Terms of Use

Last updated: 28th of October, 2024.

These Terms of Use establish an electronic contract between you (referred to as the "User" hereinafter) and Chain Valley Sp. z o.o. (hereinafter referred to as "Chainvalley.pro", "we," "us," or "our"), a company registered in Poland under KRS No. 0001036419, situated at ul. Żurawia, nr 43, lok. 420, Warsaw, P.O. 00-680. These terms apply to the User's utilization of this website, as well as all services, products, and content offered by Chainvalley.pro.

As employed in this document, the term "Chainvalley.pro" pertains to Chain Valley Sp. z o.o., encompassing, but not restricted to, its proprietors, directors, investors, executives, staff members, representatives, or any other associated parties, unless explicitly specified otherwise herein.

Within these Terms of Use, you will discover significant clauses that the User should thoroughly deliberate when deciding to access the Site and make use of Chainvalley.pro's services, products, and content. Prior to consenting to these Terms of Use, we strongly urge you to read them attentively.
The User bears full responsibility for comprehending and adhering to all the laws, regulations, and rules within their particular jurisdiction that may be relevant to them in relation to their utilization of any services, products, or content provided by Chainvalley.pro.

These Terms of Use include the Privacy Policy and any other policies accessible on the Site by reference. Therefore, by consenting to these Terms of Use, the User also concurs with and accepts all the policies made available on the Site.

If the User does not agree to these Terms of Use, they SHOULD REFRAIN FROM ACCESSING this Site and abstain from utilizing any of Chainvalley.pro's services, products, and content.

1. Rationale

1.1. Terms utilized within these Terms of Use are to be understood in accordance with the explanations provided below:

1.1.1. Account: refers to the personal dashboard of the verified User, where one can view and upload transaction history and personal data.

1.1.2. Buyer: refers to the User who acquires virtual currency using fiat currency via the Platform.

1.1.3. Commission: signifies a fee imposed by or on behalf of any third party (e.g., banks, non-bank financial institutions, payment service providers, etc.).

1.1.4. Counteracting ML/TF Act: the Act of 1st March 2018 concerning the prevention of money laundering and terrorist financing within the Republic of Poland

1.1.5. Fiat currency: designates government-issued currency recognized as legal tender in its country of origin through government decree, regulation, or law.

1.1.6. Funds: encompasses virtual currency or fiat currency.

1.1.7. Not supported countries: Afghanistan, American Samoa, Austria, Bahamas, Barbados, Belarus, Bosnia and Herzegovina, Botswana, Burundi, Cambodia, Central African Republic, China, Cuba, Democratic Republic of Congo, Egypt, Ethiopia, Gaza Strip, Ghana, Guam, Guinea-Bissau, Guyana, Iran, Iraq, Jamaica, Japan, Lao People's Democratic Republic, Lebanon, Libya, Mali, Mauritius, Myanmar, Netherlands, Nicaragua, Nigeria, North Korea, Pakistan, Panama, Puerto Rico, Russian Federation, Samoa, Serbia, Singapore, Somalia, South Sudan, Sri Lanka, Sudan, Syria, The Northern Mariana Islands, Trinidad & Tobago, Tunisia, U.S. Virgin Islands, Uganda, United Kingdom, United States of America, Vanuatu, Venezuela, West Bank (Palestinian Territory, Occupied), Yemen, and Zimbabwe.

1.1.8. Platform: denotes an environment facilitating the exchange of fiat currencies for virtual currencies.

1.1.9. Purchase: signifies the User's directive to procure virtual currency under specified conditions using fiat currency provided by the User, with subsequent transfer to a pre-designated wallet.

1.1.10. Services: encompasses all services provided by Chainvalley.pro.

1.1.11. Site: references the Chainvalley.pro website located at https://Chainvalley.pro.

1.1.12. Transaction: signifies the transfer of virtual currency to the wallet designated by the Buyer after confirmation of the specified fiat equivalent from the User.

1.1.13. Transaction fee: denotes a fee payable to Chainvalley.pro for each completed Transaction.

1.1.14. Transaction Price: designates the total amount paid by the Buyer for each Transaction conducted via the Service.

1.1.15. User: encompasses an individual or entity utilizing the Services and agreeing to adhere to the Terms of Use.

1.1.16. Virtual currency: represents a value presented in digital form, which is digitally transferable, preservable, or tradable and accepted by natural persons or legal entities as a payment instrument, although it is not the official currency of any country (e.g., cryptocurrencies such as BTC, USDT).

