

# Terms & Conditions

(capecoins.com)

## Welcome to CapeCoins!

These Terms of Service (the “**Terms**”) apply to all access and use of our mobile applications, products, software, websites, APIs, and other services (collectively referred to as the “**Platform**”). By accessing and using the Platform, you, the user, agree to be legally bound by these Terms, including any referenced policies, including, but not limited to Privacy Policy, Cookies Policy, and Risk Disclosure Statement.

Please take the time to carefully review these Terms of Use. They constitute the legal agreement between you and CapeCoins. By accepting these Terms, either by clicking a box indicating your acceptance or by accessing or using this website or any other services provided by CapeCoins (collectively, the “**Services**”), you acknowledge your understanding of an agreement to these Terms. If you do not agree with these Terms, as well as any other policies and notices we may post, including any future amendments, you are advised not to use our Services.

Please also read our Privacy Policy, Cookies Policy, and Risk Disclosure Statement.

## 1. Introduction

- 1.1. The capecoins.com platform is operated by Cape Solutions Sp. z o.o. (the “**Company**”), doing business as CapeCoins. The company is registered in Poland with the company number 7011159788, KRS National Register Number 0001051360 and has its registered office at 86 HOŻA Street, room 210, municipality Warsaw, postcode 00-682, Poland.
- 1.2. The Company operates in strict compliance with the laws and regulations of the Republic of Poland, particularly adhering to the Act of March 1, 2018, on counteracting money laundering and financing of terrorism. Our services are regulated and authorized under the Polish Register of Virtual Currency activities.
- 1.3. The Company is duly registered in the Polish Register of Virtual Currency activities with the Certificate Number 2401-CKRDST.4225.421.2023, adhering to the legal stipulations outlined in Articles 129m to 129z of the Polish Anti-Money Laundering (AML) Act. This registration signifies our commitment to lawful operation within the cryptocurrency field in Poland.

- 1.4. In this document, when we use the terms “CapeCoins,” “Company,” “we,” “our” or “us,” we are referring exclusively to CapeCoins, unless explicitly stated otherwise.
- 1.5. Anyone who registers for or uses our platform, whether independently or through third parties, will be referred to hereafter as “User,” “You,” or “Client”.
- 1.6. If you have any questions about the services or this agreement, please contact us by email at [support@capecoins.com](mailto:support@capecoins.com).

## 2. Definitions

- 2.1. **“Account”** refers to a personal online profile created by a User on the CapeCoins platform. This account enables the User to engage in transactions, communicate, and access services provided by CapeCoins.
- 2.2. **“AML/CFT”** stands for Anti-Money Laundering/Combating the Financing of Terrorism. It represents the regulatory processes and measures implemented to prevent and combat money laundering and terrorist financing activities.
- 2.3. **“Applicable Law”** refers to the legal requirements and regulations that govern the operations of CapeCoins, including but not limited to the laws of the jurisdiction in which it operates.
- 2.4. **“Confidential Information”** encompasses any non-public information disclosed by or between the parties during the course of using CapeCoins’ Services. This includes, but is not limited to, trade secrets, technology, customer data, and proprietary information.
- 2.5. **“Exchange”** means the Platform for exchange between cryptocurrencies and Fiat or between cryptocurrencies and other cryptocurrency that is operated by the Company in accordance with these Terms.
- 2.6. **“Intellectual Property”** comprises all proprietary rights, including copyrights, trademarks, patents, trade secrets, and any other form of intellectual property rights recognized under Applicable Law.
- 2.7. **“KYC”** stands for Know Your Customer. It is a mandatory process of identity verification undertaken by CapeCoins to prevent fraud and comply with AML/CFT regulations.
- 2.8. **“Partner”** means any business, corporation, or entity that collaborates with CapeCoins for the provision of services, promotional activities, or any other business purpose.
- 2.9. **“Prohibited Jurisdiction”** refers to any country or region where the use or access to CapeCoins’ Services is not allowed under Applicable Law, or where CapeCoins has chosen not to offer its Services due to regulatory or legal constraints.

- 2.10. “**Services**” encompasses all the services provided by CapeCoins, including but not limited to the Exchange, account management, and customer support.
- 2.11. “**User,**” “**You**” describes any individual or entity that registers for or uses the CapeCoins platform and its Services, either independently or through a third party.

### 3. Prohibited Jurisdictions

- 3.1. The Company’s services are not available to users residing in, or conducting transactions from and/or to, the following jurisdictions. This list may be updated from time to time, and it is the responsibility of the users to ensure they are not accessing or using our services from these prohibited jurisdictions.
- 3.2. Below is a list of countries and regions where CapeCoins' services are not available. This prohibition is in accordance with our compliance with international laws and internal policies. The list is subject to change based on global regulatory developments.

Country	
Afghanistan	Myanmar (Burma)
Belarus	Nicaragua
Burundi	Niger
Central African Republic	Russia
North Korea (DPRK)	Somalia
Democratic Republic of Congo	South Sudan
Guinea	Sudan
Guinea-Bissau	Syria
Iran	Ukraine*
Iraq	Venezuela
Lebanon	Yemen

Libya	Zimbabwe
Mali	

\*Specifically refers to the occupied parts of Ukraine.

- 3.3. The company retains the authority to update or change the list of prohibited countries according to its judgment. Such alterations may be prompted by evolving conditions, which include, among others, the imposition of international legal sanctions by global organizations or individual countries.
- 3.4. Legal entities wishing to use the CapeCoins platform must be registered in accordance with the legislation of their country of registration, provided they are not located in countries identified on our prohibited list. Additionally, these entities are required to appoint a legal representative who fulfills the requirements applicable to natural persons.
- 3.5. In cases where you believe there has been an error in our assessment of your age or country of residence, you have the right to appeal our decision. To initiate an appeal, please contact our support team at [support@capecoins.com](mailto:support@capecoins.com).
- 3.6. All users of the CapeCoins platform must comply with the Directive (EU) 2018/843 of the European Parliament and of the Council, which is aimed at preventing the use of the financial system for money laundering and terrorist financing. Additionally, users must adhere to the principles of the Financial Action Task Force (FATF).

