applicable Sanctions Laws**” means all economic or financial sanctions, trade embargoes, blocking orders, asset freezes, export controls, restrictive trade measures, or antiboycott regimes that are enacted, adopted, issued, entered, promulgated, or applied by any Government to you, your Affiliates, or any of the Associates;
6. “**Associates**” means EFX, Eurofix Coin, Hongtai Trade (Hong Kong) Co Limited, and each and every one of their respective shareholders, holding company or companies, direct or indirect subsidiaries, employees, contractors, agents, directors, officers, partners, affiliates, insurers, and attorneys;
7. “**CTF**” means counter-terrorist financing;
8. “**Digital Tokens**” means blockchain-based assets or rights, or other similar digital representations of rights or assets, including bitcoins, Litecoins, ethers, and Eurofix Coin Tokens;
9. “**FATF**” means the Financial Action Task Force;
10. “**Government**” means any national, federal, state, municipal, local, or foreign branch of government, including any court, tribunal, arbitral body, department, agency, subdivision, bureau, commission, or other governmental, government appointed, or quasi-governmental authority exercising executive, legislative, judicial, regulatory, or administrative powers, authority, or functions of or pertaining to a government agency, instrumentality, or component, including any parastatal company or state-owned (majority or greater) or controlled business enterprise;
11. “**Government Approval**” means any license, authorization, consent, permit, concession, ruling, permit, filing, registration, certification, exemption, or exception enacted, adopted, issued, entered, promulgated, or applied by or with any Government under applicable Laws.



12. **“Government Official”** means any person qualifying as a public official or a “foreign official” under the Applicable ABAC Laws, including but not limited to an officer or employee of any Government; a director, officer, or employee of any Person in which a Government possesses a majority or controlling interest; a candidate for public office; a political party or political party official; an officer or employee of a public international organization; and any individual who is acting in an official capacity for any Government, candidate for public office, political party, or public international organization, even if such individual is acting in that capacity temporarily and without compensation;
13. **“Losses”** has the meaning set out in paragraph 18 of these Terms of Service;
14. **“Laws”** means any federal, state, provincial, county, parish, local, or foreign statute, law, constitution, treaty, convention, executive order, judgment, injunction, decree, writ, stipulation, directive, ordinance, regulation, rule, code, rule of common law, or other similar requirement or obligation enacted, adopted, issued, entered, promulgated or applied by a Government to you, your Affiliate(s), or any of the Associates, as they may be amended, extended, consolidated, re-enacted, or replaced, from time to time;
15. **“Person”** includes an individual, association, partnership, corporation, other body corporate, trust, and any other form of legal organization or entity, either individually or collectively;
16. **“Personal Information”** means information about an identifiable individual, business, organization, or other entity, but does not include the name, title, business address, or telephone number of an employee of a business, organization, or other entity;
17. **“Prohibited Jurisdictions”** means any country, jurisdiction, or territory that is now or may become subject to Applicable Sanctions Laws; the Government or Government Officials of any such country, jurisdiction, or territory; any Person that is owned or controlled, directly or indirectly, by the foregoing, and any Person that is acting or purporting to act, directly or indirectly, for the benefit of, on behalf of, or at the direction of the foregoing;
18. **“Prohibited Use”** has the meaning set out in paragraph 12 of these Terms of Service;
19. **“Sanctions List”** means any list, annex, or supplement designating any Government, Person, vessel, or aircraft as the target of economic or financial sanctions, trade embargoes, blocking orders, asset freezes, export controls, or restrictive trade measures under Applicable Sanctions Laws, as amended, modified, or substituted from time to time, by any Government with jurisdiction over you, your Affiliate(s), or any of the Associates.
20. **“Sanctioned Person”** means any Person, Government, or Government Official that is specifically listed in any Sanctions List; or Person owned or controlled in the aggregate by one or more Persons designated in any Sanctions List or by a Prohibited Jurisdiction, and that is not subject to a Government Approval.
21. **“Service”** means any of the services, functions, or features offered on the Site;
22. **“Site”** means the Internet website www.Eurofix Coin.to;
23. **“Terms of Service”** means these terms and conditions of service, as they may be changed, amended, or updated from time to time, including the following Site policies and pages: the Privacy Policy; the Anti-Spam Policy; the Law Enforcement Requests Policy;



