

Terms and conditions

Our Terms and Conditions offers you an overview of the key terms that apply to your use of our website and trading platform.

- **dyos** provides you with a simple and convenient way to store digital assets (such as bitcoins, ethereum and ripple) and vice versa. You may also use our Services to purchase and sell digital assets directly from and to us. Our services do not provide users with the ability to trade one form of legal tender for another form of legal tender. We additionally, the range of services available to you will depend in part of your country of residence.

- **Eligibility and Acceptable Use**
- You must meet certain criteria to use dyos. For instance, you must be an adult and there are certain locations from which you may not be able to use our Services. Additionally, there are certain things you cannot do when using dyos, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems.

- **Other Important Legal Terms**
- There are important legal terms provided below in the complete Terms of Service, including your indemnification responsibilities, our limitation of liability and warranty disclaimers, and your agreement to arbitrate most disputes. Please take the time to read these terms carefully.

- **Support**
You can always contact us through support if you have any questions on *dyos.io*

Complete Terms of Service

These Terms of Service and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of the websites and mobile applications provided by dyos AG. and its wholly owned subsidiaries (collectively, "**dyos**", "**dyos Group**", "**we**", or "**us**"), and the trading and direct sale services provided by dyos AGas described in these Terms (collectively, our "**Services**").

- **IMPORTANT DEFINITIONS**

- Capitalized terms not otherwise defined in these Terms will have the following meaning:

- 1.1 "**External Account**" means any Financial Account or Digital Asset Account: (i) from which you may load Funds into your dyos Account, and (ii) to which you may push Funds from your dyos Account.
- 1.2 "**Digital Asset**" means bitcoins, ethereum, ripples and other digital assets that may be purchased, sold or traded via the Services.
- 1.3 "**Digital Asset Account**" means any Digital Asset address or account owned or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by "dyos AG".

- **ELIGIBILITY**

- "dyos AG" may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain EU member states, U.S. states or other foreign jurisdictions ("**Restricted Locations**"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.
- You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in the European Union or the US.); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any

other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which Germany or the EU collectively has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Commerce Department's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

■ **dyos ACCOUNT**

- **3.1 Number of dyos Accounts.** "dyos AG" may, in its sole discretion, limit the number of dyos Accounts that you may hold, maintain or acquire.
- **3.2 dyos Account information and security.** In order to engage you must create a dyos Account and provide any requested information. When you create a dyos Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your dyos Account information; (d) maintain the security of your dyos Account by protecting your password and restricting access to your dyos Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your dyos Account; and (f) take responsibility for all activities that occur under your dyos Account and accept all risks of any authorized or unauthorized access to your dyos Account, to the maximum extent permitted by law.

- Please refer to our [Privacy Policy](#) for information about how we collect, use and share your information.

UNCLAIMED PROPERTY

- If for any reason “dyos AG” is holding Funds in your dyos Account on your behalf, and “dyos AG” is unable to return your Funds to your designated External Account after a period of inactivity, then “dyos AG” may report and remit such Funds in accordance with applicable state unclaimed property laws.

ACCEPTABLE USE

- When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:
 - Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 - Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
 - Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 - Use or attempt to use another user's account without authorization;

- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

Feedback

- We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding “dyos AG” or our Services that you provide, whether by email, posting through our Services or otherwise (“**Feedback**”). Any Feedback you submit is non-confidential and shall become the sole property of “dyos AG”. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

Copyrights and Other Intellectual Property Rights

- Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the “dyos AG” or dyos logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “**dyos AG**”) are the proprietary property of “dyos AG” or our licensors or suppliers and are protected by EU and international copyright laws and other intellectual property rights laws.
- We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the “dyos AG” Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the “dyos AG” Materials; (b) the distribution, public performance or public display of any “dyos AG” Materials; (c) modifying or otherwise making any derivative uses of the “dyos AG” Materials, or any portion thereof; or (d) any use of the “dyos AG” Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

Trademarks

- “dyos AG”, “dyos”, “dyos Group”, the dyos logo, the “dyos AG” logo and any other “dyos AG” product or service names, logos or slogans that may appear on our Services are trademarks of “dyos AG”, in the in any country, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of “dyos AG” without our prior written permission, including without limitation any metatags or other “hidden text” utilizing any trademark, product or service name of “dyos AG”. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade

dress of “dyos AG” and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

THIRD-PARTY CONTENT

- In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("**Third-Party Content**"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

SUSPENSION; TERMINATION

- In the event of any Force Majeure Event, breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for “dyos AG”, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion,

immediately and without prior notice, and delete or deactivate your dyos Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, “dyos AG” will attempt to return any Funds stored in your dyos Account not otherwise owed to “dyos AG”, unless “dyos AG” believes you have committed fraud, negligence or other misconduct.

DISCONTINUANCE OF SERVICES

- We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

DISCLAIMER OF WARRANTIES

- EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.
- YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE

FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

- Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to you.

LIMITATION OF LIABILITY

- (a) EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL “dyos AG”, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE “dyos AG” MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM “dyos AG”, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO “dyos AG”'S RECORDS, PROGRAMS OR SERVICES.
- Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for

incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

- (b)
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF “dyos AG” (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, “dyos AG” OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO “dyos AG” DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.
- Indemnity
- You agree to defend, indemnify and hold harmless “dyos AG” (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

MISCELLANEOUS

- **24.1 Entire Agreement; Order of Precedence.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties

regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with “dyos AG” for the Services or for any other “dyos AG” product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with “dyos AG”, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

- **24.2 Amendment.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable “dyos AG” websites and mobile applications and updating the “Last Updated” date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after “dyos AG” provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.
- **24.3 Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
- **24.4 Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

- **24.5 Force Majeure Events.** “dyos AG” shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond “dyos AG”’s reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond “dyos AG”’s reasonable control (each, a "**Force Majeure Event**").
- **24.6 Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from “dyos AG”, including by operation of law or in connection with any change of control. “dyos AG” may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.
- **24.7 Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- **24.8 Survival.** 23.8 Sections 2 (Eligibility), Section 3 (dyos Account), 8 (Risk Disclosure), 10 (Fees), 12 (Unclaimed Property), 14 (Feedback), 15 (Copyrights), 16 (Trademarks), 17 (Third-Party Content), 20 (Disclaimer of Warranties), 21 (Limitation of Liability); 22 (Indemnity), 23 (Applicable Law; Arbitration) and this Section 24 (Miscellaneous) shall survive any termination or expiration of these Terms.