#### 4. Restricted Users

- 4.1. The use of CapeCoins' platform and services is strictly limited to individuals who are 18 years (the “**Minimum Age**”) of age or older. Any registration by, use of, or access to the platform by individuals under minimum age is unauthorized, unlicensed, and in violation of these Terms of Use. CapeCoins takes active measures to prevent underage usage and will take appropriate actions, including account termination, if underage use is detected.
- 4.2. CapeCoins is committed to preventing underage use of our platform. We actively monitor and implement preventive measures against underage access. If we reasonably suspect that an account is being used by someone underage, or if there is unauthorized access from a prohibited country, we reserve the right to terminate the account.

- 4.3. It is the responsibility of all users to ensure that they are not subject to the restrictions mentioned above. CapeCoins reserves the right to request proof of age or residence from users to verify compliance with these restrictions.
- 4.4. Violation of these restrictions constitutes a breach of the Terms of Use and may result in immediate termination of the user's account and access to CapeCoins' services. Users found in violation may also be subject to other legal or remedial actions as deemed appropriate by CapeCoins or as required by law.

## **5. User Representations and Warranties**

### **5.1. Age, Place of Residence and Legal Capacity**

By accessing, using, or interacting with the CapeCoins Platform, you affirm and warrant that you are at least 18 years old and have reached the age of majority as per the laws of your country of residence. As well, you warrant that you are not accessing the platform from the prohibited countries. You assert your legal capacity to enter into binding contracts and confirm that there are no legal, regulatory, or other impediments that would prevent your usage of the Platform in line with these Terms.

### **5.2. Legal Status and Authorization**

You declare that, whether as an individual or on behalf of a legal entity, you possess the full legal capacity and necessary authorizations to agree to these Terms. You have not been previously barred or removed from the CapeCoins Platform.

### **5.3. Compliance with Laws and Regulations**

Your engagement with the CapeCoins Platform will be in strict compliance with all relevant laws and regulations applicable to you, including but not limited to financial crime, anti-money laundering, anti-corruption, anti-fraud, counter-terrorist financing, sanction regulations (such as the European Union Sanction List), and tax laws.

### **5.4. Accuracy of Information**

You warrant that all information provided during the registration process and thereafter is accurate, up-to-date, complete, and not misleading in any manner.

### **5.5. Legitimacy of Funds**

You certify that the funds used on the CapeCoins Platform come from legitimate sources and are not derived from any illegal activities. CapeCoins reserves the right to request proof of funds from users to verify the legitimacy of users' funds.

## 6. Prohibited Usage

In accessing and utilizing CapeCoins' platform, you acknowledge and affirm your compliance with the following terms, including but not limited to:

- 6.1. Users must be at least of minimum age. Accounts created or used by individuals under minimum age are unauthorized and subject to termination.
- 6.2. Users from the prohibited jurisdictions, as listed in our Prohibited Jurisdictions section, are not allowed to use our services. Attempts to access or use of our services from these locations will lead to account termination.
- 6.3. Users must comply with all applicable laws and regulations in their jurisdiction and those governing the platform, including but not limited to financial crime, anti-money laundering (AML), anti-corruption, anti-fraud, counter-terrorist financing, and sanctions regulations.
- 6.4. Users must ensure that all funds used on the platform are legally obtained and do not originate from illegal activities.
- 6.5. The platform is intended for personal, non-commercial use only. Users may not use the platform to represent third parties or for any commercial purposes. It is strictly prohibited to market, rent, or lease the Platform to third parties.
- 6.6. Users must provide accurate, complete, and truthful information and must not mislead the platform and its representatives or third parties in their use of the platform.
- 6.7. Users shall not reverse engineer, decompile, or disassemble any part of the platform or its associated software. As well, it is strictly forbidden to:
  - engage in spamming activities, including unsolicited bulk communications;
  - engage in any illegal actions through your use of the platform;
  - violate any intellectual property rights of the company and/or of its partners or other users through your actions on the platform;
  - upload, transmit, distribute, store, or make available files containing viruses, Trojans, worms, logic bombs, or other materials that are malicious or technologically harmful;
  - creating or sharing content that is defamatory, obscene, offensive, pornographic, hateful, inflammatory, or otherwise inappropriate;
  - share material that constitutes, encourages, or provides instructions for criminal offenses, dangerous activities, or self-harm;
  - engaging in market manipulation, abusive exchange practices, or any illegal financial activities.

- 6.8. Receive communications electronically in connection with their use of the platform and must ensure that they can receive such communications effectively.
  - 6.9. Users must not take actions that are solely intended to cause damage to CapeCoins or other third parties.
  - 6.10. Users acknowledge the risks involved in cryptocurrency transactions, including potential loss of funds. To learn more about risks associated with the usage of the services, please refer to our Risk Disclosure Statement.
  - 6.11. The use of proxies, VPNs, or other means to conceal IP addresses for accessing the platform from restricted locations is prohibited.
7. The company reserves the authority to identify and prohibit any activities that it deems potentially harmful to the Platform, CapeCoins, or its users. Engaging in such prohibited activities may lead to immediate termination of your access to the platform. Additionally, we may report such activities to relevant authorities and pursue all legal remedies available under applicable laws.
  8. If you encounter any illegal activities, content, or behavior that violates these terms, please alert us by emailing [support@capecoins.com](mailto:support@capecoins.com).

## **9. Account registration**

- 9.1. To access and use the CapeCoins platform and services, you are required to complete a registration process. This process is integral to these Terms and includes the provision of necessary documentation and any other information we might request to verify your compliance with these Terms.

When registering for an account, you agree to:

- 9.1.1. Provide accurate, true, current, complete, and up-to-date information about your identity. This includes personal details such as your full legal name, address, email address, and other information deemed necessary by CapeCoins.
  - 9.1.2. Maintain and promptly update any information you provide during the registration process. CapeCoins is not liable for any issues arising from incorrect or misleading user information.
- 9.2. You are bound by the following conditions:
    - 9.2.1. You may open only one account on the CapeCoins platform. Multiple or linked accounts are not permitted.