1.2. Where context permits, words indicating the singular form shall include the plural, and vice versa.

2. Services

2.1. The Services enable all users to purchase virtual currencies using fiat currencies.

2.2. The Services can be accessed through third-party web portals or the interface of cash-in terminals. Legal entities have the option to utilize Chainvalley.pro's services to offer direct access to Chainvalley.pro Services to their end-users. This can be achieved by integrating Chainvalley.pro's software or utilizing it as a white-label solution on their web portals or cash-in terminal interfaces. In such cases, a pertinent agreement for Mutual Services must be executed with each legal entity.

2.3. Depending on the User's place of residence, the User may not have the ability to utilize the services provided by the Platform. It is incumbent upon the User to adhere to the regulations and laws in their place of residence and/or from where they access this Site.

2.4. Due to the characteristics of virtual currency wallet addresses, the option to refund, modify, or re-enter a wallet address once a transaction has been initiated is not available. Users are obligated to comprehend and agree to these terms before initiating any transactions.

3. Rights and Obligations of Users

3.1. The User possesses the privilege to access and employ the Site and the Services, provided they willingly agree to and effectively adhere to the Terms of Use. By utilizing the Site, the User expresses their acceptance and commitment to abide by the terms and conditions delineated herein.

3.2. The User commits to meticulously peruse the entire Terms of Use before making use of the Site or any of the services furnished by Chainvalley.pro.

3.3. The User pledges to adhere to all applicable laws and regulations relating to the utilization of the Services.

3.4. In the event of an occasional transaction, as defined in the Counteracting ML/TF Act, executed below the specified threshold limit established by the AML/CFT Procedures, the complete Terms of Use are applicable to such a User outside the scope of business

relationships, without the formation of the aforementioned relationships or the creation of an Account.

3.5. The User agrees to monitor any and all alterations in the transaction process, encompassing, but not limited to, the necessity of providing supplementary information and documents to support the Transaction.

3.6. The User commits to promptly (i.e., immediately upon discovery) notify Chainvalley.pro of any unusual, suspicious, unclear, or abnormal modifications in their Transaction or Account. Failure to promptly inform or non-disclosure will render the User liable for breaching the Terms of Use, permitting Chainvalley.pro to take appropriate subsequent actions, including, but not limited to, reporting to the pertinent state or national authorities.

3.7. It is forbidden for a User to maintain multiple accounts. The User bears sole responsibility for safeguarding confidential information and securing their account, including, but not limited to, their password and the protection of all activities and transaction history associated with that account.

3.8. The User acknowledges that when a Transaction is executed, the Platform facilitates the transfer of monetary amounts from the Buyer and delivers virtual currencies to the wallet specified by the Buyer.

3.9. The User undertakes to promptly inform Chainvalley.pro via email at support@chainvalley.pro of any unauthorized use of their credentials or any security breaches. Violations of these rules may lead to termination and subsequent liability for any losses incurred by Chainvalley.pro or any Platform user.

3.10. The User is committed to refraining from utilizing the Services for any form of criminal activity, encompassing, but not restricted to, money laundering, unlawful gambling operations, financing terrorist organizations, or malicious hacking.

3.11. The User assumes responsibility for any damages incurred and all legal actions brought against Chain Valley Sp. z o.o. for the violation of third-party rights or contravention of applicable laws.

3.12. Nothing within the Terms of Use excludes or limits the User's liability for fraud, death, or personal injury resulting from their negligence, breach of implied terms by operation of law, or any other liability that may not be restricted or excluded by law.

3.13. Users are exclusively responsible for determining the suitability of any contemplated Transaction based on their individual objectives, financial status, and risk tolerance.

3.14. All payment instruments used during a Transaction, whether it be a bank account, credit card, debit card, or others, must be registered in the User's name. Any attempt to the contrary will be regarded as fraudulent.

4. Assertions and Guarantees Made by Users

4.1. When conducting a Transaction, the User explicitly affirms and assures that they:

4.1.1. Are at least 18 years of age and possess the legal right to accept these Terms of Use and engage in virtual currency transactions.

4.1.2. Have consented to these Terms of Use.

4.1.3. Adhere to the regulations and laws in their country of residence and/or the country from which they access this Site and its Services.

4.2. The User affirms and guarantees that they will solely employ the Platform to execute Transactions in accordance with the stipulations specified in these Terms and that they are duly authorized and possess the capacity to engage in Transactions on the Platform.

