



## KYRREX LIMITED - TERMS OF BUSINESS

These terms of business cover the services provided by KYRREX Limited, Company number: 26383 BC 2021, Address: Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent and the Grenadines, and govern the legal relationship between the client (the «**Client**»), and KYRREX (together the «**Parties**») in respect of the services offered by KYRREX.

By signing up to register an account with KYRREX, the Client agrees that he has read and understood, and accepts all of the terms and conditions contained in this document, as well as warrant and confirm that you have read the Privacy Policy of KYRREX in full and understand its contents.

These terms of business incorporate within them, as though they were fully set out herein, the provisions of the following terms and policies, which themselves also apply to the Client's use of the services provided by KYRREX:

- a. [the Privacy Notice](#);
- b. [the IP Address and Cookies Policy](#).

### 1. GENERAL

- 1.1. The Client should read these Terms, and any document referred to in them very carefully. If there is anything that the Client does not understand the Client should discuss this matter with KYRREX and seek the necessary clarification.
- 1.2. Any formal communication with the Client by KYRREX will be undertaken through electronic mail unless otherwise instructed by the Client. Documents will be sent to the Client by electronic mail and the Client should seek to send any documents to KYRREX by the same means. The Client will also be able to contact KYRREX telephonically or through secure messaging systems made available by KYRREX.
- 1.3. Communication between Clients and KYRREX will, unless otherwise agreed between the Client and KYRREX, be made in the English language. In the event of any discrepancy between the English language version of these Terms and any translation of these Terms in a foreign language, the English version of these Terms shall prevail.
- 1.4. The Client is required to meet strict eligibility requirements in order to access the services offered by KYRREX. The Client is required to be at least 18 years old.
- 1.5. KYRREX provides the Client with an order matching platform that automatically, and according to pre-established criteria, matches the Clients' trades with open orders from other Clients in respect of virtual financial assets («**VFAs**», each a «**VFA**») only (the «**KYRREX Services**»).  
As a result, the KYRREX Exchange Services only permit Clients to trade one type of VFA for another type of VFA. The Client will not be able to predetermine or undertake a trade with a pre-determined Client. Similarly, an order may be partially filled or may be filled by multiple matching orders arising from different Clients. The KYRREX Exchange Services do not permit the trading of legal tender (such as Euros or US dollars) for VFAs and vice versa.
- 1.6. KYRREX also offers its Clients a digital wallet (the «**KYRREX Digital Wallet Services**») enabling each Client to store VFAs that are traded via the KYRREX Exchange Services.

- 1.7. The KYRREX Exchange Services and KYRREX Digital Wallet Services offered by KYRREX are collectively referred to as the «**Services**».
- 1.8. Trading VFAs may present financial risks. A Client should not seek the Services if he does not understand, or is otherwise not comfortable with, such risks.
- 1.9. These Terms shall remain in force for the duration of the relationship between the Client and KYRREX.
- 1.10. There are important legal terms provided below in these Terms, including the Client's indemnification and our limitation of liability. Please read these Terms carefully.

## **2. INTERPRETATION**

- 2.1. In these Terms unless the context requires otherwise:
  - headings are inserted for convenience only and will not affect the construction or interpretation of these Terms;
  - words importing the singular include the plural and vice-versa;
  - any reference to a statute, statutory instrument, or other regulations includes all provisions, rules and regulations made under them and will be interpreted as reference to such statute, statutory instrument, or regulations as amended, consolidated, re-enacted or replaced from time to time; and
  - a reference to any party shall include that party's permitted assignees and successors in title.