- 9.2.2. You shall not access any account other than your own, nor assist others in gaining unauthorized access to any account, including your own.
- 9.3. To register an account on the Platform, you are required to follow the next procedure:
- 9.3.1. Visit the CapeCoins Website registration page and initiate the registration process. Locate and click on the “Sign Up” or “Register” button, typically found on the homepage.
- 9.3.2. Fill in your basic information, including:
- Full legal name.
  - Email address.
  - Password (create a strong, unique password).
  - Any other required details such as phone number or username.
  - Date of birth (to confirm you are at least 18 years old).
  - Residential address.
  - Government-issued ID number or Social Security number (if required).
- 9.3.3. Verification process. After submitting your basic information, check your email for a verification link from CapeCoins. Click on the verification link to confirm your email address.
- 9.3.4. **Identity Verification (KYC Process).** To comply with Know Your Customer (KYC) regulations, you may be asked to upload documents that verify your identity. This could include a photo of a government-issued ID (passport, driver’s license, etc.); A recent utility bill or bank statement for address verification. To verify your identity, we can use a photo of your face.
- Third-Party Service Provider. We may engage and assign a Third-Party Service provider to facilitate and/or perform the KYC/KYB Checks, in which case such Third-Party Service provider shall process the information and materials provided by you to perform and complete the KYC/KYB Checks, and you hereby provide your consent for the same.
- 9.3.5. After submitting your KYC documents, wait for the platform to verify your identity. This process can take from a few hours to several days, depending on the volume of applications.
- 9.3.6. Once your account is verified, set up additional security features such as two-factor authentication (2FA) for added security.
- 9.3.7. After completing all steps, you will receive a final confirmation from CapeCoins. Your account is now ready to use.
- 9.4. Upon reviewing your registration application, the Company may:



- 9.4.1. Reject the application at our sole discretion for any reason, without the right of appeal by the user.
- 9.4.2. Limit the account you may establish, maintain, or suspend any transaction pending our review of your submitted information.

## 10. Account Access

- 10.1. Users must access their CapeCoins account using the credentials (username/email and password) established during the account registration. It is crucial to keep these credentials confidential to prevent unauthorized access.
- 10.2. For enhanced security, CapeCoins recommends enabling two-factor authentication. This adds an extra layer of security by requiring a second form of verification (such as a code sent to your mobile device) in addition to your password.
- 10.3. Users are responsible for all activities that occur under their account. CapeCoins is not liable for any loss or damage arising from your failure to comply with this security obligation.
- 10.4. You are solely responsible for:
  - 10.4.1. The protection and confidentiality of your account credentials.
  - 10.4.2. Any unauthorized use of the services due to your negligence, for which you shall indemnify CapeCoins against any damages or costs arising from such incidents.
- 10.5. In case of any unauthorized use of your account or breach of security, you must immediately notify CapeCoins.
- 10.6. **Recovery of Credentials.** If you forget your password, you can reset it using the “Forgot Password” feature on the login page. Follow the instructions provided to reset your password securely.
- 10.7. CapeCoins reserves the right to restrict access to the platform in cases of suspected fraudulent activities, breach of terms, or as required by law.
- 10.8. Users from prohibited jurisdictions, as specified in the Prohibited Jurisdictions section, are not allowed access to the platform.
- 10.9. CapeCoins may monitor access to and use of the platform to ensure compliance with these Terms, applicable laws, and to safeguard the integrity of the platform.
- 10.10. CapeCoins reserves the right to terminate or suspend your access to the account for any violation of these Terms, including but not limited to, fraudulent activities, providing false information, or engaging in illegal transactions.
- 10.11. Users must keep their account information (including contact details) up to date. Failure to maintain accurate information may result in communication delays or issues with the account.

## **11. Services and their Use**

Upon successfully completing the registration, identification, and identity verification for your account, you will gain access to CapeCoins' services.

### **11.1. Exchange Services**

CapeCoins offers an online platform for exchange between cryptocurrencies and Fiat, or between cryptocurrency and other cryptocurrency. Users can engage in buying and selling cryptocurrencies with each other, as well as directly from or to CapeCoins. All transactions are subject to the current market rates and our commission structure.

Prices for cryptocurrencies and rates for transactions are determined based on the current prices displayed on the platform. Users can submit orders for buying or selling cryptocurrencies, specifying the types and amounts desired. Minimum and maximum limits for orders may apply.

The platform operates order books containing users' orders. Orders may be adjusted based on criteria such as date, type, and amount of cryptocurrencies. Each transaction is subject to the exchange rate applicable at the time of the transaction.

The platform reserves the right to accept or reject orders based on market conditions and other factors, without liability for potential losses or opportunity costs.

Users are solely responsible for the accuracy of their orders and instructions. Once submitted, orders are irrevocable and binding. CapeCoins may suspend or terminate cryptocurrencies conversion services at any time without prior notice.

### **11.2. Wallet Services**

CapeCoins may offer a custodial wallet service, allowing users to store their cryptocurrencies. Users retain ownership of their assets in the custodial wallet. The terms of the custodial service are subject to these Terms and may vary by jurisdiction.

The custodial service may be provided by CapeCoins or a third-party custodian. Users may also be referred to external wallet services, with their use subject to the terms and privacy policies of the respective providers. If the wallet service is managed by a third-party provider, users must be aware that CapeCoins does not

have control over, and is not responsible for, the security measures or policies of third-party wallet services.

CapeCoins is not liable for any loss or damage resulting from unauthorized access to users' wallet services. Users are responsible for maintaining the confidentiality and security of their wallet credentials.

### 11.3. **SERVICES DISCLAIMER**

By using CapeCoins' virtual assets and services, you acknowledge and agree that such use is at your own risk. The company is not responsible for any potential losses you may incur as a result of using our services. This includes, but is not limited to, losses due to market volatility, technical failures, unauthorized access, or user errors. To learn more about risks associated with virtual assets and company's services, please read our Risk Disclosure Statement carefully.

CapeCoins disclaims any liability for losses or damages arising from the use of its services. While we strive to provide a secure and efficient platform, we cannot guarantee the prevention of all potential risks associated with cryptocurrency transactions.

When using third-party providers, including but not limited to custodial services, wallet services, and payment processors, you are obligated to adhere to their respective terms and policies. CapeCoins is not responsible for the actions or omissions of these third-party providers, nor for any loss or damage arising from your interaction with them.

It is your responsibility to review and understand the terms and policies of any third-party providers involved in transactions or services related to CapeCoins. Your use of these third-party services signifies your acceptance of their terms and conditions.