24. **“Eurofix Coin Token”** means the Eurofix Coin Digital Token issued and redeemed by Eurofix Coin;
 25. **“EFX”** means Eurofix Coin;
 26. **“Trading Order Book”** has the meaning set out in paragraph 3 of these Terms of Service;
 27. **“Eurofix Coin Marks”** has the meaning set out in paragraph 14 of these Terms of Service;
 28. **“U.S. Person”** means:
 - a. in the case of an individual, a Person resident in or acting within the United States; and,
 - b. in any other case,
 1. a Person located or operating in the United States; or,
 2. a Person owned 10% or more with equity share voting power by one or more Persons resident in the United States or by one or more corporations or entities incorporated in or formed in the United States; and,
 29. **“you”** or **“your”** means the customer.
- B. **Headings:** The headings and sub-headings in these Terms of Service are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.
- C. **Extended Meanings:** Unless otherwise specified in these Terms of Service, words importing the singular include the plural and vice versa and words importing gender include all genders.
- D. **Governing Law:** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Any claim or action arising from or related to these Terms of Service shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any tort claim against Eurofix Coin. The venue and forum for any claim or action against or involving Eurofix Coin shall be in the British Virgin Islands. You unconditionally attorn to the exclusive jurisdiction of the courts of the British Virgin Islands and all courts competent to hear appeals therefrom. You also unconditionally agree to the exclusive forum and venue of the British Virgin Islands in all claims or actions arising from or any dispute or question of any kind relating to these Terms of Service. The doctrine of forum non conveniens shall not apply in the selection of forum under these Terms of Service.
2. **Licence to Use the Site:** If you comply with these Terms of Service, Eurofix Coin grants you the limited right to use the Site and the Services. The right to use the Site and the Services is a personal, restricted, non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any licence (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site or any of the Services.
 3. **About Eurofix Coin Tokens; General Restrictions:** Eurofix Coin issues and redeems Eurofix Coin Tokens. Eurofix Coin Tokens may be used, kept, or exchanged online wherever parties are willing to accept Eurofix Coin Tokens. Eurofix Coin Tokens are fully backed by the currency or property used to purchase them at issuance. Eurofix Coin Tokens are denominated in a range of currencies. The range of currencies available to



denominate Eurofix Coin Tokens is within the sole control and at the sole and absolute discretion of Eurofix Coin. Eurofix Coin Tokens are backed by money, but they are not money themselves. Eurofix Coin will not issue Eurofix Coin Tokens for consideration that is other Digital Tokens (for example, bitcoin), and will not redeem Eurofix Coin Tokens for other Digital Tokens; only money will be accepted upon issuance, and only money will be provided upon redemption. In order to cause Eurofix Coin Tokens to be issued or redeemed by Eurofix Coin, you must be a verified customer of Eurofix Coin. No exceptions will be made to this provision. The right to have Eurofix Coins redeemed or issued is a contractual right personal to you. Eurofix Coin must and does at all times reserve the right to refuse to issue or redeem Eurofix Coin Tokens, without limiting the generality of the foregoing, if any act, conduct, transaction, omission, or misrepresentation:

- A. violates;
- B. attempts or conspires to violate;
- C. causes, aids, or abets the violation of;
- D. involves a Prohibited Jurisdiction or Sanctioned Person under;
- E. is suspected or believed to be blocked property, frozen assets, or economic resources, or the proceeds of any crime, terrorist financing, or corruption related to any Person or Government Official under; or,
- F. exposes Eurofix Coin and its Associates to sanctions, restrictions, or penalties pursuant to,

any applicable Laws, including but not limited to Applicable AML/CTF Laws, Applicable ABAC Laws, or Applicable Sanctions Laws. Eurofix Coin also reserves the right to issue or redeem Eurofix Coin Tokens upon receipt of any subpoena, request for information, or order under applicable Laws or from any Government or Government Official, including but not limited to any domestic or international law enforcement authority. **Absent a reasonable legal justification not to redeem Eurofix Coin Tokens, and provided that you are a fully verified customer of Eurofix Coin, your Eurofix Coin Tokens are freely redeemable.**

