

Terms & Conditions Globiance

Last updated: March 5th, 2020

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE.

This Agreement is a contract between you and globiance.com and governs your use of all Globiance Services. By signing up to use an account through globiance.com, or any associated websites, APIs, or mobile applications (collectively the "Globiance Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy.

Eligibility and Acceptable Use

You must meet certain eligibility criteria to use Globiance Services. 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 Globiance, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems.

Your Globiance account ("Globiance Account") encompasses the following basics:

Globiance services:

1. One or more hosted Digital Currency wallets that allow users to store certain

supported digital currencies, like Bitcoin or Ethereum ("Digital Currency"), and to track, transfer, and manage their supported Digital Currencies (the "Hosted Digital Currency Wallet");

2. Digital Currency conversion services through which users can exchange, buy and sell supported Digital Currencies in transactions with Globiance (the "Conversion Services"); and, a Digital Currency exchange platform (collectively the "Globiance Services").

Trading Risks

Engaging in trades may be risky, especially if you engage in any margin trades or use any other sophisticated trading options. Please don't use Globiance or any of the trading options if you do not understand these risks.

Privacy Policy

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

Registration of Globiance Account

In order to use any of the Globiance Services, you must first register by providing requested data and affirming your acceptance of this Agreement. Globiance may, in its sole discretion, refuse to allow you to establish a Globiance Account, or limit the

number of Globiance Accounts that a single user may establish and maintain at any time.

Identity Verification

In order to use certain features of the Globiance Services, including certain transfers of Digital Currency, you may be required to provide Globiance with certain personal information, including, but not limited to, your name, nationality, address, e-mail address, date of birth, place of birth etc.

In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Globiance, if any information changes.

You hereby authorize Globiance to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action/s we reasonably deem necessary based on the results of such inquiries and reports.

Digital Currency Transactions

Globiance processes supported Digital Currency according to the instructions

received from its users and we do not guarantee the identity of any user, receiver or other party. You should verify all transaction information prior to submitting instructions to Globiance. In the event you initiate a Digital Currency Transaction by entering the recipient's email address and the recipient does not have an existing Globiance Account, Globiance will email the recipient and invite them to open an Globiance Account. If the designated recipient does not open a Globiance Account within 30 days, Globiance will forfeit the transaction.

Once submitted to a Digital Currency network, a Digital Currency Transaction will be pending for a period of time before getting sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending status. Funds associated with transactions that are in a pending status will be designated accordingly, and will not be included in your Globiance Account balance or be available to conduct transactions. Globiance may charge network fees (Miner Fees) to process a Digital Currency transaction on your behalf. Globiance will calculate the network fee in its discretion; although Globiance will always notify you of the network fee at or before you initiate the transaction.

Buying Bitcoins or other Cryptocurrency:

All purchases involve Digital Currency without a fixed value. With every payment for crypto currencies you agree with the price that Globiance have determined for you.

You understand that all rates are variable and can change anytime.

1. You are responsible for entering the correct recipient address.
2. If you entered a wrong wallet address, Globiance will not be responsible for any loss of digital currency, arising out of that mistake. Globiance will not refund this amount and you will not receive the cryptocurrency.
3. As per Globiance policy you need to make a one-time verification of your account details, if this verification has not been successfully completed, no trade/s can be conducted on Globiance.
4. With every buy order, you are required to fulfil the invoice amount. This amount can be fulfilled with one of our offered payment methods. The clearing of your payment is your responsibility.
5. The delivery of your crypto currencies takes place by the provision of a coin transaction to the specified coin address. We ensure you to send a successful transaction, that immediately sends to the corresponding crypto currency-network. We have no influence on the speed of the transaction, it may take up to 24 hours, and if a problem does arise then you have the right to contact our support department contact@globiance.com

6. Transactions cannot be undone by users once initiated. While we may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.

7. If the sender address is incorrect, this error is at your own risk and we can't reverse the transaction.

8. When an unusual transaction takes place, we might hold your orders till further verification.

9. On suspicion of certain transactions noticed to be incorrect/credit or debited wrongly with crypto coin or in case of sufficient evidence/s of criminal activities, Globiance reserves the right to suspend such transaction/s and recover crypto balances. In such cases the decision taken by Globiance exchange would be final and binding to user/s.

10. Crypto currencies ordered at Globiance cannot be refunded.

11. Registered users are responsible for saving their crypto currencies.

12. Globiance crypto balance can be empty sometimes due to the big order of cryptocurrencies, please wait for your order to arrive.

Selling Bitcoins or other Cryptocurrency:

1. You can sell Digital Currency at Globiance Platform.

2. You must deposit the correct amount of cryptocurrency at the address given

by Globiance. Deposit your cryptocurrencies within 15 minutes and the transaction must have at least 1 confirmation by the blockchain within 15 minutes. If we do not receive the correct amount within 15 minutes OR within the confirmation time limit, Globiance will consider the transaction invalid and Globiance will manually recalculate your order.