4.3. The User asserts and assures that the fiat currency funds utilized to Purchase virtual currency belong to them and have been sourced from legitimate origins.

4.4. The User declares and guarantees that all Transactions being conducted do not infringe upon the rights of any third party or contravene applicable laws.

4.5. The User comprehends that their personal data and identifiers may be disclosed to appropriately authorized third parties as necessitated by legal obligations, such as crime prevention and tax-related purposes, and/or to facilitate the service requested by the User.

5. Rights and Obligations of Chainvalley.pro

5.1. Chainvalley.pro reserves the right to suspend the User's Transaction and freeze virtual currency, prior to its transfer to the User's specified wallet address, or fiat currency used for a Transaction in the event of non-compliance or improper fulfillment of the Terms of Use by the User.

5.2. Chainvalley.pro commits to delivering the Services with the utmost diligence and care, in accordance with these Terms of Use.

5.3. Chainvalley.pro's responsibility is constrained to employing reasonable technical measures to ensure the reception of the transferred virtual currency. When initiating virtual currency transactions to the User's provided wallet address, Chainvalley.pro's responsibility is further limited to ensuring the transmission of the requisite technical data to the virtual currency network.

5.4. To the extent permissible by law, Chainvalley.pro disclaims liability for any damages, loss of profits, loss of revenue, business interruption, loss of opportunities, data loss, or indirect or consequential losses, unless such losses result from a breach of the Terms of Use by Chainvalley.pro.

5.5. Chainvalley.pro bears no responsibility for any damages, loss of profits, loss of revenue, business interruption, or indirect or consequential losses incurred by the User due to the use of third-party services, including entities that have integrated

Chainvalley.pro's services into their web portals or cash-in terminal interfaces, and have entered into relevant Mutual Services agreements.

5.6. Chainvalley.pro is not liable for malfunctions, breakdowns, delays, or interruptions in Internet connectivity, or any reasons why our site may be temporarily unavailable.

5.7. Chainvalley.pro is not responsible for delays in payment processing caused by the actions of third-party operators involved in such transactions.

5.8. In the event of fraud or other unlawful activities, Chainvalley.pro commits to provide all necessary information, including names, addresses, and any other requested details, to competent authorities investigating fraud or other illegal activities. Users acknowledge that their account or transactions may be frozen at the request of any authorized entity conducting an investigation into fraud or other illegal activities.

5.9. Nothing within these terms excludes or limits Chainvalley.pro's liability for fraud, death, or personal injury resulting from their negligence, breach of implied terms by operation of law, or any other liability that may not be restricted or excluded by law.

6. Rights Related to Intellectual Property

6.1. All the content available on this Site is the exclusive property of Chainvalley.pro and is safeguarded by copyright, patent, trademark, and any other relevant laws, unless explicitly indicated otherwise herein.

6.2. The trademarks, trade names, service marks, and logos belonging to Chainvalley.pro and other entities, which are utilized on the Site (hereinafter referred to as the "Trademarks"), are the sole property of Chainvalley.pro and their respective owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials featured on this Site are the property of Chainvalley.pro. The Trademarks and all other content on the Site are not to be duplicated, reproduced, altered, republished, uploaded, posted, transmitted, scraped, collected, or disseminated in any manner or by any means, whether manual or automated. The use of any content from the Site on any other website or networked computer environment for any purpose other

than expressly permitted is strictly prohibited. Unauthorized use of such content may constitute a breach of copyright, patent, trademark, and other applicable laws, and may lead to criminal or civil penalties.

6.3. Chainvalley.pro is committed to safeguarding intellectual property rights. If you wish to submit (i) a trademark claim regarding the infringement of a mark for which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for any material for which you possess a legitimate copyright, please send an email to support@chainvalley.pro.

7. User Due Diligence

7.1. Identification and verification procedures, commonly referred to as 'Know Your Customer' or 'KYC,' are obligatory for all Transactions, unless the Transaction qualifies as occasional as defined by the Counteracting ML/TF Act and falls below the threshold limit specified by the AML/CFT Procedures. In the event that the User declines to furnish the required documents and information as part of the KYC process, including any additional information that may be requested after the establishment of business relationships, Chainvalley.pro retains the right to promptly discontinue the provision of Services to the User.

7.2. The User hereby grants Chainvalley.pro the authorization to, either directly or indirectly (via third parties), conduct any necessary inquiries to verify the accuracy and relevance of the information provided for verification purposes. The transfer of Personal Data will be limited to the essential details, with security measures in place to safeguard the data.