By utilizing the services provided by CapeCoins, you acknowledge and accept the following conditions:

- 11.4. You agree to adhere to all the terms and conditions outlined in the CapeCoins Terms of Use, as well as any related policies and guidelines. Your ongoing use of the services signifies your agreement to any updates or modifications to these terms.

- 11.5. You commit to using CapeCoins' services solely for lawful purposes and in a manner that is not fraudulent, harmful, or malicious.
- 11.6. You acknowledge your responsibility for all activities under your account, including safeguarding your account credentials and overseeing all transactions.
- 11.7. You accept the responsibility to ensure that all your transactions are accurate, legitimate, and in compliance with the applicable regulations and laws.
- 11.8. You recognize that while CapeCoins strives to provide continuous and uninterrupted service, there may be instances of downtime or service interruptions due to factors beyond our control.
- 11.9. In using third-party services related to CapeCoins' platform, you agree to adhere to the terms and conditions stipulated by those third parties.
- 11.10. You acknowledge that CapeCoins has the right to alter, suspend, or discontinue any part of its services at its discretion.
- 11.11. You agree to promptly report any misuse of the services, breach of the Terms of Use, or security issues that come to your attention.
- 11.12. You are solely responsible for acquiring, installing, and maintaining all technical equipment and software necessary for access to and use of the CapeCoins services. This includes ensuring compatibility with the CapeCoins platform and compliance with any relevant third-party terms of service.

## **12. Representations**

- 12.1. In relation to your use of the CapeCoins services, you acknowledge and confirm the following:
  - (i) CapeCoins is not an investment advisory service, is not a registered investment advisor, portfolio manager, financial advisor, or broker-dealer, and does not offer guidance on the valuation of assets or which assets you should buy or sell;
  - (ii) CapeCoins and its affiliates do not accept any responsibility or liability for your investment outcomes;
  - (iii) historical performance of any developer or algorithm shown on the Platform is not a guarantee of future returns by that developer or algorithm, nor does it predict your future returns;
  - (iv) all indicators, strategies, columns, articles, and other features on the Platform are purely for informational and educational purposes and should not be considered as investment advice. It is advisable to seek advice from an investment professional regarding these matters.

EVERY TIME YOU ENGAGE IN AN INVESTMENT THROUGH THE PLATFORM, IT IS ESSENTIAL TO CONSULT WITH YOUR LICENSED FINANCIAL ADVISOR AND TAX ADVISOR TO ASSESS THE

APPROPRIATENESS OF THE INVESTMENT. EACH TIME YOU USE THE PLATFORM, YOU AGREE THAT CAPECOINS IS NOT RESPONSIBLE FOR ANY LOSSES INCURRED AND DOES NOT PROVIDE ANY GUARANTEES OR PREDICTIONS REGARDING YOUR PERFORMANCE OR THE STABILITY OF YOUR INVESTMENTS.

### **13. Third-party services**

- 13.1. As a user of CapeCoins, you acknowledge and agree that certain aspects of our services may require the use of third-party software, tools, or services. It is your responsibility to obtain and maintain any such third-party services that are necessary for the effective use of the CapeCoins platform.
- 13.2. Any costs or expenses associated with obtaining and using third-party services, including but not limited to software licenses, service subscriptions, and data charges, are your responsibility.
- 13.3. While CapeCoins may suggest or recommend certain third-party services, such recommendations do not constitute an endorsement. CapeCoins is not liable for any issues, losses, or damages arising from your use of third-party services.
- 13.4. You must comply with the terms and conditions of any third-party service providers you choose to use in conjunction with the CapeCoins platform. Violation of these third-party terms may affect your ability to access or use our services.
- 13.5. CapeCoins is not responsible for any changes or updates to third-party services that may affect their compatibility or functionality with our platform.

### **14. Termination**

- 14.1. These Terms become effective upon CapeCoins' approval of your registration application and will remain in effect until terminated as outlined herein.
- 14.2. You, as the user, have the right to terminate this agreement at your discretion. To initiate termination of your agreement with CapeCoins, you should contact our support team. The process for termination can be started by sending a request to our support email address or through any other designated communication channels provided by CapeCoins. Upon receiving your termination request, we will guide you through the necessary steps to complete the termination process. Please note that termination of this agreement may be subject to certain conditions or obligations as outlined in these Terms.
- 14.3. You acknowledge and agree that CapeCoins, at its sole and absolute discretion, reserves the right to terminate your account at any time without prior notice if it determines that you, or anyone under your control, is engaged in activities that

violate these Terms, our Privacy Policy, or any applicable laws. This right of termination is in addition to any other legal or equitable remedies CapeCoins may have against you under applicable law.

- 14.4. Any provisions of these Terms that expressly or by their nature should survive termination or expiration (including, but not limited to, obligations regarding confidentiality, indemnification, and intellectual property) will continue in effect beyond any termination or expiration of these Terms until such provisions no longer require survival to fulfill their purpose.

14.5. **Process for Returning Funds in case of Termination:**

At Ready to Fight, we aim to return your funds when your account is terminated. However, the company reserves the right not to return funds in certain scenarios.

**User-Initiated Termination**

If you choose to close your CapeCoins account, you are eligible to receive a return of any remaining funds. To initiate this process, contact our support team at [support@capecoins.com](mailto:support@capecoins.com) with valid payment account details. Your refund will be processed within 30 days, after accounting for any applicable fees or charges.

**Platform-Initiated Termination**

Should CapeCoins terminate your account, you will also be entitled to a refund of the remaining balance. Our team will reach out to you to obtain valid payment account details for processing the refund. Please expect the refund to be completed within 30 days, subject to any applicable fees or charges.

**Non-Claimed Funds**

In instances where you do not claim your remaining funds within three months of account closure, CapeCoins reserves the right to:

- Convert the unclaimed funds into cryptocurrencies at the prevailing exchange rate, subtracting any applicable conversion fees.
- Apply a monthly storage fee to the remaining balance.
- Permanently close the account once the balance is depleted to zero.

**Right to Withdraw**

Prior to account closure, you maintain the right to withdraw the current balance in your account, less any accrued storage fees.