## **3. REPRESENTATIONS AND WARRANTIES**

- 3.1. The Client represents and warrants to KYRREX that:
  - 3.1.1. the Client is not under any legal disability with respect to, and is not subject to any law or regulation which prevents:
    - (i) him from entering into these Terms, or
    - (ii) his performance according to these Terms or any transaction contemplated in them, and that as a result he has authority to enter into and accept these Terms;
  - 3.1.2. the Client has provided KYRREX with all necessary information and documents for due diligence purposes, as requested by KYRREX, in order for KYRREX to be able to provide the Service and undertake the relevant customer due diligence checks in line with the KYRREX internal policies. The Client further agrees to promptly deliver true and complete copies of all amendments or supplements to such documents.
  - 3.1.3. any information which the Client has provided or may provide to KYRREX is complete, up-to date and correct in all respects;
  - 3.1.4. in the event that any of the information supplied by the Client ceases to remain complete, up-to date and correct in any respect, the Client shall provide KYRREX with such revised and updated information without delay;
  - 3.1.5. the Client is in compliance with all laws to which he is subject, including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;
  - 3.1.6. the Client is the beneficial owner (or if the Client is a trustee, the legal owner) of any VFA subject to these Terms and will indemnify KYRREX against all claims or demands made by any person in relation thereto; and
  - 3.1.7. the VFAs the Client deposits with KYRREX are not the proceeds of any criminal, unlawful or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms.

- 3.2. The Client undertakes and agrees not to:
  - 3.2.1. violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organisation;
  - 3.2.2. provide false, inaccurate, incomplete or misleading information to KYRREX;
  - 3.2.3. take or attempt to take any action or claim ownership of any property that infringes or would infringe upon:
    - a. KYRREX's intellectual property interests in and to the Services as set forth in Section 18, or
    - b. any third party's copyright, patent, trademark, or other intellectual property rights;
  - 3.2.4. distribute unsolicited or unauthorised advertising, promotional or marketing material or any junk mail, spam, or chain letters;
  - 3.2.5. reverse engineer or disassemble any aspect of the Services for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;
  - 3.2.6. take any action that imposes an unreasonable or disproportionately large burden or load on the Parties' infrastructure (including, but not limited to, servers, networks, data centres and related or like equipment), or detrimentally interfere with, intercept, or expropriate any system, data, or information of the Parties;
  - 3.2.7. transmit or upload any material to the Services that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; and/or
  - 3.2.8. attempt to gain unauthorised access to the systems of KYRREX, computer systems or networks connected to the Services, including through password mining or any other means.
- 3.3. For the avoidance of doubt, it is the Client's responsibility to determine what, if any, taxes apply to the trades the Client undertakes through KYRREX. It is the Client's responsibility to report and remit the correct tax to the appropriate tax authority. KYRREX is **not** responsible for determining whether taxes apply to the Client's trades or for collecting, reporting, withholding or remitting any taxes arising from such trades.
- 3.4. Notwithstanding the above, by agreeing to these Terms, the Client authorises KYRREX to deduct or withhold any sum, which KYRREX is required or liable to deduct or withhold under the law or practice of any revenue authority in any relevant jurisdiction.
- 3.5. KYRREX will strive to provide the Services in accordance with applicable laws, regulations, bye-laws, licence conditions, guidelines, exchange requirements, customs, usages and other provisions or market practices (the «Rules») to which KYRREX may be subject from time to time.

## **4. THE SERVICES**

### **KYRREX Exchange Services**

- 4.1. The KYRREX Exchange Services permit the Client to access KYRREX's order matching platform that automatically and according to pre-established criteria matches Clients' trades with open orders from other Clients in respect of VFAs only. Clients using the KYRREX Exchange Services are only permitted to trade one type of VFA for another type of VFA and accordingly Clients are not able to trade legal tender for a VFA or vice versa.

### **KYRREX Digital Wallet Services**

- 4.2. VFAs acquired by a Client using KYRREX Exchange Services will be held by KYRREX in the Client's digital wallet for and on behalf of the Client. KYRREX offers this service in order to expedite and facilitate Clients' acquisitions and/or disposal of VFAs.
- 4.3. In the case of VFAs held by KYRREX, on behalf of the Client, KYRREX shall be regarded as holding such VFAs on behalf of the Client and shall recognise the Client as the beneficial owner thereof. KYRREX will not deal with such VFAs, use as security or in any way make use of such VFAs, other than as lawfully directed and with the prior written authorisation of the Client.
- 4.4. VFAs held by KYRREX on behalf of its Clients may be pooled with those of other Clients. By accepting these Terms, the Client expressly agrees to the pooling of his VFAs with the VFAs of other Clients. Individual client entitlements may not be identifiable by separate physical documents of title or other electronic record and, in the case of an irreconcilable shortfall, Clients may not receive their full entitlement and may share in the shortfall pro rata.
- 4.5. The Client represents and warrants that he is, and shall remain at all times, the ultimate and effective beneficial owner of any VFAs held by KYRREX, that the Client shall not act as nominee or trustee for any other person and that the Client shall not transfer, assign, pledge, charge or otherwise create any security interest whatsoever over such instruments without the prior written consent of KYRREX.