8. Virtual Currency purchase

8.1. The Platform enables the User to acquire virtual currencies through the Site.

8.2. The User acknowledges that the submission of a payment order should be made after careful consideration, and the User comprehends and accepts the consequences of its execution. The User agrees that once a payment order is executed, such a transaction is irreversible and cannot be cancelled. Transactions will be executed instantly and will be deemed to have occurred at the date and time of execution.

8.3. The User recognizes and agrees that a Transaction may experience delays due to KYC verifications and other checks. Similarly, due to the inherent characteristics of virtual currency networks, the User acknowledges and agrees that the transfer of virtual currency to the specified wallet may take some time.

8.4. If the User detects transaction activity that was not initiated by them, they must promptly notify Chainvalley.pro of this occurrence and follow the instructions provided by Chainvalley.pro. Otherwise, Chainvalley.pro reserves the right to freeze the funds pending the conclusion of an investigation.

8.5. Chainvalley.pro may be compelled to annul or recall executed Transactions at the request of financial institutions, including but not limited to banks, involved in the settlement of such Transactions. In such instances, the User is obliged to cooperate with Chainvalley.pro to ascertain the reasons for such requests.

9. Fees and Rounding Policy

9.1. Chainvalley.pro retains the right to establish Transaction Fees at its discretion.

9.2. Chainvalley.pro has no influence over the exchange rate, processing fees, and any additional charges imposed by a User's card issuer. Consequently, Chainvalley.pro assumes no responsibility for these additional expenses.

9.3. The User agrees to remit the Transaction fee to Chainvalley.pro for each successfully completed Transaction.

9.4. Chainvalley.pro employs a rounding policy that favors the Platform for all financial calculations. Fiat currencies are rounded to the second digit after the decimal separator. The rounding policy for virtual currencies varies depending on the specific virtual currency.

9.5. To optimize processes, transactions on the Platform related to certain items (including, but not limited to, currencies, cryptocurrencies, etc.) may not immediately

reflect in the User's Account and will be visible once a unit is complete in accordance with the rounding standards.

10. Illegal Use of Services

10.1. Chainvalley.pro reserves the right to suspend or terminate your Chainvalley.pro Account or cancel a Transaction at any time if we reasonably believe it is necessary to do so in order to comply with the law or adhere to recommendations issued by a relevant government authority or recognized body for the prevention of financial crime, money laundering, terrorist financing, and the financing of weapons of mass destruction proliferation.

10.2. The use of the Platform for any illegal purposes is strictly prohibited. Chainvalley.pro will promptly report any suspicious activity to the relevant law enforcement agencies.

10.3. The User shall ensure that they do not use the Services for transactions related to:

10.3.1. Money laundering, terrorist financing, or the proliferation of weapons of mass destruction.
10.3.2. Human trafficking.
10.3.3. Any goods or services that are illegal or whose promotion, offer, or marketing is illegal, or that are associated with illegal, obscene, or pornographic content, or depict children or minors in sexual postures, or promote propaganda or symbols of unconstitutional organizations glorifying war or violating human dignity.
10.3.4. Goods or services, or their promotion, offer, or marketing, that would violate copyrights, industrial property rights, or other rights of any person.
10.3.5. Archaeological findings.
10.3.6. Drugs, narcotics, or hallucinogens.
10.3.7. Weapons of any kind.
10.3.8. Illegal gambling services.
10.3.9. Ponzi schemes, pyramid schemes, or any other "get rich quick" schemes.
10.3.10. Goods subject to trade embargoes.
10.3.11. Media that is harmful to minors and violates laws related to the protection of minors.

10.3.12. Body parts or human remains.
10.3.13. Protected animals or protected plants.
10.3.14. Weapons or explosive materials.
10.3.15. Any other illegal goods, services, or transactions.

11. Restrictions on Usage
11.1. Chainvalley.pro is an independent, self-governing company with the authority to determine whether to accept, allow, restrict, or deny the provision of Services based on its internal policies and regulatory guidelines.

11.2. Chainvalley.pro conducts thorough screening of its users and takes appropriate measures to prevent the provision of Services to individuals and entities from unsupported countries.

11.3. A User accessing and utilizing the Services affirms that they:

11.3.1. Are NOT listed on any trade or economic sanction lists, including, but not limited to, the UN Security Council Sanctions list, EU consolidated sanction list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department), or placed on the U.S. Commerce Department's "Denied Persons List."