3. You agree that no tax is deducted from the sold crypto currencies. It is your responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

4. You agree that the crypto currencies offered are legitimately acquired and you do not know of any possible illegal activities.

5. You agree to be the owner of the account number and any other information you have given to be truthful.

6. Globiance is allowed to cancel your sell orders. In such cases the crypto currencies will be paid back to the given return address.

7. It is your responsibility to provide the correct information. We carry trades almost immediately after the crypto currencies have been received at the address given by Globiance.

8. Transactions are being executed every business day after we have received the

payment.

Conversion Fees

Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to you on the www.globiance.com prior to you completing a Conversion Service transaction. Globiance will not process a conversion transaction if the Conversion Fee and any other associated fees, such as wire transfer fees would exceed the value of your transaction. Payments using other methods not described below, such as wire (if permitted), are subject to different transaction fees disclosed to you before you authorize the transaction. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third party payment processors.

Fees Structure

Currency Deposit Withdraw

BTC Free 0.001 BTC

ETH Free 0.01 ETH

USDT Free 3.2 USDT

XRP Free 0.25 XRP

Trading Fee:

Buy Side : 0.20 % On Trade value.

Sell Side : 0.20 % on Trade value.

FEE STRUCTURE OF IBAN ACCOUNTS FOR INDIVIDUALS

Application processing fee FREE

Maintenance fee (monthly) FREE

Incoming SEPA payment 0.08% (minimum 1€)

Outgoing SEPA payment 0.15% (minimum 1€)

Incoming SWIFT payment 0.35% (minimum 40€)

Outgoing SWIFT payment 0.50% (minimum 40€)

Internal transfer €0.10

Exchange Crypto to Fiat 0.5%

Exchange Fiat to Crypto 0.5%

Exchange Crypto to Crypto 0.15%

Inactivity fee (monthly) €10

Account balance fee (monthly) FREE

Minimum initial deposit €100

Minimum funds on account €50

Website Accuracy

Although, we intend to provide accurate and timely information on the Globiance Site, the Globiance Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation the information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Globiance Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Globiance Site.

Suspension, Termination, and Cancellation

Globiance may: (a) suspend, restrict, or terminate your access to any or all of the Globiance Services, and/or (b) deactivate or cancel your Globiance Account if:

1. We are required by a court order, or binding order of a government authority;

or

2. We reasonably suspect you of using your Globiance Account in connection

with a prohibited use or business; or

3. Use of your Globiance Account is subject to any pending litigation,

investigation, or government proceeding and/or we perceive a heightened risk

of legal or regulatory non-compliance associated with your Account activity; or

4. Our service partners are unable to support your use; or

5. You take any action that Globiance deems as circumventing Globiance's

controls, including, but not limited to, opening multiple Globiance Accounts or

abusing promotions which Globiance may offer from time to time.

6. You breach any of the points mentioned in the terms and conditions and the

Privacy Policy

If Globiance suspends or closes your account, or terminates your use of Globiance

Services for any reason, we will provide you with notice of our actions unless a court

order or other legal process prohibits Globiance from providing you with such notice.

You acknowledge that Globiance's decision to take certain actions, including limiting

access to, suspending, or closing your account, may be based on confidential criteria

that are essential to Globiance's risk management and security protocols. You agree

that Globiance is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Assets or funds associated with your Hosted Digital Currency Wallet(s) and/or your Currency Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited under the law, including but not limited to applicable sanctions programs.

You may cancel your Globiance Account at any time by withdrawing all balances and visiting www.globiance.com. You will not be charged for cancelling your Globiance Account, although you will be required to pay any outstanding amounts owed to Globiance. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Relationship of the Parties

Globiance is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Globiance to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Globiance to be treated as the agent of the other.

No Representations & Warranties by Globiance

Globiance 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.

No Advice

Globiance does not provide any investment advice or advice on trading techniques, models, algorithms, or any other schemes.

Indemnity

The Globiance Parties shall not be liable for any act, omission, error of judgment or loss suffered by you in connection to this Agreement. You acknowledge and agree to indemnify and hold harmless the Globiance Parties from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees, rights, claims, disbursements or actions of any kind and injury (including death) arising out of or relating to your use of Globiance or our performance or non-performance of duties.

Limitation of Liability

IN NO EVENT SHALL GLOBIANCE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY

AMOUNT THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR GLOBIANCE ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE GLOBIANCE SITE OR THE GLOBIANCE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GLOBIANCE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeure

Globiance 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 Globiance's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Globiance's reasonable control (each, a "Force Majeure Event").

Contact Globiance

If you have any feedback, questions, or complaints, contact us via our Customer

Support webpage at [at https://exchange.globiance.com/contact_us](https://exchange.globiance.com/contact_us) or email:

contact@globiance.com

When you are contacting us, please provide us with your name, address, Account detail and any other information we may need to identify you, your Globiance Account, and the transaction on which you have a feedback, question, or complaint.

Governing Law

This Agreement will be exclusively governed by Laws of the Republic of Estonia.