#### **KYRREX API Tools**

- 4.6. These Terms also govern the Client's use of any and all development applications or application programming interfaces made available by KYRREX to the Client from time to time (which may include via a third party service provider), including but not limited to any accompanying or related documentation, source code, executable applications and other materials provided to the Client (the «API Tools»).
- 4.7. Subject to these Terms, KYRREX grants the Client a limited, revocable, non-exclusive, non-transferrable and non-sublicensable license solely to use and integrate the API Tools and underlying content into the Client's application so that the relevant application can interface directly with the KYRREX Exchange Services.
- 4.8. KYRREX retains all right, title and interest in and to all intellectual property rights subsisting in or associated with the API Tools and any content created or derived from such API Tools.
- 4.9. The Client must comply with all directions issued by KYRREX from time to time regarding his use of the API Tools and the underlying content transmitted.
- 4.10. The Client acknowledges that KYRREX makes available the API Tools (if any) on strictly an «as is» basis. KYRREX makes no guarantees with respect to the availability or uptime of the API Tools. KYRREX may conduct maintenance on or stop providing any of the API Tools at any time, with or without notice to the Client. KYRREX may change the method of access to the API Tools at any time.
- 4.11. In the event of degradation or instability of KYRREX's systems or services or in the case of an emergency, KYRREX may, in its sole discretion, temporarily suspend the Client's access to the API Tools.

- 4.12. To the extent permitted by Applicable Law (as defined in Section 27 of these Terms), KYRREX shall not be liable for any Loss suffered or incurred by the Client arising out of or in connection with his use of the API Tools or KYRREX's suspension, termination or change to the method of access thereto or maintenance thereon, in accordance with these Terms.
- 4.13. If, for any reason, this Section 14 is deemed unenforceable by a competent court or tribunal, our potential liability shall be governed by Section 12.

## 5. ELIGIBILITY

- 5.1. KYRREX may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions from time to time (the «**Restricted Locations**»).
- 5.2. If the Client is registering to use the Services on behalf of a legal entity, the representative of the Client represents and warrants that:
- a. such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation; and
  - b. the representative of the Client is duly authorised by the Client to act on its behalf.
- 5.3. The Client further represents and warrants that he:
- a. is of legal age to form a binding contract (at least 18 years old);
  - b. has not previously been suspended or removed from using the Services;
  - c. has full power and authority to enter into this agreement and in doing so will not violate any other agreement to which the Client is a party;
  - d. is not located in, under the control of, or a national or resident of:
    - (i) any Restricted Locations; or
    - (ii) any country to which the European Union, the United Nations or the United States has embargoed goods or services or otherwise subject to any form of sanction or embargo;
  - e. is not subject to any freezing order or other interdiction or restriction of any kind under applicable law entering into transactions or owning and disposing of assets; and
  - f. will not use the Services if any applicable laws in the Client's country prohibit the Client from doing so in accordance with these Terms.

## 6. THE ACCOUNT

- 6.1. In order to engage in any trades with KYRREX, the Client must create an account (the «**Account**») and provide such information that KYRREX may request. The account may be accessible through KYRREX's website using the same user name and password.
- 6.2. When the Client creates an Account the Client undertakes and agrees to:
- create a strong password that the Client does not use for any other website or online service;
  - maintain and promptly update the Client's Account information;
  - maintain the security of the Client's Account by protecting the Client's password and restricting access to the Client's Account;
  - promptly notify KYRREX as applicable if the Client discovers or otherwise suspects any security breaches related to his Account; and
  - take responsibility for all activities that occur under the Client's Account and accept all risks of any authorised or unauthorised access to the Client's Account, to the maximum extent permitted by law.

