

General Terms and Conditions

1. Introduction

1.1. These General Terms and Conditions (hereinafter referred to as: "Terms of use", "Terms of Service", "Terms", "Agreement") govern your usage of our CPH4 by ottentik software product and platform and/or other related products (hereinafter, "Service"). By using the Service you confirm your acceptance of these Terms of use in full. If you disagree with the Terms of use or any part of them, you must not use this Service. Therefore, you must agree with and accept all the Terms before using CPH4 by ottentik. You should ensure you fully understand such risks before entering into this Agreement with Us.

1.2. These Terms and Conditions collectively relate to our Know your client and Anti-money laundering Policies, Privacy Policy, other policies and/or Annexes to this Agreement, as well as any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by CPH4 by ottentik at its sole discretion from time to time, constitute the entire contract between CPH4 by ottentik and any of User. No other representation, promise, or agreement shall be binding on the parties unless in writing and signed by an authorized officer of CPH4 by ottentik.

1.3. We offer online services through our websites <https://www.cph4.ch> or [fr](https://www.cph4.fr), (hereinafter the "Website"). Our software enables you to access the Service which facilitates operations with crypto assets, under which the User may commit any transactions with his or her assets in accordance with these Terms and applicable legislation.

2. Definitions

2.1. The terms "us", "we", "our", "CPH4 by ottentik", "Company" refers to CPH4 by ottentik company.

2.2. The terms "User", "you" refers to an individual who has reached the age of consent under the law of the country of the individual's residence and is over 18 years of age (in all cases, the User must have full legal capacity), which is authorized for the use of the Service.

2.3. Content - all text, information, graphics, audio, video and/or other data that is used or/and offered in the Service.

2.4. The term "Registration" refers to an activity performed as part of the Service, consisting in setting up an Account and defining login and password, and other registration fields, according to a specified purpose.

3. Registration and account

3.1. The User may register his or her account on the Service.

3.2. The User may only be a person who, on his own behalf and at his own risk, conducts business or other activities in accordance with the law of the User's country of residence.

3.3. In order to register, Users must provide true and valid information about themselves. The User may not use the name of another person, a name that is offensive, derogatory, or that infringes another's intellectual property rights, or otherwise violates these Terms. Under its right of contract, we maintain the right to decline the application if the User provides false or inaccurate information.

3.4. Users are solely responsible for any activity on their account. Logins and passwords are confidential information of Users. If a third party obtains information about a User's account, that User shall be solely responsible for all possible consequences.

3.5. Users are solely and fully responsible for the downloaded content of their account. Further, Users are fully responsible for content downloaded by other Users to their account. By using any information on your account, you confirm that (i) you have all the necessary rights to use this information in such a way, and that (ii) it does not violate the rights of any third party.

3.6. It is the User's responsibility to notify us immediately of any unauthorized access to, or use of, a User's account or password, or any other breach of security. If you ever find out or suspect that someone accesses your account without authorization, you must inform us immediately. We shall not be held liable for any loss and/or damage arising from any failure to comply with these provisions.

3.7. We reserve the right to request a User to produce documents confirming business activity within 10 business days from the date of receipt of an e-mail to the mailbox address provided at Registration. Documents should be sent in the form of a scan to the e-mail address indicated by the Service Provider in the above-mentioned message.

3.8. CPH4 by ottentik declares that it is not possible to provide a User's transaction from various accounts registered with the same phone number by the same User.

3.9. The User bears full responsibility for the legality and correctness of data provided during registration.

3.10. Providing false data deliberately and/or with the intention of fraud may result in civil proceedings being brought before a court, or criminal liability. In this case, we also reserve the right to block and/or terminate the account of any Users who deliberately and/or fraudulently provided false data, and immediately terminate this agreement for use in extraordinary mode and refuse any payments.

3.11. The User is obliged to immediately notify us of any changes to their data, in particular to their e-mail address. We are not liable for any damage caused to the User in connection with the lack of data updating.

3.12. The User is obliged not to disclose to third parties data enabling access to the User's account. Use of the User's account by third parties constitutes a valid reason to block access to the Service or for the suspension or termination of the User's account with the Service, and does not require a prior warning. Users are obliged to promptly inform us of any unlawful use of their Account.