## 15. Amendments

- 15.1. The Terms of Use for the CapeCoins platform are subject to revisions at any time, without prior notice. As a user of the platform, it is your responsibility to regularly review these terms to stay updated on any changes. Your continued use of the platform following any modifications signifies your acceptance of the updated terms.
- 15.2. We reserve the right to alter or amend these terms for a variety of reasons, including legal, technical, or business advancements. Any such changes will take effect immediately upon their publication on the platform, and the date of the most recent update will be noted at the top of the Terms of Use page.
- 15.3. It is essential for you to periodically review this page for any updates. If you do not agree with the revised terms, you should discontinue using the platform. If you continue to use the platform after changes have been posted, this will be considered as your acceptance of those changes.
- 15.4. In the event of significant modifications that materially impact your rights, we may endeavor to inform you via email or other means. However, it is not a mandatory obligation on our part, and your ongoing use of the platform after modifications are made constitutes your agreement to the new terms, regardless of whether you have received direct notification of such changes.

## 16. Privacy Policy

- 16.1. CapeCoins is dedicated to protecting the privacy and security of our users' personal information. Our practices and policies regarding the collection, use, and protection of personal data are detailed in our Privacy Policy.
- 16.2. For a comprehensive understanding of how we handle your personal data, you are encouraged to review our Privacy Policy. The Privacy Policy is an integral part of these Terms of Use and can be accessed via the following link: [\[Privacy Policy Link\]](#).
- 16.3. By using CapeCoins' services, you acknowledge and consent to the collection, use, and sharing of your personal information as outlined in the Privacy Policy. This includes information required for the registration process, identity verification, and transactional purposes.
- 16.4. CapeCoins reserves the right to update or modify the Privacy Policy at any time. Changes to the policy will be communicated through our platform, and your continued use of our services after such changes constitutes acceptance of the updated Privacy Policy.

- 16.5. If you have any questions or concerns about how we handle your personal information, or if you wish to exercise any of your privacy rights, please contact us at [support@capecoins.com](mailto:support@capecoins.com). Our dedicated team will assist you with any privacy-related issues.

## **17. Intellectual Property Rights**

- 17.1. All content, trademarks, logos, graphics, images, software, technology, and other intellectual property used on the CapeCoins platform are the exclusive property of CapeCoins or its licensors. These elements are protected by intellectual property laws and international treaties.
- 17.2. CapeCoins grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the platform and its content for personal, non-commercial use, in accordance with these Terms.
- 17.3. You are prohibited from copying, modifying, distributing, selling, or leasing any part of the CapeCoins platform or included software, nor may you reverse engineer or attempt to extract the source code of that software.
- 17.4. You agree not to infringe upon or violate CapeCoins' intellectual property rights or those of any third party in connection with your use of the platform. This includes refraining from submitting, uploading, or transmitting any content that violates third-party intellectual property rights.
- 17.5. The Platform may feature links to websites and content owned by third parties. CapeCoins does not endorse or exert control over these third-party resources, and is not responsible for their content or websites. Any intellectual property rights related to these third-party resources are governed by their respective Terms and Conditions or legal documents.

## **18. Confidential Information**

- 18.1. Throughout your use of CapeCoins services, you may have access to confidential information. This includes but is not limited to trade secrets, strategies, and other information that is not publicly available and is considered proprietary to CapeCoins or its users.
- 18.2. You agree to keep all such confidential information in strict confidence. You shall not disclose or use any confidential information for any purpose outside the scope of your use of CapeCoins services.
- 18.3. You must take all reasonable steps to protect the confidentiality of the confidential information. This includes not reproducing or distributing confidential information in any way that could lead to unauthorized disclosure.



- 18.4. Upon termination of your use of CapeCoins services or at the request of CapeCoins, you agree to return or destroy all materials containing confidential information.
- 18.5. Your obligation to maintain the confidentiality of the information will survive the termination of your use of CapeCoins services and will continue for as long as such information remains confidential.
- 18.6. You are required to immediately notify us if you become aware of any unauthorized use or disclosure of confidential information.

## **19. Indemnification**

- 19.1. You agree to indemnify, defend, and hold harmless CapeCoins, its associated entities, shareholders, members, officers, directors, employees, agents, licensors, successors, assigns, and affiliates (collectively referred to as the “**Indemnified Parties**”), from any and all claims, losses, liabilities, damages, or expenses (including reasonable attorney's fees and costs) incurred by any of the Indemnified Parties. This indemnification covers Losses arising from or related to:
  - Any breach of these Terms by you.
  - Any violation of applicable laws or infringement of the rights of other users or third parties, including but not limited to intellectual property rights or privacy rights.
  - The use of the Services or any content made available through the CapeCoins platform.
- 19.2. This indemnification obligation will survive the termination of your use of CapeCoins’ services and your adherence to these Terms.

## **20. Exclusion of Warranties; Limitation of Liability**

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE SERVICES, AND ANY PART THEREOF (INCLUDING THE NETWORK), COMPANY DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE ENTIRE RISK AS TO THE USE, QUALITY, AND PERFORMANCE OF THE SERVICES LIES WITH YOU.

THE COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE COMPLETE, ACCURATE, SAFE, SECURE, BUG-FREE OR ERROR-FREE, OR THAT THE FOREGOING WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. THE COMPANY ALSO MAKES NO WARRANTIES THAT RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. COMPANY MAY CHANGE, SUSPEND OR DISCONTINUE THE SERVICES, INCLUDING THE NETWORK OR ANY PART THEREOF, AT ANY TIME, WITHOUT NOTICE OR LIABILITY. WE MAY CHANGE, SUSPEND, WITHDRAW, OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE AND LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS GROUP COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS, LOSS OF ANY CRYPTOCURRENCIES, LOSS OF ANY CRYPTOGRAPHIC KEY OR ANY PASSPHRASE (INCLUDING WITH REGARD TO ANY DIGITAL WALLET), ANY LOSS OR ANY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY SERVICE, PRODUCT, OR CONTENT PROVIDED BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY. IN THE EVENT OF ANY SUCH DAMAGE, LOSS OR ANY COMPLAINT WITH RESPECT TO THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE NETWORK AND CEASE ALL USE OF THE SERVICES.

