

**General Terms and Conditions**  
**for Access and Use of Myezcoin Website, Products and Services**

PLEASE READ CAREFULLY! THIS DOCUMENT REPRESENTS THE LEGAL BINDING BETWEEN MYEASYCOIN AND THE USER. WE INVITE YOU TO READ THESE TERMS & CONDITIONS BEFORE USING THE PROVIDED SERVICES. PLEASE, ALSO CHECK OUR PRIVACY POLICY, AND ANY OTHER DOCUMENTS THAT, MUTUALLY WITH THIS LEGAL DOCUMENT, REPRESENT THE SET OF LEGAL CLAUSES APPLIED TO THE USE OF OUR WEBSITE, PLATFORM AND SERVICES.

**Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of our website. Nothing in this disclaimer will:

- limit or exclude the EZCoin's liability for misinterpretation of the information presented on the website;
- limit any of the EZCoin's liabilities in any way that is not permitted under applicable law;

Myezcoin's Crypto Services carry a high level of knowledge and risk, and can result in losses. The high level of risk means our Crypto Services is not suitable for everyone. If you are in any doubt, you should seek independent advice.

By availing our services, you confirm:

- that you have read the Disclaimer and all the documents supplied to you in connection with our Services and that you fully agree to them;
- that you understand and agree that our relationship may be amended from time to time, in which case you automatically agree to such modifications;

**Definitions and Interpretation**

The following words and phrases, wherever used herein, shall have the following meaning:

**Company** – DAVID A GUNN LLC a US company with registration number 803019711 as the issuer of the native EZCoin.

**Documents** - all documents, annexes and other relevant information regulating the initial minting and allocation of Coins and/or the use of Coins including but not limited to the Whitepaper, the Private Coin Offer Agreement, the Public Coin Offer Agreement, the Terms, the Privacy Policy and all information made available by the Company on the Website or elsewhere from time to time, and to the extent applicable;

**Investor** - any person (natural or juridical), who intends to contribute and/or participate in the reward based fundraising event and/or who intends to acquire, hold and/or use Coin and utilizes the Platform;

**Prohibited Investor** - (i) a natural person wishing to become an Investor and being a citizen, national, resident or having a similar connecting factor to; or (ii) a juridical person wishing to become an Investor and being incorporated, registered or effectively managed and controlled from or in: (a) a country, jurisdiction or territory where the Coin Offer, if applicable, or the holding and use of Coins and/or virtual currencies or other Coins at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A. or any other jurisdictions where the aforementioned are prohibited or in (b) countries, regimes and organizations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such restricted Prohibited Investor/s in any manner or capacity whether openly or covertly;

**Visitor** - any person who visits the website and/or platform but does not engage in the Services.

**User** - the person or legal entity which holds and transacts our cryptocurrency Coin on our platform;

**Service** - any of the services described on our website at any given time, which are made available through the website, third party platform or directly to select collaborators and users, and subject to this agreement;

**Project** - the Project being the reason behind the Coin, with the aim of creating a public blockchain infrastructure by introducing a genuine Proof of Work consensus mechanism as explained in the Whitepaper and/or Website;

**Terms** - the terms and conditions governing the acquisition, holding or use of Coins at any moment in time, as stated herein, which may be updated from time to time;

**Coin (s)** - a utility cryptographic decentralized utility asset functioning on its native blockchain, named EZCoin.

**Wallet** - a private key, or a combination of private keys linked to a native digital wallet having a unique address and capable of accepting EZCoin Chain Coins including the Coin and which is necessary to acquire, hold and dispose of Coins;

**Website** - shall include any of the website linked to the domain <https://www.myezcoin.com/> and all subdomains of such website or any other website as indicated by the Company from time to time;

**Platform** - a decentralized platform on the basis of blockchain technology and smart contracts for the purpose of the Project and on which the Coins are utilized;

## **General provisions**

The website <https://www.myezcoin.com/> is owned and operated by DAVID A GUNN LLC (doing business as “EZCoin”). Throughout the site, the terms “we”, “us”, “myezcoin” and “our” refer to the Company DAVID A GUNN LLC offers this website, including all information, tools and services available from this website to you, the User, conditioned upon your acceptance of all the provisions stated here.

### Scope

The Terms shall constitute an agreement between the Investor and the Company and shall govern the participation in the Coin Offer, the acquisition, holding or use of Coins, as updated from time to time, to the extent not covered by any of the other Documents.

The Company is the issuer of Coins which shall be utilized on the Platform and the native blockchain. Information on the Coin and the Platform may be found in the Documents including the Website as updated by the Company from time to time or in any other way.

The Investor and the Company shall each hereinafter be referred to as the “Party” and collectively as the “Parties”.