3.13. We reserve the right to accept or reject any applicant and are under no obligation to offer any reason for rejection. We are under no obligation to notify an applicant of an incomplete or faulty application.

4. Payments

4.1. CPH4 by Ottentik may charge from the Users the relevant taxes, fees, and/or commissions (hereinafter - fees) for committing by Users any of transactions via the CPH4 by Ottentik Services. The fees we charge are listed on the Service. By using our Service, Users confirm that they completely agree with the charges and fees published on the Service.

4.2. We reserve the right to change our fees from time to time by posting the changes on the Service with no advance notice to Users. By continuing their use of the Service thereafter, Users confirm that they accept the new charges.

4.3. The User is able to choose among a number of payment methods (payment systems), which are offered by the Service, for making Users' fee at its own User's discretion and it's own risk.

4.4. The User is fully responsible to ensure the compliance of a used payment service with the laws of the country of User's residence. The User is liable for all transaction fees arising out of all fees made using some or all of the Service, even if sales terms are finalized or payment is made outside of the Service. The User is also liable for all possible transfer risks, including, but not limited to, technical, tax, fines, losses incurred by third parties, etc.

4.5. CPH4 by Ottentik does not pay compensation for sponsoring/enrollment. The sale of products/services to end consumers must be emphasized in all presentations.

4.6. You agree that as the User of CPH4 by Ottentik Services you are solely responsible for declaration and payment of any taxes or fees associated with your independent activities and we are not responsible for any type of withholding taxes and or submissions on behalf of the User.

5. Data Privacy

We strongly respect your right to privacy. We may use information you provide to us in the manner and under the terms governed by our Privacy Policy available at [link](#).

6. Intellectual Property Rights

6.1. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is our property or our suppliers' and protected by copyright and other laws that protect intellectual property and proprietary rights. Users agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

6.2. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the content, in whole or in part, found on the Service. Your use of the Service does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in respect of any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of us and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to our intellectual property or our licensors except as expressly authorized by these Terms.

6.3. Copying, reproducing or making available to the public in another way all Content or any part of the Content is strictly prohibited. Nobody may copy, collect, store, use and/or transmit the information (texts, photos, videos, etc) from this Service. No one may use the information given by a given User in their accounts, except for us and that User.

7. Restrictions and guarantees

7.1. You are specifically restricted from all of the following

- a) assigning any rights or delegating your duties under this Agreement until such time as you have received written consent from CPH4 by Otentik, and only under the instances set forth in the Terms and Conditions. Any attempt to transfer or assign the Agreement without the express written consent of CPH4 by Otentik renders the Agreement voidable at the option of CPH4 by Otentik and may result in termination of your business;
- b) publicly performing and/or showing any Service material;
- c) using this Service in any way that is or may be damaging to us or third parties;
- d) using this Service contrary to applicable laws and regulations, or in any way may cause harm to us, or to any person or entity;
- e) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Service;
- f) using this Service to engage in any advertising or marketing without our consent;
- g) using this Service for storing content, which is illegal according to the governing law of these Terms of Use and/or the local laws of the User's country of residence, international law or which conflicts with social principles or norms of morality.

7.2. Certain areas of this Service may be restricted from being accessed by you and we may further restrict access by you to any areas of this Service, at any time, at our absolute discretion. You warrant that you will abide by, without limitation, all applicable local, national and international laws and regulations with respect to your use of the Service and not interfere with the use and enjoyment of the Service by other Users or with the operation and management of the Service.

7.3. In the case of a breach of these obligations, the User is fully responsible for all possible risks and consequences, which may include civil, criminal or other prosecution.

7.4. The Users guarantee, understand, represent and warrant that Users' activities as a CPH4 by Otentik User do not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, direct sales, or other business venture.

8. Limitation of liability

8.1. Unless stated in these Terms, we are not liable to the User or to anyone else for any loss of use, data, goodwill, assets, incomes or profits, whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if we have been advised of the possibility of the loss or damages). That includes losses and damages which are the result of loss of use, data, or profits, whether or not foreseeable, based on any theory of liability, including breach of contract or warranty, negligence or other similar actions; or arising from any other claim arising out of or in connection with your use of or access to the Service.

