



**DACHCOIN Limited**  
**20-22 Wenlock Road, London, England, N1 7GU**  
**Registered Number 11633574**

**DACH-EXCHANGE**  
User Agreement



This User Agreement is an electronic legally binding contract between You (hereinafter the "User") and DACHEXCHANGE (hereinafter the "Service" or DACHEXCHANGE), which applies to User's activity on the Service using this website, its functionality, services, and its content. By registering and entering an account on the Service or by using any of its functions, a User acknowledges that he has read, understood and completely agrees to comply with this Agreement, its all terms and conditions stated below.

The Service reserves the right to change, add or remove parts of the Agreement at any time at its sole discretion. The User commits to monitor all the amendments made to the present User Agreement. Continued use of the Service after the modifications means that the User accepts and agrees with the amendments. If the User does not agree with any of the clauses set out in this Agreement, he/she (they) must immediately cease to use the Service.

## **1 Terms and conditions**

Agreement means the present User Agreement.

- User: a person or an entity, which uses the Service, agreed to the Terms of Use and is a holder of an Account.
- Account means the User's personal profile registered by her/him/them on the Service where he/she/they controls Funds and operations conducted with them.
- Seller is a user who places a sell order for Cryptocurrency on the Service.
- Buyer is a user who a places a buy order for Cryptocurrency on the Service.
- Order means an agreement between the Buyer and the Seller to exchange
- Price is a price in cryptocurrency units, at which the User is ready to buy or sell Cryptocurrency using the Service.
- Commission - a fee charged by or on behalf of any third party (e.g. non-bank financial institution, payment service provider, etc).
- Cryptocurrency - peer-to-peer decentralized digital representation of value (e.g. bitcoin, litecoin, ethereum, etc.).
- Deposit - a Transaction involving a transfer of Funds to the Account.
- Funds – Cryptocurrency
- Platform - an environment created by DACHEXCHANGE that allows trading cryptocurrencies.
- Service is the platform <https://dach.exchange> with all and any services provided by DACHEXCHANGE



- Transaction Price: the total price paid by the Buyer in respect to each Transaction performed via the Service.
- Transaction: transfer of Cryptocurrencies by the User to his or her Account ("Deposit Transaction"); transfer of Cryptocurrencies among the Users ("Trading Transaction"), withdrawal of Cryptocurrencies from his or her Account ("Withdrawal Transaction").
- Withdrawal: a Transaction involving a transfer of Funds from the User's Account to any account opened in any financial institution.
- Listing is the process of Cryptocurrency deployment on the Service;
- Delisting is the process of Cryptocurrency removal from the Service.

## **2. Subject of the agreement**

**2.1** DACHEXCHANGE is an online digital asset Service with a goal to allow all Users of the Service to trade cryptocurrencies with other Users. In accordance with the Agreement DACHEXCHANGE grants the User the right to employ its following services:

- access to the Account and the User's Funds within the Service;
- access to the Service to carry out User's trading activity;
- access to deposit and to withdraw the User's Funds;
- access to the information about the Service, coin rates, placed open and closed orders as well as other appropriate information published by the Service on its web-site and public channels.

**2.2** The User acknowledges and agrees that DACHEXCHANGE is an online digital asset Service, and when the User is completing Trading Transactions, he/she (they) is trading with other User, excluding any possibility to consider DACHEXCHANGE as a counterparty to any trade action.

## **3 Account verification**

**3.1** DACHEXCHANGE leaves at the User's sole discretion the right to choose a type of his/her account: verified (with the User's identity data and photo) or unverified ones.

**3.2** For users with unverified accounts there are daily amount limitations for withdrawals. The limitation value is different for every coin and specified on the Funds page of the Service in the section "Withdrawals".



**3.3** DACHEXCHANGE reserves the right to request a User who owns an unverified account to submit his/her identity details (incl. ID data and the User's photo (selfie)) in case when the User's activity is found suspicious by the DACHEXCHANGE Compliance officer in accordance with AML policy.

**3.4** DACHEXCHANGE reserves the right to request a User who owns a verified account to submit his/her identity details (incl. ID and the User's photo (selfie)) in case when previously provided the User's identity details seem to have fake marks.

**3.5** In case of the User's delay or refusal to provide such information, DACHEXCHANGE reserves the right to suspend the User's account along with freezing all the funds, available at the moment of suspending, till the moment of providing the requested information.

**3.6** DACHEXCHANGE is not obliged to assist the User to recover his/her unverified account in case when the User has lost his Google 2FA recovery code or the access to the mentioned mobile application.