### Acceptance of Terms

By accepting the Private Coin Offer Agreement or the Public Coin Offer Agreement, these Terms and other documents made available via the Website, participating in the Coin Offer and/or holding and/or using Coins and/or the Platform at any moment in time, the Investor confirms that he has read, understood, agreed and accepts to be bound by these Terms, which shall immediately be effective and binding on and between the Parties. Should the Investor not agree to the Terms, the Investor shall not be authorized to acquire or use the Coins and the Platform.

The Investor understands and agrees that the Terms can be changed for any other reason by the Company (as noted elsewhere in these Terms) and it is up to the Investor to ensure that he is aware of the latest terms as available on the Website or via any other means.

The Investor hereby represents and warrants that, to the extent permitted by law, he is authorized to participate in the Coin Offer, to acquire, to hold and/or use Coins in his country, that he is of a legal age to be bound by these Terms and that he has all necessary power and authority to enter into the Terms.

The Investor hereby further represents and warrants that he understands the usage and intricacies of cryptographic Coins, smart contract functionality, Coin storage mechanisms (including wallets) and has sufficient understanding of technical, financial and business matters, and he appreciates and assumes the risks and implications of holding and using similar Coins.

Any new features or tools which are added to the current line of Services shall also be subject to the Terms and Conditions. You can review the most current version of the document at any time on this page.

## **1. INTRODUCTION**

### 1.1. Representations

**Authority and Capacity.** The parties and their legal representatives guarantee that they have the authority and capacity to enter into this agreement.

**Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

### 1.2. Website Accuracy

Although we intend to provide accurate and timely information on the website, it may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

In an effort to continuously provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the website are your sole responsibility and we shall have no liability for such decisions.

Links to third party materials (including without limitation any 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 such third-party materials accessible or linked to from the website.

### 1.5. Eligibility

To be eligible to use any of the Services, the User must either be an authority, be legally incorporated, or at least 18 years old, and reside in a country (or an area) in which the relevant Services are accessible. Please note that myezcoin Services are not available in every country.

For the purposes of these Terms, applicable laws and regulations shall include the rules of any relevant regulatory authority or exchange and any applicable laws, rules, procedures, guidance, codes, standards and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) in force from time to time.

## **2. THE RIGHT TO USE THE SERVICES**

### 2.1. Procedures

In order to avail access to our services, the User is required to provide a set of information, including, without limitation: complete legal and contact information, payment and billing sources, and digital identification. The User also undertakes that during the validity of the contract it will keep the myezcoin updated, accurate and true. The acquisition will be validated after a preliminary verification of the contact data. The User is responsible for keeping any security information safe and secure. The User must not disclose these details to any person who is not authorized to access the Products or Services.

Myezcoin reserves the right to refuse Services to anyone for any reason, at any time.

The User receives a limited, terminable, non-exclusive and non-transferable right of access and use the Services, in accordance with the terms of this Agreement, exclusively for the purposes for which the Services are construed.

## 2.2. Description of Services

Myezcoin is in the business of helping to create a stable standard of living within society that includes permanent housing through partnerships with Governments, developers, suppliers, investors, musicians and the general population, all with the help and use of its blockchain technology and its native Coin especially purposed for these kinds of operations.

## 2.3. User's obligations

The User accepts the full responsibility for all activities connected its compliance with the terms of this document. It is at all times the User who is a party to this agreement with myezcoin, and who has all rights and obligations set out in this document.

The User accepts that myezcoin may contact the User, through the registered e-mail addresses and through telephone, and provide general marketing information or other information about the Services.

Identity Verification. The User agrees that they may provide the platform with all the information legally required for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. The user may need to complete certain verification procedures before they will be permitted to start using the Services, on a case-by-case basis. The limits that apply to their use of the Services may be altered as a result of information collected on an ongoing basis.

The information we request will include personal information such as, but not limited to, name, address, phone number, email, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details.

During the AML/CFT, AML/KYC procedures, as detailed in the AML/KYC section of the website, the User expressly authorizes us to make any enquiries, directly or through third parties, that we consider necessary to verify their identity or protect them and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. Additionally, we may require the User to wait some amount of time after completion of a transaction before permitting them to use further myezcoin Services and/or before permitting you to engage in transactions beyond certain volume limits.

Verification Procedures. myezcoin uses multi-level systems and procedures to collect and verify information about the User in order to protect myezcoin and the community from fraudulent users, and to keep appropriate records of myezcoin's customers. The User's access to the myezcoin Services and limits including daily or weekly conversion limits, withdrawal and trading limits, instant buy limits, transfer limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity that the User has provided to myezcoin.

