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01 TERMS OF USE

The following terms of use (Terms, Terms of Use or Agreement) govern your use (the term “Use” will mean any access, downloading, reproduction, installing, copying, playing, demonstrating and/or other use, as applicable) of our software (either in the form of dWeb or mobile-version) (Software or Software platform) and related services enabling you to manage, transfer, exchange crypto-assets and other related features, tools, materials and services (Services).

Please read these Terms of Use carefully before using the Software platform and related Services.

The terms you or the User refers to any person or entity browsing, accessing, downloading, reproducing, installing, copying, playing, demonstrating and/or otherwise using the Services, or receiving any Services. A copy of these Terms of Use may be downloaded, saved and printed for your reference.

Specific terms (if applicable) always take precedence over these Terms. Specific terms may be accessed via the links to external resources.

BY ACCESSING AND USING THE SOFTWARE AND THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS, OR USE THE PEPE.TEAM EXCHANGE SOFTWARE AND SERVICES.

THE COMPANY BELIEVES THAT THE INFORMATION PRESENTED IS ACCURATE AND THAT THE INFORMATION WAS OBTAINED FROM SOURCES THAT THE COMPANY BELIEVES TO BE RELIABLE. HOWEVER, THE COMPANY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION. SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

DECISIONS TO USE, HOLD, TRANSFER, TRADE OR MAKE OTHER TRANSACTIONS WITH CRYPTO-ASSETS INVOLVE A HIGH DEGREE OF RISK AND ARE BEST MADE BASED ON THE ADVICE OF QUALIFIED FINANCIAL PROFESSIONALS. ANY DEALING WITH CRYPTOCURRENCIES AND OTHER CRYPTO-ASSETS INVOLVES A RISK OF SUBSTANTIAL LOSSES. THEREFORE, BEFORE UNDERTAKING ANY ACTION AND USING PEPE.TEAM EXCHANGE SOFTWARE AND SERVICES, YOU SHOULD CONSULT A QUALIFIED PROFESSIONAL. PLEASE CONSIDER CAREFULLY WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND ABILITY TO BEAR FINANCIAL RISKS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOSS OR DAMAGE YOU OR ANYONE ELSE INCURS AS A RESULT OF ANY CRYPTO-TRANSFER AND/OR EXCHANGE OR INVESTMENT ACTIVITY THAT YOU OR ANYONE ELSE ENGAGES THROUGH OUR SOFTWARE AND/OR SERVICES.

THE COMPANY IS NOT RESPONSIBLE FOR PREVENTING OR MANAGING INFORMATION BROADCASTED ON A BLOCKCHAIN.

02 ELIGIBILITY

You may not use our Website, Software and related services if you are a citizen, resident, habitant or legal entity incorporated in Restricted Use Areas as described below.

By using the Software and Services, you confirm that:

- you are at least 18 (eighteen) years old;
- you are of legal age to accept this Agreement according to your residence country legislation;
- you comply with the laws and regulations of your country of residence;
- you have a full capacity and authority to enter into this Agreement;
- If you are using the Services on behalf of a legal entity, you represent and warrant that:
 - **(a)** such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
 - **(b)** you are duly authorized by such legal entity to act on its behalf;
 - **(c)** any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with your company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).

03 SERVICES

[pepe.team](#) provides a multi-purpose hybrid Software enabling users to experience manage, transfer, and exchange tokens

Primary functionality we provide:

— [p2p.pepe.team](#) – a decentralized platform for the interchange and trading of cryptocurrency, tokens, digital coins, and other digital assets (crypto-assets);

— [cash.pepe.team](#) – a tool for purchasing cypto-assets via fiat providers;

— [bridge.pepe.team](#) – decentralized cross-chain protocol;

The Company is not liable for any losses that Users may suffer due to unauthorized access to your User address.

We do not have access to or control over your crypto assets. The private keys to these assets are encrypted and stored on the blockchain within a smart contract and available only with your Seed until the moment when you explicitly agree to other form of keeping your keys

[pepe.team](#) Software and Services are available for use by the User in the following forms:

— Web-version that you can use via website

— Telegram bot

USER WARRANTIES AND REPRESENTATIONS

By entering these Terms and using the Software and Services you shall warrant and represent that:

- you have full capacity to contract under applicable law;
- you will only be transacting via the Software platform and the Services with legally-obtained funds that belong to you;
- you will not be performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Software and the Services, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- you guarantee that you understand the use of cryptocurrencies and their associated risks;
- you will not use the Software and the Services for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- you will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism.

You agree and understand that you are responsible at all times for your own conduct, acts and omissions. The Company is not liable for any losses that Users may suffer due to making transactions or making other actions (or inactions) through or with the help of the Software and Services.