## **7. OPERATION OF THE CLIENT'S ACCOUNT**

- 7.1. In order to access the KYRREX Exchange Services, the Client must transfer VFAs in his account with KYRREX.
- 7.2. KYRREX does not hold clients' money and a Client may only hold VFAs in his Account with KYRREX.
- 7.3. The Client may instruct KYRREX to transfer his VFAs held by KYRREX to another account eligible to receive VFAs.

## **8. TRADE INSTRUCTIONS**

- 8.1. KYRREX may, at any time and in its sole discretion, refuse any trade submitted to them, impose limits on the trade amount or impose such other conditions or restrictions on the placement of orders without prior notice.
- 8.2. The Client may only cancel an order if such cancellation occurs before KYRREX matches the transaction. Once the Client order has been matched by KYRREX the Client may not change, withdraw or cancel the authorisation to KYRREX to complete such transaction.
- 8.3. If an order has been partially filled, the Client may cancel the unfilled part of the order unless the order relates to a market trade. KYRREX reserves the right to refuse any cancellation request associated with a market order once the Client has submitted such order. All market orders are irreversible once initiated.
- 8.4. The Client will be able to place an order to the extent that he has sufficient VFAs in the Account to complete an order.

## **9. KNOW YOUR CLIENT REQUIREMENTS**

- 9.1. The Client shall provide KYRREX with the necessary documents relevant to the opening and the establishment of the Account. The Client further agrees to promptly deliver true and complete copies of all amendments or supplements to such documents. The Client shall indemnify and hold KYRREX harmless against any and all Losses that KYRREX may suffer or incur arising out of any failure by the Client to provide KYRREX with the documents required by it.

## **10. SUSPENSION OR TERMINATION OF PROVISION OF SERVICES**

- 10.1. KYRREX may:
  - a. refuse to complete or block, cancel or reverse a transaction the Client may have authorised;
  - b. suspend, restrict, or terminate the Client's access to any or all of the Services; and/or
  - c. deactivate or cancel the Account with immediate effect for any reason, including but not limited to where:
    - they are, in their reasonable opinion, required to do so by applicable law or any court or other authority to which they are subject in any jurisdiction;
    - they reasonably suspect that the Client acted in breach of these Terms;
    - they have concerns that a transaction is erroneous;

- they have concerns about the security of the Client's Account or they suspect the Services are being used in a fraudulent or unauthorised manner;
- they suspect or have reasonable grounds to suspect money laundering, terrorist financing, fraud, or any other financial crime;
- use of the Account is subject to any pending litigation, investigation, or government proceeding and/or they perceive a heightened risk of legal or regulatory non-compliance associated with Client's Account activity; and/or
- the Client takes any action that may circumvent KYRREX's controls such as opening multiple Accounts or abusing promotions which KYRREX may offer from time to time.

10.2. KYRREX may also refuse to complete a transaction where there are insufficient VFAs in the Client's Account to cover the transaction and (where applicable) associated fees at the time that KYRREX receives notification of the transaction.

10.3. If KYRREX refuses to complete a transaction and/or suspends or closes the Account, or terminates the Client's use of Services in this way, KYRREX will (unless it would be unlawful for them to do so) provide the Client with notice of its actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that KYRREX refuses to complete a transaction and/or suspends the Account, KYRREX will lift the suspension as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, KYRREX is under no obligation to allow the Client to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

10.4. KYRREX may suspend, restrict, or terminate the Client's access to any or all of the Services and/or deactivate or cancel the Account, without reason by giving the Client five (5) days' notice. The Client acknowledges that KYRREX's decision to take certain actions, including limiting access to, suspending, or closing the Account, may be based on confidential criteria that are essential to KYRREX's risk management and security protocols. The Client agrees that KYRREX is under no obligation to disclose the details of its risk management and security procedures to the Client.

10.5. If KYRREX suspends or closes the Client's account, or terminates the Client's use of Services for any reason, KYRREX reserves the right to require the Client to complete the relevant identity verification and prevention of money laundering procedures before permitting the Client to transfer or withdraw any VFA.

10.6. The Client may cancel the Account at any time and withdraw all balances. The Client will not be charged for cancelling its Account, although the Client will be required to pay any outstanding amounts owed to KYRREX. The Client authorises KYRREX to cancel or suspend any pending transactions associated with the relevant Account at the time of cancellation.