Persons ordinarily resident in, and nationals of, Prohibited Jurisdictions or Sanctioned Persons under Applicable Sanctions Laws; Persons and Government Officials believed or suspected to be transacting in the proceeds of corruption, bribery, or other crimes under Applicable ABAC Laws; and Persons believed or suspected to be engaged in money laundering or terrorist financing under Applicable AML/CTF Laws are not permitted to be customers of Eurofix Coin; are not permitted to cause Eurofix Coins to be issued or redeemed; and, are not permitted to hold or transact in Eurofix Coin Tokens.



Furthermore, residents of certain U.S. states are not permitted to be customers of Eurofix Coin; are not permitted to cause Eurofix Coins to be issued or redeemed; and, are not permitted to hold Eurofix Coin Tokens.

Beginning on January 1, 2018, Eurofix Coin Tokens will no longer be issued to U.S. Persons.

4. Risks and Limitation of Liability: **Important:** Digital Token markets are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. You are solely responsible and liable: for your account on the Site; and, for knowing the true status of your Eurofix Coin Tokens held on the Site, even if presented incorrectly by the Site at any time. You acknowledge and agree that you are fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including, but not limited to, private keys, usernames, passwords, and bank account details.
5. Withdrawals: In the course of processing and sending any withdrawals in money, Eurofix Coin may be required to share your customer information with other contractual third parties. You hereby irrevocably grant full permission and authority for Eurofix Coin to share this information with such contractual third parties and release Eurofix Coin from any liability, error, mistake, or negligence related thereto.
6. No Class Proceedings: You and Eurofix Coin agree that any party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one Eurofix Coin user cannot and may not affect any other Eurofix Coin users.
7. Prohibited Uses: You may not:
 - A. use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband Digital Tokens, funds, or proceeds;
 - B. purchase Eurofix Coin Tokens on the Site, or use any Services, with anything other than funds or Digital Tokens that have been legally obtained by you and that belong to you;
 - C. use the Site or any Services to interfere with or subvert the rights or obligations of Eurofix Coin or the rights or obligations of any other Site customer or any other third party;
 - D. use any Services relying on inaccurate information presented by the Site or by Eurofix Coin, or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
 - E. use the Site or any Services to engage in conduct that is detrimental to Eurofix Coin or to any other Site customer or any other third party;
 - F. falsify any account registration details provided to Eurofix Coin;
 - G. falsify or materially omit any information or provide misleading information requested by Eurofix Coin, including at registration;
 - H. reverse-engineer, decompile, or disassemble any software running on the Site;



- I. attempt to harm Eurofix Coin or any third party through your access to the Site or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law; or,
- J. violate these Terms of Service.

Any use as described in this paragraph shall constitute a “**Prohibited Use.**” If Eurofix Coin determines that you have engaged in any Prohibited Use, Eurofix Coin may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to law enforcement or other authorities; confiscation of any funds or Eurofix Coin Tokens; and, terminating your access to any Services. Eurofix Coin may, at its sole and absolute discretion, seize and hand over your property to law enforcement or other authorities where circumstances warrant, in Eurofix Coin’s sole and absolute discretion. **In such circumstance, Eurofix Coin has no obligation to disclose to you about any circumstances reported to or shared with any Government or law enforcement authority.**