11.3.2. Are NOT residents of unsupported countries.

11.3.3. Do NOT have US Person Status. A United States person meets at least one of the following criteria: (a) Holds citizenship or a valid residence permit (Green Card) in the U.S.; (b) Their tax residence country is the U.S.; (c) They were born in the U.S.; (d) Their phone number has a U.S. country code; (e) The registered address of their legal entity is in the U.S.; (f) The residential or correspondence address of the individual/legal entity is in the U.S. (including a P.O. Box in the U.S.); (g) A Power of Attorney has been issued to an individual/legal entity with an address in the U.S.

11.3.4. Do NOT act on behalf of individuals who reside in unsupported countries or have US Person Status.

11.3.5. Are NOT incorporated in the following countries or act on behalf of entities incorporated in unsupported countries.

11.3.6. Do NOT act on behalf of entities whose shareholders are residents of unsupported countries.

11.4. Users who obtain the Service illegally and fraudulently, violate the rules outlined in this Section are subject to immediate suspension, without a refund of pledged funds and are solely responsible for any legal actions that may be taken by authorities as a result.

12. User Account Security
12.1. The User is responsible for maintaining the confidentiality of their Account credentials, including, but not limited to, their password and data which includes all Transactions conducted through the Account.

12.2. Chainvalley.pro personnel will never request the User to disclose their password. If the User receives any message or visits a website that requests their password, except for the Chainvalley.pro Site, it should be reported to Chainvalley.pro. If the User is uncertain about the authenticity of a website, they should ensure that the website is EV SSL compliant (Security Certificate Validation is displayed in the address bar of a web browser).

12.3. It is advisable to regularly change the User's password (at least every three (3) to six (6) months) to reduce the risk of a security breach related to the Account. Chainvalley.pro also recommends selecting a password that is not easily guessable based on known information and does not have a common meaning. The User should never allow anyone else to access their Account or observe them while accessing it.

12.4. If the User has any security concerns regarding their Account, login details, password, or other security features being lost, stolen, misappropriated, used without

authorization, or otherwise compromised, they should change their password. The User must promptly contact Support Service upon becoming aware of any loss, theft, misappropriation, or unauthorized use of the Account, login details, password, or other security features. Delay in notifying Chainvalley.pro may not only impact the security of the Account but may also make the User liable for any resulting losses. If the User suspects that someone else has accessed their Account, they should also report the incident to the appropriate government agency.

12.5. The User must take reasonable precautions to ensure the security of their e-mail account(s) and that only they have access to it. The User's e-mail address may be used for password resets or security-related communications. Chainvalley.pro cannot be held liable for breaches of an e-mail account that result in unauthorized Transactions with proper confirmation. If any of the e-mail addresses associated with the User's Accounts are compromised, the User should promptly contact Support Service and their e-mail service provider.

12.6. Regardless of whether the User is using a public computer, a shared computer, or their own computer to access the Account, they must ensure that their login details are not stored by the browser, cached, or otherwise recorded. The User should avoid using any functionality that allows login details or passwords to be saved by the computer they are using.

12.7. Additional products or services used by the User may have additional security requirements, and the User must familiarize themselves with these requirements as communicated to them.

12.8. The use of Two-factor authentication is obligatory to initiate any Withdrawal Transactions.

13. Cancellation of Transaction or Termination of Business Relationships
13.1. The User retains the right to terminate the Terms of Use and close their Account at any time, provided that all pending transactions have been settled.

13.2. Chainvalley.pro reserves the unilateral right to terminate the User's access to the Site and their Account, with prior notice. This includes the authority to limit, suspend, or terminate the service and User Accounts, restrict access to the Site and its content, services, and tools, delay or remove hosted content, and implement technical and legal measures to prevent the User from accessing the Site. Chainvalley.pro may exercise this discretion if it deems that the User is causing disruptions, potentially incurring legal liabilities, infringing on the intellectual property rights of third parties, or acting in a manner inconsistent with the letter or spirit of these Terms. Furthermore, Chainvalley.pro may, at its discretion, suspend or terminate User Accounts for various reasons, including but not limited to: (1) attempts to gain unauthorized access to the Site or another User's account, or assisting others in such attempts, (2) circumventing software security features that limit the use of or protect any content, (3) engaging in illegal activities such as money laundering, illegal gambling, financing terrorism, or other criminal actions using the Service, (4) violating these Terms of Use, (5) failing to make legitimate payments or making fraudulent payments for Transactions, (6) encountering unforeseen operational challenges, or (7) responding to requests from law enforcement or other government agencies, if such requests are deemed legitimate and compelling by Chainvalley.pro, at its sole discretion.