You agree to indemnify and hold harmless the Company and any of its affiliated persons against all suits, claims, costs, losses, damages or demands (including w/r/t property loss, tax claims, infringements of intellectual or personal rights) in case of your non-compliance with these Terms.

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ACCOUNT PASSWORD AND SECURITY

You hereby represent and warrant that you are fully able and competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and abide by and comply with these Terms.

When using Software and Services, you will be responsible for keeping your own account and passwords

The Company cannot and will not be liable for any loss or damage arising from breaches of security and confidentiality which are out of our control.

06 INTELLECTUAL PROPERTY

We grant you limited, non-exclusive, non-transferable revocable permission to make use of the Software and the Services. This Access shall remain in effect until and unless terminated by you or by us.

You acknowledge and agree that the Software and the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the Company, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Software and the Services, in whole or in part.

The Company software, including without limitation the Software and the Services, is not in any way sold or transferred to you.

You cannot and have no right to use any [pepe.team](#) trademarks, service marks, trade names, logos, domain names, and any other features, whether for commercial or noncommercial use.

You agree to abide by our user guidelines and not to use the Software and the Services or any part thereof in any manner not expressly permitted by the Terms. Except for the rights expressly granted to you in the Terms, Company grants no right, title, or interest to you in the Software and the Services.

Third-party software (for example, open-source software) included in the Software and the Services are made available to you under the relevant third party software's license terms.

07 PROHIBITED ACTIVITIES

You agree that you will not use the Software and the Services to perform any type or sort of illegal activity or to take any action that negatively affects the performances of the Service. You may not engage via the Services of the following activities, nor help a third party in any such activity to:

- attempt to gain unauthorized access to our Software and Services
- make any attempt to bypass or circumvent any security features;
- violate any law, statute, ordinance, regulation, or these Terms;
- reproduce, duplicate, copy, sell or resell the Software and Services for any purpose except as authorized in these Terms;
- engage in any activity that is abusive or interferes with or disrupts our Software and Services (for example, DDoS attacks).

If you are blocked from accessing the Software and Services, you agree not to implement any measures to circumvent such blocking. Use of our Software and Services in connection with any transaction involving illegal services, purposes or tokens is prohibited.



08 LIMITATION ON LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SOFTWARE AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SOFTWARE AND SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SOFTWARE AND SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS AFFILIATED PERSONS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER GROUND (EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SERVICE; THE USE OR THE INABILITY TO USE SOFTWARE AND SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE AND SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR INTERNET OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE; ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SOFTWARE AND SERVICES OR USE THE SOFTWARE AND SERVICES; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPING, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SOFTWARE AND SERVICES.

The Company shall not have any liability or responsibility for any errors or omissions in the performance of the Software and the Services, for your action or inaction in connection with the Software and Services or for any damage to your computer or data or funds or any other damage you may incur in connection with the Software and the Services. Your use of the Software and the Services is at your own risk. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Software and the Services, the delay or inability to use the Software and the Services or otherwise arising in connection with the Software and Services whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

You expressly understand and agree that your use of the Software and the Services is at your sole risk. The Software and the Services are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that the Company has no control over, and no duty to take any action regarding: which users gain access to or use the Software and the Services; which third party websites and services you use with the help of or through the Software and the Services; how you may use the Software and Services; or what actions you may take with the help of the Software and the Services. You release the Company from all liability for you having acquired or not acquired Content through the Software and the Services. The Company makes no Page representations concerning any content contained in or accessed through the Software and the Services.

09 FORCE MAJEURE

A Force Majeure Event includes without limitation each of the following:

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, pandemic or other natural disasters;
- Labour disputes and lock-out;
- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to our fault);
- Any event, act, or circumstances not reasonably within our control and the effect of that event(s) is such that [pepe.team](#) support is not in a position to take any reasonable action to cure the default.

1. COMPLAINTS

In the event that an alleged breach, controversy, claim, dispute or difference (a Dispute) arises between you and us out of or in connection with your use of the Service and/or these Terms (including but not limited to the validity, performance, breach or termination thereof), the parties shall seek to resolve the matter by negotiation by referring the matter first to:

- if to you – to any member of your executive management in case of legal persons, or you personally if you are acting as a natural person;
- if to [pepe.team](#) - to the [pepe.team](#) Customer Support Department.

If you wish to report an error or a Dispute, you must send an email to [pepe.team](#) Customer Support at _____

The following information will need to be included:

- your name and surname;
- your e-mail address (or other recognition details);
- detailed enquiry description;
- the date and time that the issue arose.