8. Anti-Money Laundering and Counter-Terrorist Financing: Eurofix Coin is committed to providing you with safe, compliant, and reputable Services. Accordingly, Eurofix Coin insists on a customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory or voluntary reporting to international regulators. Eurofix Coin needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and Eurofix Coin hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with Eurofix Coin or abandon your application to have an account with Eurofix Coin. Eurofix Coin reserves the right to refuse registration to, or to bar transactions from or to, or terminate any relationship with, any customer for any reason (or for no reason) at any time. Without limiting the generality of the foregoing, this includes, but is not limited to, any Person ordinarily resident in any Prohibited Jurisdiction; any Sanctioned Person; any Government Official or Politically Exposed Person within the meaning of the FATF’s 40 Recommendations; or, anyone that fails to meet any customer due diligence standards, requests, or requirements of Eurofix Coin or obligations of Applicable AML/CTF Laws, Applicable Sanctions Laws, or Applicable ABAC Laws. In lieu of refusing registration, Eurofix Coin may perform enhanced customer due diligence procedures. At all times, you may be subject to enhanced customer due diligence procedures in your use of the Site and any Service.
9. Intellectual Property: Eurofix Coin and the Eurofix Coin logos, trade names, word marks, and design marks (the “**Eurofix Coin**”) are trademarks of Hongtai Trade (Hong Kong) Co limited. You agree not to appropriate, copy, display, or use the Eurofix Coin or other content without express, prior, written permission to do so. Unless otherwise indicated, all materials on Eurofix Coin are © Hongtai Trade (Hong Kong) Co limited.
10. Your Representations & Warranties: You represent and warrant to Eurofix Coin as follows:



- A. that, if you are an individual customer, you are 18 years of age or older and that you have the capacity to contract under applicable law;
 - B. that, if you are not an individual customer, you have the requisite power and authority to sign and enter into binding agreements for and on behalf of the customer;
 - C. that you understand the risks associated with using the Site, that you are not barred from using the Site by paragraph 3 of these Terms, and that you are not otherwise prohibited by applicable law from using the Site;
 - D. that you will not use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any contraband Digital Tokens or proceeds;
 - E. that you will not use the Site or use any Services with anything other than funds or Eurofix Coin Tokens that have been legally obtained by you and that belong to you;
 - F. that you will not falsify any account registration details provided to Eurofix Coin;
 - G. that you will not falsify or materially omit any information or provide misleading information requested by Eurofix Coin in the course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Services, including at registration;
 - H. that any trading or other instructions received or undertaken through your login credentials or from your authorized e-mail address on file with Eurofix Coin are deemed to be valid, binding, and conclusive, and that Eurofix Coin may act upon those instructions without any liability or responsibility attaching to it; and,
 - I. that you will fairly and promptly report all income associated with your activity on the Site pursuant to applicable law and pay any and all taxes exigible thereon.
11. **No Representations & Warranties by Eurofix Coin:** Eurofix Coin makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.
12. **Limitation of Liability & Release: *Important:*** Except as may be provided for in these Terms of Service, Eurofix Coin assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "**Losses**") directly or indirectly arising out of or related to:
- A. these Terms of Service;
 - B. the Site, and your use of it;
 - C. the Services, and your use of any of them;
 - D. any inaccurate, misleading, or incomplete statement by Eurofix Coin or on the Site regarding your account, whether caused by Eurofix Coin's negligence or otherwise;
 - E. any failure, delay, malfunction, interruption, or decision (including any decision by Eurofix Coin to vary or interfere with your rights) by Eurofix Coin in operating the Site or providing any Service;



- F. any stolen, lost, or unauthorized use of your account information any breach of security or data breach related to your account information, or any criminal or other third party act affecting Eurofix Coin or any Associate; or,
- G. any offer, representation, suggestion, statement, or claim made about Eurofix Coin, the Site, or any Service by any Associate.

You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and save and hold the Associates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

- 13. No Waiver: Any failure by Eurofix Coin to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by Eurofix Coin in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by Eurofix Coin does not prevent either from exercising any other rights, powers, or remedies.
- 14. Force Majeure: Eurofix Coin is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volaEFLity; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of Force Majeure, Eurofix Coin is excused from any and all performance obligations and these Terms of Service shall be fully and conclusively at an end.
- 15. Assignment: These Terms of Service, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of Eurofix Coin. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by Eurofix Coin without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void.
- 16. Severability: If any provision of these Terms of Service, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and everything else in these Terms of Service continues in full force and effect.