13.3. Chainvalley.pro also retains the right to close unverified dormant Accounts or Accounts that have remained inactive for six (12) months or longer and may modify or discontinue our Site or Service. The User acknowledges that Chainvalley.pro will not be held liable to them or any third party for the termination of their Account or access to the Site.

13.4. Termination of business relationships or account suspension will not affect the payment of Transaction fees for completed Transactions.

13.5. Upon cancellation of a Transaction and termination of business relationships, any fiat funds held in the User's payment card account will be unblocked in accordance with the rules of the payment system and the issuer of the payment card. In the case of cash-in terminal transactions, the User must provide valid bank account details to facilitate the return of funds used in the Purchase Transaction. In case of transfers via

other payment methods Chainvalley.pro will transfer the fiat funds back as promptly as possible, following the User's request and within the timeframes specified by Chainvalley.pro.

13.6. Chainvalley.pro will transmit the fiat funds used in the canceled Transaction back to the User. Please notice several intermediaries may be involved, and these intermediaries or the beneficiary bank may impose charges. Chainvalley.pro will make reasonable efforts to disclose such charges to the User before initiating the payment. However, in cases where these charges cannot be avoided, the User acknowledges that they may not always be calculated in advance and agrees to be responsible for such charges.

14. Service Uptime and Accessibility

14.1. The Services are provided "AS IS" basis and come without any warranties, whether expressed or implied.

14.2. While Chainvalley.pro is committed to maintaining the Site's functionality, it is important to acknowledge that all online services may experience occasional disruptions and outages. Chainvalley.pro bears no responsibility for any inconvenience or loss that Users may encounter as a result. Consequently, Chainvalley.pro does not guarantee uninterrupted access to the Site, nor does it assure that there will be no delays, failures, errors, omissions, or data transmission losses.

14.3. Chainvalley.pro will make reasonable efforts to ensure that Users can typically access the Site in accordance with these Terms of Use. In cases of scheduled maintenance, Chainvalley.pro may temporarily suspend Site access and will make reasonable efforts to provide advance notice. However, it should be noted that in emergency situations, such advance notice may not be feasible.

15. Communication

15.1. Chainvalley.pro retains the right to send notifications and correspond with the User through any available communication means, using the contact information provided by the User.

15.2. The User explicitly consents to receive notifications in electronic format and agrees to be legally bound by them, as stipulated by the Terms of Use.

15.3. The primary official communication channel for Chainvalley.pro is the Chain Valley Sp. z o.o. website.

16. Dispute Resolution

16.1. These Terms of Use are subject to the laws of Poland unless explicitly stated otherwise. All disputes and disagreements related to this website and these Terms of Use shall be brought before the District Court in Lodz as the initial court of jurisdiction. In the event that any part of these Terms of Use is determined to be invalid, void, or unenforceable for any reason, that particular portion will be considered separately and will not impact the validity and enforceability of the remaining sections.

17. Miscellaneous

17.1. Advicing - Chainvalley.pro does not offer financial, investment, or legal advice regarding its Services. While Chainvalley.pro may furnish information about the price, range, and volatility of virtual currencies, as well as events that may have impacted virtual currency prices, such information should not be treated as investment or financial advice, nor should it be interpreted as such. The decision to purchase virtual currencies is solely the User's responsibility, and Chainvalley.pro will not assume liability for any resulting losses.

17.2. Taxation - The User commits to fulfilling all tax and duty obligations that may arise from their utilization of Chainvalley.pro Services, as stipulated by the taxation regulations of their state of residence. Chainvalley.pro bears no responsibility for any infringements committed by the User in relation to their duty to calculate and settle taxes and duties.

17.3 Indemnity - The User agrees to safeguard, defend, indemnify, and hold Chainvalley.pro, its officers, directors, employees, agents, and third-party service providers harmless from any and all claims, demands, expenses, costs, losses, liabilities, and damages, including reasonable attorney's fees, whether directly or indirectly incurred by Chainvalley.pro. These may arise from (i) the User's usage of and access to this Site or the Services available on this Site; (ii) the User's breach of any provision within the Terms of Use or the integrated policies or agreements; and/or (iii) the User's infringement

of any third-party rights, including, but not limited to, intellectual property or other proprietary rights. The User's indemnification responsibilities as outlined in this section will remain in effect even after the termination or expiration of the Terms of Use or the User's utilization of this Site or the Services provided herein.