#### **4 The Service obligations**

**4.1** To make all reasonable efforts to facilitate and ensure effective transactions between the Users.

**4.2** To grant applicants with the age 18 y.o. and older access to register and fill in personal accounts;

**4.3** To receive cryptocurrencies from the User, keep them, keep a record of them, execute transactions and provide them to the User upon his/her request.

**4.4** To ensure the security, and privacy of personal information submitted to the Service, and update its security measures when possible.

**4.5** To provide users with an ever-growing selection of cryptocurrencies and their market pairs.

**4.6** Transaction price will be calculated based on the actual relevant offers made by the Users and shall include the applicable commission fees.

**4.7** As soon as specific offers for sale and purchase of Cryptocurrency match, such offers may not be revoked.



**4.8** All funds, including cryptocurrency, deposited by the User into the User's account, shall be stored by the Service on her/his behalf, in accordance with the details (coin account addresses) specified in the profile of the User.

**4.9** To review on a weekly basis all cryptocurrencies on the Service to ensure all of them are consistent with DACHEXCHANGE listing policy, reserving the right to remove any cryptocurrency or market from the Service in accordance with DACHEXCHANGE delisting policy.

## **5 The User obligations**

**5.1** The User guarantees that she/he will use the Service solely to effect transactions in accordance with the terms and conditions set out in these Agreement and that she/he has the right and opportunity to trade on the Service.

**5.2** The User agrees not to utilize the Service for any type of illegal activities, including, but not limited to, laundering of money, financing of terrorism, or any kind of operations producing a negative effect on the Service functioning efficiency.

**5.3** The User agrees, that in case she/he needs to keep more than 120 open orders at a time, she/he is obliged to inform the Support center, specifying the reason for doing so.

**5.4** The User agrees, that if her/his open orders are completely out of market (i.e. deviation from the current market price more than 10 times), in case the number of these orders is excessively large, the Service has the right to cancel them, because the said-above orders are considered as dump orders and might be misleading for other Users of the Service.

**5.5** The Service is intended for trade and / or exchange of cryptocurrencies transactions. Direct transfer of cryptocurrency funds or fiat money through the Service without trading is prohibited and will lead to the account termination without refunding of the remaining balance of the account.

**5.6** The User guarantees not to disclose any information, obtained from the Service support operator, in any channels of communication. Violation of this rule will lead to a penalty which is subject to be defined depending on a kind of the information disclosed (up to account termination without refunding of the remaining balance of the account).

**5.7** The User agrees, that monitoring the newsfeed, published at the relevant section of the Website, or in social networks or other public accounts of the Service, is an obligatory condition of using the Service. The User agrees to bear sole responsibility for any losses of funds, incurred by neglect of the Service notifications or recommendations.



**5.8** The User understands and agrees, that his/her claims and requests would be handled only if submitted to an official e-mail address or via ticket in the User's account; claims or requests submitted in forums, social networks or other public sources can be neglected or replied with a delay.

**5.9** The User understands the importance of keeping an account password, secret word and Google 2FA recovery code, he/she is the one to determine the best way to save this data and take steps to prevent it from being discredited.

**5.10** The User agrees that the Service reserves the right to refuse to assist a User in his/her claim for an account recovery if he/she can't provide any sufficient evidence of his/her account ownership.

## **6 The User conduct**

**6.1** The following users' actions if detected in the chat-rooms and DACHEXCHANGE social media will result in a user's account freezing for a period from 24 hours to 30 working days:

- advertising any kind;
- making deals without an order placement;
- statements that incite ethnic strife, propagate violence in any form, offend the religious feelings of other users;
- flood (the placement of the same type of information, one repeating phrase, or the same graphic files), flame, spam, discussion of political topics;
- the use of non-normative vocabulary (both explicitly and in disguised form);
- distribution links to third-party online projects, advertising links;
- distribution of malicious links (30 days ban as a penalty for one incident, or lifetime ban if repeated);
- offensive statements about the administration, moderators, abusive statements about the chat;
- writing only upper case letters;

**6.2** The following users' actions if detected will result in a user banning without any refund and the option for recovery:

- If detected that the User's activity is bearing the marks of exploiting bots software at a number of markets for which API is suspended on DACHEXCHANGE Service;  
Please, note: Exploiting any type of web-bot software on DACHEXCHANGE which allows its users fraudulently avoid API disabling for a chosen market is illegal and is subject to a lifetime ban with no refund of the User's funds available at the moment of penalty.





- Depositing mining revenues directly into a User's account with frequency more than 3 times per hour.
- Please, note: depositing mining revenues directly into a User's account with frequency more than 1 up to 6 times per hour will imply 30 days ban penalty with no user's right to claim for a recovery of these revenues if they are lost.

**6.3** The user can be blocked by the decision of the Service administration without explaining the reason, but with payment of the available funds on the account, subject to verification (This rule does not apply to cases where funds were obtained fraudulently (theft, burglary, deception etc.)).