## 2.5. Prohibited usage

Under all circumstances, the User is strictly prohibited from permitting, assisting or enabling any individual or entity not authorized from accessing or using the Services. In the event that the User's Personal Information is lost or stolen, or if there are reasons to believe that the Services has been accessed by an unauthorized user, the User is required to immediately contact our Support Service. Notwithstanding any provision to the contrary, nothing in this document shall be construed, interpreted or applied to impose responsibility or liability on us or our affiliates for any and all activities arising from the authorized or unauthorized access of the Services.

The following activities are prohibited and will result in immediate Services suspension or cancellation of the Services without the possibility of a refund, but with the possibility for myezcoin impose supplementary fees and/or pursue civil remedies, in case of legal damages:

- Fostering or promotion of illegal, abusive, or irresponsible behavior;
- Misuse of system resources, such as programs that consume excessive network capacity, CPU cycles, or disk IO, disruption or interference of any data system or network, unauthorized collection or use of e-mail addresses, screen names or other identifiers, use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user, monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Spam, Unsolicited Bulk Email, Forged Email, Phishing Email, etc;
- Transmission, distribution, or storage of any information, data or material that is protected by copyright, trademark, trade secret, or any other intellectual property rights. Any usage that prompts the receipt of abuse complaints pertaining to violation of any international copyright law will be discontinued;
- Access to other computers or networks without authorization;

- Providing false data on any contract or application: including fraudulent use of credit card numbers;
- Any conduct that is likely to result in retaliation against the myezcoin network or website, including engaging in behavior that results in any server being the target of a DoS attack;
- Any attempt to probe, scan, penetrate or test the vulnerability of myezcoin systems or networks, or to breach the myezcoin security or authentication measures, whether by passive or intrusive techniques;
- Any other activities viewed as illegal or harmful by any jurisdiction;

## **5. SUSPENDING OR TERMINATING THE SERVICES**

**Right to suspend the Services.** We may, acting reasonably, suspend the User's Services at any time and may, at any time and for any reason and without notice.

If the User's Services are suspended, they will be able to close any existing trades but will not be permitted to open any new trades or agreements. The circumstances where we may suspend the User's Services include, but are not limited to:

- when we have not received information within 10 days of a request (or sooner if so reasonably required), when we believe that we require such information in connection with this document;
- when we have reason to believe that there has been a breach in the User's security or that there is a threat to the User's security;
- when the User's activity or conduct is such that we believe acting reasonably at all times has or is likely to impair the integrity, functionality, speed or reliability of myezcoin or compromise, impair, restrict or prevent the ability of myezcoin to operate a fair and orderly market;

**Right to close the User's Services.** We may, acting reasonably, close the User's Services at any time. We shall normally notify the User by email and such termination will take effect upon notice being sent to the email address. If we elect to close the User's Services, where possible the User will have 14 working days to close any undergoing operations. If the User has not closed all undergoing operations within the 14 days provided, we shall be entitled to close all operations the next Business Day. The circumstances where we may close the User's Services include but are not limited to where:

- the User repeatedly fails to provide information requested, when we believe that we require such information in connection with this document;
- the User has persistently acted in an abusive manner toward our staff (for example by performing what we consider to be a serious discourtesy or the use of offensive or insulting language);
- the information provided to us as part of the application process to open the User's Services is demonstrably untrue;

- in our opinion, the User's operations are likely to have a negative impact on the quality of the myezcoin Services and, therefore, a potential detrimental effect on the members of myezcoin community.

## **6. TAXATION OF COINS**

Further to the risks in relation to taxation as outlined in the Terms, the Investor bears the sole responsibility to determine and comply with any actual or potential tax liability, if any, resulting from the acquisition of, the holding, use or disposal of the Coins. The Company is not in any way and under no condition bound to compensate for the Investor's tax obligations or give any advice related to tax issues, including but not limited to what kind of filing or reporting needs to be done with the competent tax authority, which taxes and to which extent the Investor is obliged to pay, which tax exemptions the Investor is eligible to, or any other similar verifications and/or obligations.

## **7. INTELLECTUAL PROPERTY RIGHTS**

The User hereby acknowledges and agree that myezcoin owns the intellectual property rights for the website, the logo, the platform, the crypto project in its entirety and the underlying Coin, for all present and future materials and services, including, but without limitation to, copyrights, patents, trademarks, and trade secrets, works, images, pictures, dialogues, music, sounds, videos, documents, drawings, figures, logos and any other material published on <https://www.myezcoin.com/>, including menus, web pages, graphics, colors, schemes, tools, the website's fonts and design, diagrams, layouts, methods, processes, functions and software which are part of <https://www.myezcoin.com/>, and are protected by copyright and by all other intellectual property rights of myezcoin. The User's possession, access, and use of our services do not transfer to the User, or to any third party, any rights, title, or interest in or to such intellectual property rights.