17.4 Links to third-parties - This Site and the Services available on it may include links to third-party websites that are not owned or controlled by Chainvalley.pro. Chainvalley.pro bears no responsibility for the content, terms and conditions, privacy policies, or practices of these third-party websites. Additionally, Chainvalley.pro does not engage in censorship or content editing on these third-party websites. By utilizing this Site or the Services offered on it, you explicitly release Chainvalley.pro from any and all liability arising from your use of any third-party website. Consequently, Chainvalley.pro advises you to exercise caution when leaving this Site or the Services available here and to review the terms and conditions, privacy policies, and other governing documents of any other websites you may visit.

17.5 Force Majeure - In case Chainvalley.pro is unable to carry out the Services as described in the Terms of Use due to circumstances beyond its control, including but not limited to events of Force Majeure, changes in the law, or alterations in sanctions policies, Chainvalley.pro will not be held responsible to the User for the Services provided during the time period coinciding with the occurrence of such events.

18. Limitation of Liability

IN NO EVENT SHALL CHAINVALLEY.PRO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO THE USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. THIS INCLUDES DAMAGES THAT MAY RESULT FROM: (1)ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE.(2)ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING, OR OTHERWISE) TO THIS SITE.(3)THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING, OR OTHERWISE) TO THIS SITE.(4) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER.(5) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER.(6) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS

AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN.(7) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING, OR OTHERWISE) TO THIS SITE.(8) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING, OR OTHERWISE) TO THIS SITE.(9) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED," OBSCENE, OR OTHERWISE OBJECTIONABLE.(10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE. THIS LIABILITY DISCLAIMER APPLIES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT CHAINVALLEY.PRO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. FURTHERMORE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL CHAINVALLEY.PRO'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

19. Alterations and Revisions

19.1.Chainvalley.pro reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. These changes will become effective and shall be deemed accepted by the User the first time

the User uses the Services after the revised Terms of Use are published. These changes will apply on a going-forward basis with respect to any activity initiated after publishing.

In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that Chainvalley.pro shall not be liable to the User or any third party as a result of any losses suffered due to any modification or amendment of these Terms of Use. It is the User's responsibility to review these Terms of Use periodically to stay informed of any changes or updates.

Privacy Policy

Last updated: 28th of October, 2024.

Chain Valley Sp. z o.o. (hereinafter, "Chainvalley.pro", "we", "us" or "our") are committed to protecting and respecting your privacy.

This Privacy Policy outlines the procedures for collecting, processing and utilizing Personal Information of our Users and Website visitors.

We define "Personal Information" or “Personal Data” as information that personally identifies you, such as your name, address, email address, trade history, etc.

Our data processing practices are in compliance with the General Data Protection Regulation 2016/679, which took effect on April 27, 2016, and applies to the processing of personal data by Chainvalley.pro.

Our Contact Details

Chain Valley Sp. z o.o. is a company incorporated and acting under the laws of Poland with KRS No. 0001036419.
Our registered address is ul. Żurawia, nr 43, lok. 420, Warsaw, P.O. 00-680, Poland.
Our contact Email address is support@chainvalley.pro .

Categories of Personal Information We Collect Include

- full name
- contact details (phone number, email, residence address)
- date of birth
- electronic identifiers (IP address, browser and operating system information, device fingerprint)
- identity documents details (such as driver license, passport, residence permit, ID card)
- photographical images

- banking details
- employment details
- information on transactions you make on our platform
- information on sources of funds
- other information you could provide us upon a request

How We Get Personal Information and Why We Have It

Most of the personal information we process is provided to us directly by you for one of the following purposes:

- to provide you our services under our Terms of Use
- to enable you open account and operate on
- if you contact us, to reply and process your requests
- to analyze the use of our Website.
- to comply with regulatory requirements such as (tax, prevention of money laundering and fraud, accounting)
- to prevent fraud within providing our services
- to provide you with information about products and promotions that may be of interest to you, from ourselves
- for market research e.g. surveying our Users' needs and opinions on issues, such as our performance, etc.

We may also receive some information from publicly available sources or from our contractors (for instance, information on sanctions lists).

Cookies

We use a browser feature known as a "cookie", which assigns a unique identification to your computer. Cookies are typically stored on your computer's hard drive.
Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyse trends, and administer the Platform.