8.2. Before starting the usage of our Services the Users should be convinced that the Use of Services is permitted in the country of their residence, and the Users have enough volume of rights and passed all necessary formalities and met all requirements for the Use of our services. We are also not responsible for all dues, taxes, fines and fees, which may be a result of a User's usage of applications and/or Services according to the law of the User's residence or/and the User's national law or law of any other country.

8.3. Our Service and content may include the link or links or other information that can be used to achieve a third party's website (websites), or service (services). In a case of User's usage of these websites, services or other resources, the User confirms its own consent that we have no responsibility for any results of that usage. Users must understand that it is their own risk and liability. Third-parties may use their own terms and conditions or other policies which Users need to accept for using the relevant services.

8.4. Usage of the Service may cause loss of data and/or restrict data availability and/or cause another negative impact to the User, we will have no liability whatsoever to one another for any indirect, special, incidental or consequential

damages, including but not limited to loss of data or records, lost profits or other economic loss, arising out of or in connection, and we will have NO liability whatsoever to any third party for any direct, indirect, special, incidental or consequential damages, including but not limited to loss of data or records, lost profits or other economic loss, arising out of or in connection with the use of the Service.

8.5. CPH4 by Ottentik, its parent or affiliated companies, shareholders, officers, directors, employees and agents (collectively referred to as "Agents"), shall not be liable for, and you release CPH4 by Ottentik and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. You further agree to release CPH4 by Ottentik and its Agents from all liability arising from or relating to the promotion or operation of your CPH4 by Ottentik business and any activities related to it (e.g., the presentation of CPH4 by Ottentik products/services, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify CPH4 by Ottentik from any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that you undertake in operating your activities.

8.6. Except as expressly stated herein, the Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any products/services purchased from or through CPH4 by Ottentik.

8.7. EXCEPT AS EXPRESSLY MADE BY CPH4 BY OTTENTIK IN WRITING, WE MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH CPH4 BY OTTENTIK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS/SERVICES OF CPH4 BY OTTENTIK ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." CPH4 BY OTTENTIK DOES NOT WARRANT THAT ITS PRODUCTS/SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CPH4 BY OTTENTIK DOES NOT WARRANT THAT ANY WEBSITE AND/OR SOFTWARE, OPERATED, SPONSORED OR HOSTED BY CPH4 BY OTTENTIK OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. CPH4 BY OTTENTIK IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

9. User's liability

9.1. If the User fails to comply with the terms of the Agreement, CPH4 by Ottentik may, at its discretion, impose upon the User disciplinary action as set forth in the Policies and Procedures. If you are in breach, default or violation of the Agreement, you agree that at termination, you may lose all your assets available on the Service.

10. Governing law

10.1. This Agreement will be governed by and construed in accordance with the laws of SWITZERLAND, Vaud, without regard to principles of conflicts of laws. In the event of a dispute between the User and CPH4 by Ottentik arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration under the applicable legislation.

10.2. If the User wishes to bring an action against CPH4 by Ottentik for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bear all claims against CPH4 by Ottentik for such act or omission.

11. Miscellaneous

11.1. The Agreement, in its current form and as amended by CPH4 by Ottentik at its discretion, constitutes the entire contract between CPH4 by Ottentik and the User. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

11.2. Any waiver by CPH4 by Ottentik of any breach of the Agreement must be in writing and signed by an authorized officer of CPH4 by Ottentik. The waiver by CPH4 by Ottentik of any breach of the Agreement by User shall not operate or be construed as a waiver of any subsequent breach.

11.3. You agree that as the User you are an independent subject, and not an employee, agency, partnership, franchise, or joint venture partner of CPH4 by Ottentik. You understand and agree that you will be solely responsible for supplying any equipment and tools necessary for operating your activities such as, but not limited to telephone, transportation, professional services, stationary, general liability insurance and any other costs incurred.

11.4. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

11.5. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, and such determination shall not affect the validity and enforceability of any other remaining provisions.

11.6. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

11.7. These Terms and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

12. Contact us

If Users need more information about these Terms or have any proposal to improve them, you are welcome to contact us through support at cph4.support@otentik.com.