10.7. If KYRREX identifies a Client's Account that has been inactive for a period exceeding twenty-four (24) months, KYRREX may elect to charge a maintenance fee to such Client to continue to service and maintain the relevant Client's Account.

## 11. CONFLICTS OF INTEREST

11.1. KYRREX has a Conflicts of Interest Policy which sets out the effective organisational and administrative arrangements that have been put in place to identify, prevent, manage and monitor conflicts of interest that entail a material potential risk of damage to the interests of their Clients. KYRREX shall take all appropriate steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of a Client.

## 12. EXCLUSION AND LIMITATION OF LIABILITY

12.1. KYRREX shall not be liable for:

- a. any damages of whatever kind or nature, including indirect, moral consequential, special or exemplary damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, (including, without limitation, damages to the Client's device or the device's software, or any damages sustained to your computer equipment, damages for loss of income or earning that the Client may suffer arising out of or relating to the use, inability to use or non-use of the Services) (any «Loss») suffered or incurred by the Client unless and to the extent that such Loss is suffered or incurred as a result of:
  - (i) KYRREX's gross negligence, wilful default or fraud; or
  - (ii) breach of KYRREX's obligations under these Terms; and
- b. any Loss due to actions taken by KYRREX according to its rights under these Terms.

Provided that in any case, to the extent that such liability cannot be excluded in terms of Applicable Law (as defined in Section 27 of these Terms), and to the extent permitted in terms of Applicable Law (as defined in Section 27 of these Terms), the maximum liability of KYRREX or that of their officers, directors, employees, subcontractors or agents with respect to the Client shall be limited (where applicable) to the lesser of the repair of any damage or the replacement of any damaged device, computer software or other equipment and/or to a refund of fees paid by the Client for the provision of the Services.

12.2. KYRREX shall not be liable for any Loss incurred by the Client with respect to any transaction in relation to any VFA, any delays in the receipt or processing of the Client's instructions or if KYRREX cannot perform any of their obligations by reason of any cause beyond their reasonable control (including, without limitation to the generality of the aforesaid, acts of God, government restriction, wars, act of terrorism, strikes, fire, exchange or market disruption, suspension of trading, periods of abnormal or unusual market activity, unanticipated dealing volumes, inability to communicate with market makers, failure of any telecommunication, energy failure, cyber-attacks, viruses or hacking, or any other event beyond the reasonable control of KYRREX) except if occurring through KYRREX's gross negligence, fraud, wilful default or the breach of these Terms.

12.3. Clients using KYRREX's online trading platform acknowledge and accept that in the event that the online trading platform becomes inaccessible for any period as a result of communication failure, breakdown or other malfunction, including inadequacy of or defect in any underlying communications services provided by third parties in respect of the online trading platform or failure of the internet, which occurs through no act or omission of KYRREX and is outside of its reasonable control. KYRREX shall not be liable to the Client for any such inaccessibility and/or failure.

- 12.4. KYRREX may, from time to time, need to interrupt the online trading platform service in order to carry out maintenance and updates or to protect the interest of the users of the online trading platform. KYRREX shall not be liable for any Loss that may be suffered by the Client as a result of such interruption.
- 12.5. Clients making use of the online trading platform further acknowledge and accept that the internet and telecommunication systems may be subject to interruption or failure through no fault of KYRREX. The Client is responsible for providing and maintaining the communications equipment (including personal computer or device and modem or other internet connection equipment) that the Client may use to access the online trading platform.
- 12.6. For the avoidance of doubt, the exclusion and limitation of liability provision shall survive the termination of these Terms and shall apply, with full force and effect, in perpetuity for the benefit of the Parties, and any other entity that is or becomes the owner of the Services, whether such ownership occurs through a sale, merger, other transaction or by the operation of Applicable Law (as defined in Section 27 of these Terms).
- 12.7. If Applicable Law (as defined in Section 27 of these Terms) does not permit all or any part of the above exclusion or limitation of liability in contracts to apply to the Client, the limitations, exclusions and disclaimers will apply to the Client only to the extent permitted by such Applicable Law (as defined in Section 27 of these Terms).