How You can Manage Cookies

You can change your cookie preferences at any time by:
Alternatively, most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set, visit www.aboutcookies.org or www.allaboutcookies.org.
Find out how to manage cookies on popular browsers:

- Google Chrome
- Microsoft Edge
- Mozilla Firefox
- Microsoft Internet Explorer
- Opera

To opt out of being tracked by Google Analytics across all websites, visit http://tools.google.com/dlpage/gaoptout.

Who We Share Personal Information

We may share your Personal Information with:

- affiliates, agents and representatives;
- financial institutions and payment service providers;
- customer communications platforms;
- contractors providing software for identification purposes or services on checking against sanctions list;
- law enforcement or regulatory agencies, as may be required by law.

We will enter into contracts with such third parties by which they are bound by terms no less protective of any Personal Information disclosed to them than the obligations we undertake to you under this Privacy Policy or which are imposed on us under applicable data protection laws.

International Data Transfer

Our contractors and affiliates may be situated at different locations (including countries located outside the EU. In these cases we may transfer your Personal Information only in the following cases:

- if the country where we transfer your Personal Information to provides the adequate level of personal data protection (based on the relevant decision of European Commission);
- if we take appropriate safeguards to ensure that your rights as data subject are protected;
- if any derogations for specific situations apply (for instance, if is such transfer is necessary for the establishment, exercise or defence of legal claims or for important reason of public interest).

Lawful Bases of Processing

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- Your consent. You are able to remove your consent at any time. You can do this by contacting us at support@chainvalley.pro.
- We have a contractual obligation
- We have a legal obligation
- We have a vital interest
- We need it to perform a public task
- We have a legitimate interest (for instance, for fraud prevention purposes)

Your Data Protection Rights

Under data protection law, you have rights including:

- Your right of access - You have the right to ask us for copies of your personal information.
- Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing - You have the the right to object to the processing of your personal information in certain circumstances.
- Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

There may be a minimal charge for providing you with additional copies of your Personal Information to cover administrative costs.

Please contact us at support@chainvalley.pro if you wish to make a request. Where possible, you will be able to exercise your rights in your account profile page yourself.

If you make a request, we have one month to respond to you.

We may request you to confirm your identity by providing identification documentation and/or other methods prior to assisting you in exercising any of your rights. If you refuse to prove your identity, we may decline to take actions in respect of your data, save restricting processing, until we can ensure that such actions are the true wish of the data subject.

In cases when we will not be able to fulfil your requests due to legal obligations or overriding legitimate interests, we will inform you accordingly.

Automated Decision Making

We may use automated processing and profiling to reduce the risks of fraud, money laundering and abuse of our services. Through this automated processing, we carry out an analysis of your identification, transactional and behavioural patterns.
Please note that such processing is necessary to provide you with our services.
If you feel that this processing might be detrimental to you, we can provide you with further information about this automated processing by contacting us on support@chainvalley.pro .

Security

We have implemented technical and organisational measures (TOMs) to ensure the security of our platform.
Where you have consented to, or we are obliged to pass on Personal Information to third parties to provide you with a requested service or in the carrying out of a regulatory or legal obligation, we will request the same levels of technical and organisational security measures from our contractors.
TOMs which we have implemented will be continuously reviewed to be in line with legal and technical developments.

How we store your personal information

Your information is securely stored within our data centers located within the European Union.
We keep your personal data no longer as needed for the purposes indicated in this Policy. As a rule, we will have to store your data for 5 years upon closure of your account within our platform.
We will dispose of your information once we do not have any obligation to provide you with a service you requested, nor an obligation to hold personal data for regulatory or legal purposes.

Our Data Protection Officer

Data Protection Officer (DPO) is a person in compliance with data protection laws.
Our DPO can be reached at support@chainvalley.pro by putting the topic “For DPO’s attention”.

How to complain

If you have questions or concerns about our data protection practices, or wish to exercise your rights under the GDPR please contact us at: support@chainvalley.pro .
You can also raise a complaint with a data protection authority in Poland:
Personal Data Protection Office
ul. Stawki 2, 00-193 Warszawa
Phone: +48 22 531-03-00
E-mail kancelaria@uodo.gov.pl

Modification

Our Site policies and content may be revised, modified, updated, and/or supplemented at any time. In the event of changes to this Privacy Policy, we will make efforts to inform all users through a notice on our Site and by posting the amended Privacy Policy on the Site.

If we believe that any changes may impact your rights, we will seek your confirmation and acceptance before proceeding with our relationship with you. Your understanding and agreement will be sought before implementing such changes.