THE COMPANY IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO PURCHASE, SELL, DEPOSIT, SWAP, USE, EXCHANGE, OR CONDUCT ANY OTHER ACTION WITH REGARD TO ANY CRYPTOCURRENCIES, OR ANY ASSOCIATED PRODUCT OR SERVICE, INCLUDING PRODUCTS AND SERVICES MENTIONED ON THE 'SERVICES', BASED ON ANY INFORMATION PROVIDED BY COMPANY.

THE COMPANY DOES NOT MAKE ANY OFFERS, RECOMMENDATIONS, OR INVITATIONS FOR YOU TO DEAL IN CRYPTOCURRENCIES OR USE ANY OF THE SERVICES, AND DOES NOT TAKE INTO ACCOUNT YOUR PERSONAL CIRCUMSTANCES, FINANCIAL SITUATION, NEEDS, OR GOALS. BEFORE MAKING

ANY FINANCIAL DECISION, YOU SHOULD CAREFULLY ASSESS YOUR FINANCIAL SITUATION AND CAPACITY, AND ONLY USE FUNDS THAT YOU CAN AFFORD TO LOSE. WHEN YOU CHOSE TO USE THE COMPANY'S CUSTODIAL WALLET SERVICES, YOU ARE ENTIRELY RESPONSIBLE FOR ANY LOSS OF CRYPTOCURRENCIES OR FLUCTUATIONS IN THEIR PRICES. THE COMPANY IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO TRANSFER, SELL OR CONDUCT ANY OTHER ACTION WITH REGARD TO CRYPTOCURRENCIES HELD IN A CUSTODIAL WALLET. THE COMPANY USES COMMERCIALY REASONABLE EFFORTS TO STORE AND SECURE YOUR CRYPTOCURRENCIES IN CONNECTION WITH THE CUSTODY SERVICE, WHICH MAY INCLUDE UTILIZING THIRD PARTY SERVICE PROVIDERS. THE CUSTODIAN WALLET SERVICE DOES NOT CREATE A FIDUCIARY RELATIONSHIP BETWEEN YOU AND THE COMPANY.

THE USER IS EXCLUSIVE RESPONSIBILITY TO ENSURE THAT HIS ACCESS TO THE PLATFORM AND THE USE OF THE SERVICES OR PART OF THEM MUST COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO HIM BASED ON HIS APPLICABLE JURISDICTION. THE COMPANY IS NOT RESPONSIBLE OR LIABLE IF YOU USE ONE OF THE COMPANY'S SERVICES THAT ARE NOT COVERED UNDER ANY APPLICABLE LAWS IN YOUR JURISDICTION. THE COMPANY DOES NOT UNDERTAKE TO BLOCK CERTAIN SERVICES ACCORDING TO YOUR JURISDICTION, THEREFORE, THE USER IS SOLELY RESPONSIBLE FOR CHECKING WHETHER THE SERVICES COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO HIM BASED ON HIS APPLICABLE JURISDICTION.

## **21. Force Majeure**

- 21.1. A "Force Majeure" event refers to any circumstance beyond the reasonable control of CapeCoins, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- 21.2. In the event of a Force Majeure, CapeCoins is not liable for any failure to perform, or delay in performing, any of its obligations under these Terms. This includes, but is not limited to, the provision of services offered through the platform.
- 21.3. You acknowledge that in the case of a Force Majeure event, CapeCoins is not in breach of these Terms, and no liability or obligation can be imputed to the company for any impact on service performance during such events.

## **22. Miscellaneous**

22.1. **Governing Law**

These Terms are governed by the laws of Poland, without regard to its choice of law or conflict of law principles. The competent courts in Warsaw shall have exclusive jurisdiction over any legal action or proceeding arising from or related to these Terms.

22.2. **Language**

These Terms were written in English. To the extent any translated version conflicts with the English version, the English version controls.

22.3. **Entire Agreement**

These Terms constitute the entire agreement between you and CapeCoins regarding the use of our services, superseding any prior agreements or understandings, whether written or oral.

22.4. **No Waiver**

The failure of CapeCoins to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

22.5. **Enforceability**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions of these Terms will continue in full force and effect.

22.6. **Interpretation**

The section headings in these Terms are for convenience only and have no legal or contractual effect.

In these Terms, “or” is inclusive, “including” or “such as” aren’t words of limitation, headings are only for your convenience, unless otherwise indicated, a section reference in the main body of these Terms is a reference to a section in the main body of these Terms.

22.7. **Notices**

All notices under these Terms will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by facsimile or email; or the day after it is sent if sent for next day delivery by recognized overnight delivery service.

22.8. **Transfer and Assignment**

You may not transfer or assign any rights or obligations you have under these Terms without CapeCoins' prior written consent. CapeCoins may transfer or assign these Terms, at its sole discretion, without restriction.

22.9. **Contact us**

If you have any questions about these Terms, please contact us at [support@capecoins.com](mailto:support@capecoins.com).



# Privacy Policy

(capecoins.com)

## Welcome to CapeCoins!

This Privacy Notice (referred to as the “Notice”) pertains to the processing of personal information in relation to the CapeCoins website, apps, software, and associated services, accessible through any platform or device (collectively referred to as the “Platform”), which link to or cite this notice.

**Data Controller:** Cape Solutions Sp. z o.o. (the “Company”), with its registered address at 86 HOŻA Street, room 210, municipality Warsaw, postcode 00-682, Poland, is the controller of your information processed in connection with this Privacy Policy.

In these documents, when we use the terms “Company”, “we” or “us” we are specifically referring to this entity.

Any individual, whether a User, Client, or Customer, who registers or uses the Platform at their discretion or through third parties, is subsequently referred to as the “User”, “You” or “Customer.”

We are committed to protecting and respecting your privacy. This Privacy Notice explains how we collect, use, share, and otherwise process the personal information of users, and other individuals connected with our Platform. We handle your Personal Data following the relevant data protection and privacy regulations. When you sign up on our website, it's important to agree to our Privacy Notice. This agreement gives us a legal basis, as required by the law, to process your Personal Data. If you do not agree with this notice, including any future amendments, you are advised not to use our Services.

## Types of Information we Collect

We collect the following types of information on our Platform:

- (a) Information You Provide Us;
- (b) Automatically Collected Information;
- (c) Information from Third-Party Sources.

To use the CapeCoins platform, it is mandatory for users to provide certain personal information. This requirement is directly linked to our obligations under Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) regulations, as well as our Know Your Customer (KYC) policies.