### **13. ONLINE ACCESS TO THE ACCOUNT**

- 13.1. The Client agrees to keep his username and password details secure to prevent any unauthorised use of them. The Client should not share his password with any third party under any circumstance. The Client must contact KYRREX immediately if the Client suspects that his username or password details may have been disclosed to, or obtained by, a third party and that the security of those details may be in jeopardy.
- 13.2. KYRREX shall not be liable under any circumstances for any direct, indirect, or consequential loss which results or may result from the Client's use of the online trading platform or the Services (including but not limited to system errors, deletion or loss of files, defects or delays in transmission of instructions or other information, any failure of either of KYRREX's server or the internet, loss of data, or any other event beyond KYRREX's reasonable control) or the Client's access to the internet or Services or use thereof for any purpose whatsoever or for any reliance on or use of information received on or through the online trading platform, the Services or the internet.

### **14. INDEMNITY**

- 14.1. The Client shall defend, indemnify and hold KYRREX harmless against any and all claims, losses, damages and expenses (including reasonable attorneys' fees, legal expenses and court costs) asserted against them by any third party or otherwise suffered or incurred by KYRREX as a result of or in connection with:
- the Client's breach of these Terms;
  - the Client's breach of any warranties provided to KYRREX;
  - any negligent or fraudulent act or omission or any wilful misconduct on the Client's part; and
  - any third party claim due to the acts or omissions of the Client.

## **15. PRIVACY POLICY**

15.1. The Client should refer to KYRREX's Privacy Policy for information about how KYRREX collects, uses and shares the Client's information.

## **16. RISK DISCLOSURE**

16.1. The Services relate to VFAs whose price volatility is outside KYRREX's control. Any profit or loss arising as a result of a fluctuation in the value of the respective VFAs will be entirely for the Client's account and risk.

16.2. The Client acknowledges that past performance is not necessarily a guide to future performance.

16.3. KYRREX does not provide investment advice in respect of VFAs. The Client is exclusively responsible for its trading decisions and orders. As a result, KYRREX shall not be responsible for any losses incurred by the Client as a consequence of the Client's own trading decisions in respect of VFAs.

16.4. The Client accepts that the value of VFAs, may fall as well as rise and that there can be no guarantee that the Client will not make a loss or that profits will be made by the Client as a result of his transactions in respect of VFAs.

## **17. FEES AND CHARGES**

17.1. The Client accepts to be bound by and pay the fees and charges as may be from time to time determined by KYRREX for the provision of the Services.

## **18. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

18.1. Unless otherwise indicated by KYRREX, all copyright and other intellectual property rights in all content and other materials contained on its website or provided in connection with the Services, or which otherwise result from the provision of the Services, including, without limitation, logos and all designs, text, graphics, pictures, information, documents, reports, data, software, sound files, other files and the selection and arrangement thereof (collectively, «Our Materials») are the proprietary property of KYRREX or their licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

18.2. KYRREX hereby grants the Client a limited, revocable, non-exclusive and non-sub-licensable license to access and use Our Materials for his personal or internal business use limitedly to use the Services. Such license is subject to these Terms and does not permit:

- a. any resale of Our Materials;
- b. the distribution, public performance, communication to the public (including making available online) or public display of any of Our Materials;
- c. modifying or otherwise making any derivative uses of Our Materials, or any portion thereof; or
- d. any use of Our Materials other than for their intended purposes. The license granted under this Section 18 will automatically terminate if KYRREX suspends or terminates the Client's Account or access to the Services.

## 19. TRADEMARKS

19.1. Trademarks and any other product or service names, logos or slogans that may appear on KYRREX's website or other application belong to and are owned by KYRREX, and may not be copied, imitated or used, in whole or in part, without KYRREX's prior written permission. The Client may not use any trademark, product or service name of KYRREX without KYRREX's prior written permission, including without limitation any metatags or other «hidden text» utilising any trademark, product or service name of KYRREX. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of KYRREX 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 KYRREX.

## 20. THIRD PARTY CONTENT

20.1. In using the Services, the Client may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links (the «**Third-Party Content**»). KYRREX does 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, the Client's business dealings or correspondence with such third parties are solely between the Client and the third parties. KYRREX is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and the Client understands that the Client's use of Third-Party Content, and interactions with third parties, is at the Client's own risk.