The User must not, without prior written consent from myezcoin:

- Republish material from <https://www.myezcoin.com/>
- Sell, rent or sub-license material from <https://www.myezcoin.com/>
- Reproduce, duplicate or copy material from <https://www.myezcoin.com/>
- Redistribute content from <https://www.myezcoin.com/>

## **8. SECURITY**

**Confidentiality.** User's privacy is important to myezcoin and we will abide by our Privacy Policy. myezcoin reserves the right to modify their Privacy Policy from time to time.

**Processing of personal data.** The Services offered by myezcoin entail collecting and processing of User's personal data.

myezcoin is the Controller and Processor, in accordance with the international data protection regulations. The User can find all the relevant legal details relating to data Protection in the Privacy Policy section of the website.

## **9. SPECIAL DISCLAIMER**

THE MYEASYCOIN SERVICES ARE PROVIDED "AS IS." WE, OUR AFFILIATES AND OUR EVENTUAL SUBPROCESSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE MYEASYCOIN SERVICES, INCLUDING ANY WARRANTY THAT THE MYEASYCOIN SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF RISK OR ADVERSE ELEMENTS, OR THAT ANY CONTENT, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND SUBPROCESSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## **10. LIMITATION OF LIABILITY.**

**Limitation of liability.** If myezcoin is held responsible for paying damages to the User as a consequence of breaches of any of the obligations under this Agreement, such damages may in no event include compensation for indirect loss or damages of any kind which may arise as a result of, or in connection with, such breach. Indirect loss includes, but is not limited to, loss of profit of any kind, losses as a consequence of disrupted operations, loss of data, lost savings. myezcoin's liability under this Agreement is therefore limited to direct loss, unless otherwise set out in mandatory applicable law, for example, damages due to gross negligence or intent.

If standardized sanctions are agreed, these standardized sanctions shall be the sole and exclusive remedy for the matter and no other claims may be made based on the same situation.

Even though myezcoin will use appropriate care to ensure secure transmission of information between the User and the Services, the User recognizes that the Internet is an open system and that myezcoin cannot warrant that a third party cannot or will not intercept or alter data during

the transmission. myezcoin takes no responsibility for such unauthorized access to, use or alternation or publication or loss of data.

Neither is myezcoin responsible for lack of availability of the Services when this is directly or indirectly caused by the User or by circumstances for which the User is responsible or the reconstruction of data regardless of cause.

## **11. FORCE MAJEURE**

If the use and execution of the Services are wholly or partly prevented or materially impeded by circumstances beyond the parties' control, both parties' obligations are suspended for as long as the circumstances are relevant and as long as these circumstances last. Each party may, however, in accordance with section 10 of this Agreement, terminate the Agreement if the force majeure makes it particularly burdensome for that party to continue the Agreement.

In the event that law, rules or regulations applicable to the use or delivery of the Services is changed or new rules or regulations are adopted after the Services have been made available on the market and this prevents myezcoin from fulfilling the User's instructions regarding processing of personal data or other obligations in this Agreement, and/or this requires full or partial termination of access to the Services for a limited or indefinite period of time, this shall be considered as a force majeure circumstance. myezcoin is not in any way responsible for any such or other force majeure circumstance.

## **12. TRANSFER OF SERVICES**

The User is not entitled to transfer all or part of the right to use the Services to another entity. myezcoin may fully or partially transfer its rights and obligations under the Agreement to subsidiaries or other companies within the same group, hereunder use these as sub-contractors, provided that this is done in such a manner that it is ensuring compliance with the obligations under all relevant data protection laws from the User's perspective.

## **13. COMPLAINTS**

The Company shall maintain effective and transparent procedures for the reasonable and prompt handling of complaints received from the User and shall keep a record of each complaint and the measures taken for its resolution or handling.

The Parties agree to make every reasonable effort for resolving any disputes between them before commencing any litigation proceedings.

## **14. GOVERNING LAW**

This Agreement is governed by and construed in accordance with all the applicable international laws. Exclusive jurisdiction and venue for any action arising under this Agreement are in the Courts of Justice from the headquarters of myezcoin, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

## **15. ENTIRE AGREEMENT**

These Terms and Conditions, together with the Privacy Policy and the Risk Policies constitute the entire agreement between the parties concerning any level of contractual relationship. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of myezcoin to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

## **16. NOTIFICATIONS**

Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given herein for myezcoin and in the information for the User.

## **17. ACKNOWLEDGMENT OF TERMS**

The User acknowledges that they:

- (a) have read this agreement prior to initiation of use of our Services;
- (b) understand the terms of this agreement;
- (c) have signed this agreement voluntarily requesting the use of our Services;

IN WITNESS WHEREOF, the Parties have executed this Agreement.