**6.4** Any User who gets any type of penalty reserves the right to address the Service Administration and submit proofs of its misjudging or public apologies. Depending on details of an incident, the penalty can be cancelled or reduced and all User's funds if was locked can be unlocked and returned to the owner.

**6.5** Any violation, which previously resulted in a user's ban and the follow up recovery, in case of a repetition of the violation results in a user's lifetime ban with no option for refunding and no option to apply for recovery.

## **7 Limitation of liability**

**7.1** The User acknowledges and agrees, the Service shall not be liable for any of User's losses caused by any of the following events, including but not limited to:

- Failure or delay of service resulting from scheduled network maintenance (incl. increasing of the announced maintenance period) or external factors such as hardware and software failure, cyber attacks, natural disaster, Internet service provider problems or governmental acts.
- Failure or delay of service resulting from cryptocurrency developers' activity or inactivity as well as failure of their blockchains or any other technical problems and events in their networks specific for cryptocurrencies listed on the Service;
- Losses sustained by the User as a result of cyber attacks, compromised users' accounts;
- The User's misunderstanding of DACHEXCHANGE Service rules and functionality;
- The User's lack of experience in trading cryptocurrencies and any losses sustained in that behalf;
- Delisting a cryptocurrency which ceased to correspond the Service Listing policy;
- Withdrawing funds outside of the Service to a mistyped address or an address located on a blockchain different from the one on the Service.
- Losses sustained by the User as a result of his/her losing the access to his/her account (incl. as a result of losing Google 2FA recovery code).



- Losses sustained by the User as a result of his/her depositing funds onto his/her DACHEXCHANGE account with a frequency more than 6 times per hour.
- DACHEXCHANGE does not warrant the 100% safety of the Service and is not liable for any lost value.
- DACHEXCHANGE will not be liable for any consequences and losses sustained by the User in the result of using or redirecting to third parties' sites and its instruments, which the User can access via the Site and/or the Service.

## **8 Fees and commissions**

**8.1** The market trade fee is calculated in accordance with the Exchange's scale of fees. The fee is charged only in case of an order fulfillment. In case of an order cancellation before its fulfillment, the fee is not charged.

**8.2** The withdrawal commission is charged during the process of a Cryptocurrency withdrawal to cover the network fee for the funds transition within blockchain network.

**8.3** The Exchange reserves the right to change the rates of fees and commission at any time at its sole discretion.

## **9 Cryptocurrency wallets control**

**9.1.** We hereby declare that DACHEXCHANGE is not and never will be affiliated with any cryptocurrency developer team except DACHX currency, that have been developed and is supporting by DACHCOIN team.

**9.2.** DACHEXCHANGE is responsible only for providing perfect and secure hardware and software environment for the cryptocurrency wallet, that fit the recommendations, given by cryptocurrency developers team while listing process, if any.

**9.3.** DACHEXCHANGE is not responsible for the quality of the wallet software, cryptocurrency network state, and all other issues being under responsibility of cryptocurrency developers team.





**9.4.** In order to prevent loss of User's funds, DACHEXCHANGE reserves the right to suspend the work of cryptocurrency wallets due to the following reasons:

- By a Cryptocurrency developer's request received via the official channel of communication.
- If a Cryptocurrency block explorer is unavailable and there is at least one user's claim of non-delivery of his/her withdrawal from DACHEXCHANGE.
- If the difference in blocks between a Cryptocurrency explorer and its wallet on DACHEXCHANGE is more than 100 blocks
- If a fork (and swap) of a Cryptocurrency is detected or reported by users in case of DACHEXCHANGE did not receive an official notification from the developer team.
- The first and second wallet updates have proved to be faulty and resulting in non-delivery of Users' withdrawal from DACHEXCHANGE.
- Cyber attack aimed to asset stealage is detected.
- Violations of the terms of the DACHEXCHANGE Listing policy.  
Please, notice:  
DACHEXCHANGE is not obliged to suspend the work of the cryptocurrency wallet, excluding the case of cryptocurrency developers team official request.
- The work of suspended wallets will be promptly resumed upon ceasing the above-mentioned circumstances or providing fixing updates by a Cryptocurrency developer.

## **10 Risk warning**

**10.1** The User guarantees that he/she understands general principles of Cryptocurrencies, and Cryptocurrency trading and is aware of such basic entities as price volatility; commissions, and fees, insecure cryptocurrencies, etc. affecting the asset value and risks related to it.

**10.2** The fact of a first order placement by the User confirms his/her awareness of the main trading principles on the Service and terms specified in this clause 1 Terms and definitions of the present Agreement.