Additionally, you must inform us about any error in the Software and Services within 24 hours from the error time, otherwise, [pepe.team](#) support will not be able to investigate the error.



10 RISKS

Third-Party Services and Websites. You acknowledge and agree that the Company is not responsible for the third-party services and websites you use and interact with the help of Software and Services, and that you shall access the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the [pepe.team](#) Software and Services independently. You further expressly acknowledge that third-party websites and services can be maliciously or negligently harmful, causing mistakes and/or failures of [pepe.team](#) operation and that the Company cannot be held liable for your interaction with such third-party websites and services and related loss of property or even identity.

Risk of Blockchain Technology Usage

You understand that blockchain technologies and other associated and related technologies, are new and untested and outside of your or the Company's control and adverse changes in market forces or the technology, broadly construed, may cause the nonperformance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Software and Services, forks, rollbacks or bugs causing loss of your crypto-assets. By utilizing the Software and Services or interacting with the content in any way, you represent that you understand the inherent risks associated with blockchain systems; and warrant that you have an understanding of the usage and intricacies of blockchain-based software systems and crypto tokens.

Risk of Software Weaknesses

Risk of software weaknesses: You understand and accept that the underlying software is still in an early development stage and unproven, why there is no warranty that the Services will be uninterrupted or error-free and why there is an inherent risk that the Software could contain weaknesses, vulnerabilities, inter alia, the complete loss of your crypto-assets.

Risk of Theft or Unauthorized Access

Risk of theft or unauthorized access: You understand and accept that the underlying software application and the Software platform (i.e. the , Bitcoin and Ethereum blockchains, etc.) may be exposed to attacks by hackers or other individuals that could result in theft or loss of your crypto-assets. Advances in code cracking or technical advances such as the development of quantum computers may present risks to crypto-assets and Service, which could result in the theft or loss of your crypto-assets.

Volatility of Cryptocurrencies

You understand that crypto-assets and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors, including but not limited to adoption, speculation, regulatory changes, technology and security risks. Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of your crypto-assets. You acknowledge these risks and represent that Company cannot be held liable for such risks and related costs.

Sophistication

The services of pepe.team are complex and carry a high level of risk, and are not appropriate for Users who do not possess the appropriate level of knowledge and experience to deal with crypto-assets. The Company is under no obligation to assess suitability of the services for Users and any comment or statement which may be made by the Company as to the suitability of the Services to the User should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.



10 RISKS

Risk of Loss of Funds

The trading market for crypto-assets is highly unstable. Prices for cryptoassets can and do fluctuate at any given moment for any reason. Due to such price fluctuations, you may gain or lose value in your crypto assets at any given moment. Any asset or trading position may be subject to large swings in value and may even become worthless. You should have deep expertise in trading crypto assets. Moreover, the User shall bear any loss resulted in his/her own fault or error. The risk of loss in trading or holding crypto-assets can be substantial. Therefore, you should carefully consider whether trading or holding crypto-assets is suitable for you in light of your financial condition.

Internet transmission and failures in functionality

You acknowledge that there are risks associated with utilizing Services and Software including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience, however, caused. You acknowledge that there are risks inherent in internet connectivity and technologies that could result in the loss of your privacy, confidential information and property.

Unfavorable regulatory environment

Cryptocurrencies, blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Software and maintenance of the Services could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of crypto-assets.

The Company and its third-party service providers have implemented and maintained commercially reasonable technical and organizational security measures designed to meet the following objectives:

- (a) ensure the security and confidentiality of your data;
- (b) protect against anticipated threats or hazards to the security or integrity of your data;
- (c) protect against unauthorized access to or use of your data.

However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures to access your data for improper purposes. Herewith you acknowledge and agree that you access and use the Software and Services at your own risk. The risk of loss of value of held and traded crypto-assets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

These warnings and others later provided by the Company in no way evidence or represent an on-going duty to alert you of all of the potential risks of utilizing the Software and Services.

11 OTHER INFORMATION

Entire Agreement/assignment

These Terms (and any additional terms, rules and conditions of participation that Company may post with respect to the provision of the Software and Services) constitute the entire Agreement between you and Company with respect to the Software and Services and supersedes any prior agreements, oral or written, between you and Company. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict. We may assign these Terms to our parent company, affiliate, or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all its assets.

Waiver and Severability of Terms

The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Taxation

You bear the sole responsibility to determine if your use of the Service and/or any other action or transaction you made have tax implications for you and for payment of all applicable taxes.

By using the Services, and to the extent permitted by law, you agree not to hold us liable for any tax liability associated with or arising from the operation of the Services or any other action or transaction related to Pepe.team