These measures are essential for maintaining the integrity of our services and for ensuring compliance with relevant legal and regulatory standards. Without the provision of necessary personal information for verification purposes, users will be unable to access and use the services offered by CapeCoins. This policy is in place to protect not only our platform but also our users from potential fraudulent activities and to uphold the standards required by law.

**1. Information You Provide Us**

<p>1.1. Personal Identification Information</p>	<p>We collect data that you furnish during the account setup and/or verification processes, including but not limited to your name, email address, phone number, date of birth, identification document number, proof of identity and/or age, tax identification number, usernames, company name, etc.</p>
<p>1.2. Account Information.</p>	<p>This is the information you provide to us when you register your profile and when you make changes to it when using the platform. This includes usernames (usernames), passwords, account bio information, profile photos, and other photos added to the profile by you.</p>
<p>1.3. Purchase and Transactional data.</p>	<p>Information related to purchases or sales, including payment information (like payment card information), billing addresses, delivery addresses, contact information, items purchased and transaction history. For blockchain transactions, this might include wallet addresses and transaction IDs.</p>

<p>1.4. Information when you're contacting us.</p>	<p>When you contact us via email, phone, or other communication methods, we gather the information you supply, which may consist of your name, contact details, and the content of your communication. This information is utilized to respond to your inquiries, offer support, and enhance our services.</p>
<p>1.5. Information Collected for Research Purposes.</p>	<p>We may gather and utilize information for research purposes if you opt to participate in such activities. This entails collecting data on how you and other users engage with the Platform, contributing to our comprehension of user behavior, service enhancement, and the development of new features. Participation in such research is entirely voluntary.</p>
<p>1.6. Information Collected from Blockchain.</p>	<p>Certain Personal Data utilized by blockchain and crypto exchange services may be public and visible to others, including your public address and details regarding the type and amount of cryptocurrencies transferred. It is crucial to acknowledge that technologies such as blockchain are immutable, signifying that information, including Personal Data, cannot be erased from the ledger. If you have concerns about the utilization of your Personal Data in this manner, it is advisable not to utilize the services.</p>

## 2. Automatically Collected Information



<p>2.1. Usage Data.</p>	<p>We collect data on your interactions with the Platform, encompassing the content you view, the frequency and duration of your usage, engagement with other users, search history, the pages, or features you access, search terms, records for trades, deposits, and withdrawals, and other similar information.</p>
<p>2.2. Device and Connection Information and Log files.</p>	<p>When you access our Platform, we collect specific data about your device, which includes your IP address, browser type, operating system, unique device identifiers, network information, keystroke patterns, and system language.</p>
<p>2.3. Location Information.</p>	<p>Depending on your device settings, we may collect precise or approximate location data derived from GPS, Wi-Fi, or cell tower proximity.</p>
<p>2.4. Cookies.</p>	<p>In order to enhance your experience, we utilize cookies and similar technologies to remember your preferences, comprehend how you interact with our services, and customize advertisements based on your interests. Additionally, these technologies are employed for marketing purposes. We will seek your consent for our use of cookies where required by law.</p>
<p>2.5. Analytics Data.</p>	<p>We collect data about your interaction with our Platform, including page response times, download errors, interaction information (like clicks and scrolls), and methods used to browse away from the page.</p>

### 3. Information from Third-Party Sources

3.1. Social Media and Third-party Services	When you link your account to other services, such as ID verification partners, we receive information like your registration and profile details from those services. Additionally, our partners, including advertisers, furnish us with insights into your activities beyond our Platform. This includes your interactions on external Websites and apps, along with information about your purchases.
3.2. Other Publicly Available Sources.	We may collect information about you from publicly accessible sources, including but not limited to public profiles, directories, published articles, organizations, businesses, people, and others, including, for example, publicly available sources, government authorities etc.

### **Legal Bases for Processing Your Information\***

*Applicable for users from EEA countries, the UK, and Switzerland*

The GDPR (General Data Protection Regulation) serves as the primary legal framework governing our Privacy Notice for users from the EEA and Switzerland. For the comprehensive text of the GDPR, you can refer to the official document [here](#).

The utilization of your information is grounded in specific legal principles, contingent upon the purpose for which the information is processed.

These legal grounds encompass the necessity for contract performance, legitimate interests (which may be ours, yours, or those of a third party), your consent, the obligation to comply with legal requirements, tasks conducted in the public interest, and the protection of vital interests.

This structured approach ensures that we handle your information lawfully and ethically, in line with the required legal frameworks.

4. We process your personal information based on several legal grounds, depending on the purpose of processing:

4.1. **Compliance with Legal Obligations**

One of the primary legal bases for processing your personal information is to comply with regulatory and legal obligations, particularly those related to AML/CFT and KYC standards. We are required by law to verify the identity of our users and monitor their transactions to prevent illegal activities such as money laundering and terrorist financing.

4.2. **Contractual Necessity**

Processing your information is essential for the performance of the contract between you and CapeCoins. This includes using your data to manage your account, provide our services, process transactions, and communicate with you regarding account-related matters.

4.3. **Legitimate Interests**

We process certain information in pursuit of our legitimate interests. These interests include protecting the security and integrity of our platform, enhancing and personalizing our services, conducting business analytics, and managing legal issues. When processing data for these purposes, we ensure that your interests, rights, and freedoms are carefully considered and protected.

4.4. **Non-personalized advertising**

We showcase general ads on the Platform to maintain its free nature and operational viability. It's important to note that this type of advertising is displayed to all users, including those who have opted not to receive personalized ads.

In this context, we rely on Legitimate Interest as the basis for processing. Financing the operation of the platform through advertising revenue is a legitimate interest. We process limited categories of your information to ensure that our advertising service is valuable to our advertisers.

5. Your Consent

For certain activities, like personalized advertising, we process your information based on your explicit consent, which you can withdraw at any time.

### 5.1. **Personalized advertising.**

With your explicit consent, the Platform will deliver personalized advertising to you. This type of advertising is customized based on your activities both on and off the Platform, aiming to be relevant to your interests and preferences.

In this context, we also rely on Legitimate Interest as a basis for processing. The customization of ads enhances the user experience by delivering content that aligns with individual user interests, thereby improving the effectiveness of our advertising strategy.