## 21. AMENDMENT AND TERMINATION

21.1. KYRREX shall be entitled to amend these Terms in favour of the Client or strictly in order to comply with applicable law and regulation without notice. Changes in these Terms which are not in the Client's favour may take place at any time, by giving notice to the Client at least thirty (30) days in advance.

21.2. The Client is deemed to have accepted such changes before the proposed date of their entry into force. In the event that the Client does not accept such changes, such Client must without delay and in any case prior to entry into force of any such changes notify KYRREX that he does not accept them by following the procedure set out in Section 24 of these Terms.

21.3. The relationship between the Client and KYRREX shall remain in force until it is terminated.

21.4. The Client is entitled to terminate the relationship with KYRREX with immediate effect by giving written notice to KYRREX.

21.5. KYRREX is entitled to terminate the Client relationship with one (1) months' notice.

21.6. The termination of the relationship shall be without prejudice to any other rights or remedies each of KYRREX or the Client may be entitled to under these Terms or at law and shall not affect the coming into or the continuance in force of any provision of these Terms which is expressly or by implication to come into effect or to continue in effect after such termination.

## **22. ASSIGNMENT**

- 22.1. These Terms are only enforceable by the Client and KYRREX, and no other person shall have any rights under these Terms to enforce any provision of these Terms.
- 22.2. The Client agrees not to assign, transfer, dispose of or grant security over any of his rights and obligations under these Terms without KYRREX's prior consent.
- 22.3. KYRREX may assign or transfer any of its rights or obligations under these Terms or delegate all or any of its functions under these Terms to a third party without the Client's prior consent provided that the Client is given notice of any such assignment.

## **23. COMPLAINTS**

- 23.1. Any complaint or other communication to be given in connection with these Terms shall be made in writing and sent by electronic mail on the following address [support@kyrrex.com](mailto:support@kyrrex.com).

## **24. ENTIRE AGREEMENT**

- 24.1. Save as otherwise expressly provided herein, these Terms constitute the entire agreement between KYRREX and the Client and KYRREX shall not be liable to the Client for loss arising from or in connection with any agreement, representation, statement or undertaking made prior to the coming into effect of these Terms other than those agreements, representations, statements or undertakings which are expressly incorporated or referred to in these Terms.

## **25. MISCELLANEOUS**

- 25.1. KYRREX's failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
- 25.2. The invalidity or unenforceability of any of the provisions of these Terms shall not affect the validity or enforceability of any other provision of these Terms, all of which shall remain in full force and effect.
- 25.3. Sections 3, 5, 9, 12, 14, 18, 19, 20 and 26 to 28 and Clause 4.12 shall to the extent applicable survive the termination or expiration of these Terms.
- 25.4. KYRREX strictly follows anti-money laundering (AML), «know your customer» (KYC) and other regulations in respective jurisdictions. The Client fully agrees to assist KYRREX in fulfilling the Applicable Law (as defined in Section 27 to these Terms) and provide any necessary information if such is required from the Client.
- 25.5. The Client shall cooperate with and assist KYRREX in connection with any investigation, examination or enquiry by any government entity. The Client shall promptly provide KYRREX with any documents, certification, record or other materials they may request in connection with such investigation, examination or enquiry.

## **26. APPLICABLE LAW**

- 26.1. These Terms are governed by St. Vincent and the Grenadines Law («**Applicable Law**»). Any disputes between the Parties relating to the Services or these Terms will, unless submitted to arbitration in accordance with these Terms, be subject to the jurisdiction of the St. Vincent and the Grenadines Courts.

## **27. ARBITRATION**

27.1. Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or relating to these Terms, or the breach, termination or invalidity thereof, or any other issue which may arise in virtue of these Terms, shall be referred to and finally settled by arbitration. Any arbitration commenced pursuant to this clause shall take place in St. Vincent and the Grenadines in the English language through a single, independent and impartial arbitrator to be appointed by agreement between the Parties or, failing such agreement within fourteen (14) days from the receipt by any Party from the other/s of a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed by the KYRREX.