

E-Coin Digital

Terms and Conditions

Last Updated: March 2017.

Welcome to E-Coin Digital – The Website that helps you buy, sell and invest in crypto currencies.

These terms and conditions (the “**Agreement**”) outlined below, contains the terms and conditions that govern your access and use of the Services (as herein defined) offered by E-Coin Digital through www.ecoinclubs.com (the “**Site**”), and is a legally binding agreement between E-Coin Digital (“**E-Coin Digital**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**”).

This Agreement takes effect when you access the Site and click an “**I Accept**” button or check box presented when you first sign up and access the Services (the “**Effective Date**”).

You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

By accessing the Site and using the Services, you agree to be bound by the terms and conditions contained in this Agreement.

1. Services

a) E-Coin Digital provides you with a simple yet convenient Platform (the “**Platform**”) which allows you to buy, sell and trade legal tender (e.g US Dollars, Euros, Pounds etc.) for Digital Currencies (such as Bitcoin, Litecoin, Peercoin, Prime Coin etc.) (collectively, the “**Services**”).

b) In addition, you can use the Services to sell to or purchase digital currencies from E-Coin Digital.

c) Our services do not provide users with the ability to trade one form of legal tender for another form of legal tender. Additionally, the range of services available to you will depend in part upon the region from which you access the Site.

d) By using our Services, you represent and warrant that:

- ✓ You are 18 years or older.
- ✓ Any and all registration information you submit is truthful and accurate.
- ✓ You will maintain the accuracy of such information.
- ✓ Your use of our Services does not violate any applicable law, regulation or any obligation.

2. Account Registration

a) In order to access the Platform and use our Services, you must first register for an account by providing a valid e-mail address, password, and other information required as specified on the registration form.

b) To register for an Account, you will be required to pay a one-time \$10 Fee (the “**Registration Fee**”).

c) Upon successful completion of the registration process and payment of the Registration Fee, E-Coin Digital will establish an Account for you (“**Account**”).

d) Please note that we may, at our sole discretion and determination, refuse to allow you to create a Account. You are required to create and maintain only 1 Account at any time.

3. E-Coin Packages

a) We offer various digital currency packages (“**E-Coin Packages**”) on the Site. The Price of these E-Coin Packages is dependent on its value, current exchange rates, market demand and supply.

b) Upon successful registration, you will be able to purchase any desired E-Coin Package at the then applicable price. To purchase an E-Coin Package, you must provide us with the following information:

- ✓ Full Name and Valid Email Address
- ✓ Date of birth
- ✓ Phone Number and Address
- ✓ Country
- ✓ Credit Card Details

c) To prevent money laundering activities, we may in addition, ask for the following documents

- ✓ Government ID; or
- ✓ Passport

4. Order Process

a) To buy an E-Coin Package, you need to sign up, select the desired E-Coin Package, and click on the “BUY NOW” button. You will be redirected to our Payment checkout page, enter your payment details to finalize the order.

b) After finalizing Your order, we will send an e-mail with the E-Coin Package details and the invoice of your order.

c) Please note that the purchase and payment for any E-Coin Packages is final and therefore non-refundable. We will not be able to refund any amounts paid for an E-Coin Package, for any reasons.

5. E-Coin Package Delivery and Use

a) The purchased E-Coin Package, entitles you to receive Digital Currencies (such as Bitcoin, Litecoin) (“E-Coins”) depending on the value of the purchased E-Coin Package.

b) For every month, up to a maximum of 12 months from the date you purchased an E-Coin Package, we shall credit your Account with a specific number of E-Coins depending on the value of the purchased E-Coin Package.

c) Once E-Coins have been credit to your Account, you will be free to exchange them for legal tender and/or sell them at any given time, anywhere on the internet, on any platform including our Site.

6. Risk Disclosure

a) You acknowledge and agree that you shall access and use the Services at your own risk.

b) The risk of loss in trading Digital Currencies can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

c) You should be aware of the following points, at all times:

- ✓ You may sustain a total loss of the E-Coins Funds in your Account, and, in some cases, you may incur losses beyond such Funds.
- ✓ Under certain market conditions, you may find it difficult or impossible to liquidate your E-Coins. This can occur, for example if there is insufficient liquidity in the market.
- ✓ All Digital Currencies involve risk.

d) All of the points noted in 6(c) above apply to all Digital Currencies including E-Coins. This brief statements cannot, of course, disclose all the risks and other aspects associated with these trades.

e) You further acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that E-Coin Digital shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, howsoever caused.

7. Acceptable Use Policy

- a) 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.
- b) 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;
 - ✓ Encourage or induce any third party to engage in any of the activities prohibited under this Section.

8. Intellectual Property

The Site and its original content, features and functionality are owned by E-Coin Digital and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

9. Termination

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10. Links to Other Sites

- a) Our Site may contain links to third-party sites that are not owned or controlled by E-Coin Digital.
- b) We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

11. Discrimination and Limitation of Liability

- a) The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- b) To the extent permitted by law, E-Coin Digital will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.
- c) We make no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else, which may be harmful or destructive.

12. Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws and regulation of the Republic of Australia, without giving effect to any principles of conflicts of law.

13. Changes to This Agreement

- a) We reserve the right, at our sole discretion, to modify or replace the terms of this Agreement by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms and Conditions.
- b) Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of our Services immediately.

14. Contact Us

If you have any questions about this Terms and Conditions, please feel free to Contact Us.