## **Use of Information**

6. We process, store, and handle personal information of our corporate clients with utmost confidentiality, except for data already in the public domain or previously processed by CapeCoins without a confidentiality obligation.
- 6.1. The information we hold will be used exclusively in connection with the provision, administration, and enhancement of our services. This includes:
  - Managing and setting up your account.
  - Improving our products and customer service.
  - Conducting ongoing reviews of our clients' needs.
  - Providing clients with relevant information and opportunities.
  - Conducting AML and due diligence checks.
  - Engaging in research and marketing activities, as applicable.
- 6.2. CapeCoins collects and utilizes information solely for the purpose of delivering its services and fulfilling its compliance obligations under relevant laws and regulations.
- 6.3. By using our services, clients consent to the use of their data for the aforementioned purposes. If clients prefer not to receive informational communications, they are encouraged to contact us at [support@capecoins.com](mailto:support@capecoins.com).

## **Disclosure of Information**

CapeCoins reserves the right to disclose client information, including confidential records, communications, card details, and other personal documents under specific circumstances. Such information may be shared in the following scenarios:

7. **Legal and Regulatory Requirements.**
8. **Fraud Prevention and Due Diligence, KYC procedures.** To fraud prevention agencies, third-party authentication service providers, banks, and financial institutions for credit checks, anti-money laundering processes, identification, or client due diligence. This may involve comparing client details against databases to which we have access and may be used for future verification purposes by us or other entities.

9. **Service Providers.** To service providers involved in database creation and maintenance, record-keeping, email transmission, messaging services, or similar functions to assist in collecting, storing, processing client information, communicating with clients, or enhancing our services.

To data reporting service providers; for statistical purposes to improve our marketing strategies; to market research call centers conducting surveys to enhance our services; only contact details will be shared, excluding any payment information like credit card, debit card, or bank details.

10. **To our employees** as necessary to fulfill their duties, further agreements with clients, or ensure the efficient operation of the platform.

## **Updating and Storage of your information**

### **11. Updating your information**

- 11.1. You can update your information by contacting us and making a request.
- 11.2. We will retain your information for as long as your Account has not been closed or as needed to provide you access to your Account. If you wish to close your Account, contact us.
- 11.3. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our Terms.

### **12. Storage of your information**

- 12.1. Your personal information is stored on servers. The location of these servers depends on your location as well as the company that processes your information.
- 12.2. Your information may be stored on servers located outside the country where you live.
- 12.3. We retain your personal information only for as long as necessary to fulfil the purposes for which it was collected, including to satisfy any legal, accounting, or reporting requirements.
- 12.4. Access to your personal information is restricted to authorized personnel only.
- 12.5. If your data is transferred to, and stored at, a destination outside your home country, we take all steps reasonably necessary to ensure that your data is treated securely and under this privacy policy and applicable data protection laws.

13. **How long do we store your information?**
- 13.1. Our approach to the retention of personal information is guided by a commitment to both user privacy and operational or legal necessity. We retain different types of information for varying periods, depending on the purpose of retention.
- 13.2. We keep your personal information for as long as necessary to provide you with our services.
- 13.3. Generally, we keep other personally identifiable data collected during your use of our products and services for a maximum of 1 year.
- 13.4. In cases where you violate our Terms and your account is suspended or terminated, we may retain the identifiers used to create the account (such as email address or phone number) indefinitely to prevent repeat notice offenders from creating new accounts.
- 13.5. We may keep certain information longer than our policies specify to comply with legal requirements and for safety and security reasons.
- 13.6. If you choose to close your account, we retain certain information for a limited period to prevent fraud, resolve disputes, assist with investigations, enforce our Terms of Service, and comply with legal requirements.
- 13.7. If you request the deletion of your personal information, we will honor your request under applicable laws and our data deletion policies, subject to any legal or operational retention needs.

## Your legal rights\*

*\*Applicable for users from EEA countries, the UK, and Switzerland*

14. You have certain rights and choices regarding your personal information following applicable laws. These rights may include accessing, deleting, updating, or rectifying your data, being informed about its processing, and lodging complaints with authorities, among others.

<b>Request access</b>	This enables you to receive a copy of the Personal Data we hold about you and to check that we are lawfully processing it. This is also commonly known as a “data subject access request”.
<b>Request correction</b>	This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.  If you need to add or change any information, you can log into your Account and make the change in your settings.

<p><b>Request deletion</b></p>	<p>This enables you to ask us to delete or remove Personal Data where there is no good reason for us to continue processing it. You also have the right to ask us to delete or remove your Personal Data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully, or where we are required to erase your Personal Data to comply with applicable law.</p> <p>Please note: Your right of deletion would not apply for various reasons, including if we need to retain your Personal Data to comply with a legal obligation or to establish or defend a legal claim. Where we are unable to comply with your deletion request, we will notify you at the time of your request.</p>
<p><b>Object to processing</b></p>	<p>You have the right to object to the processing of your Personal Data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation that makes you want to object to processing on this ground, as you feel it impacts on your fundamental rights and freedoms.</p> <p>You also have the right to object where we are processing your Personal Data for direct marketing purposes.</p> <p>In some cases, we may demonstrate that we have compelling legitimate grounds to process your information, which overrides your rights and freedoms.</p>
<p><b>Request restriction of processing</b></p>	<p>This enables you to ask us to suspend the processing of your Personal Data in the following scenarios:</p> <ol style="list-style-type: none"> <li>1. if you want us to establish the data's accuracy;</li> <li>2. where our use of the data is unlawful, but you do not want us to delete it;</li> <li>3. where you need us to hold the data even if we no longer require it as you need it to establish, exercise, or defend legal claims; or</li> <li>4. you have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.</li> </ol>
<p><b>Request transfer to</b></p>	<p>If you ask us, we will provide you or a third party you have chosen with your Personal Data in a structured, commonly used, machine-readable format.</p> <p>Please note that this right only applies to automated information that you initially provided consent for us to use, or where we used the information to perform a contract with you.</p>

<b>Withdrawal of consent</b>	<p>This applies where we are relying on consent to process your Personal Data. However, withdrawing your consent will not affect the lawfulness of any processing carried out before you withdraw your consent.</p> <p>If you do withdraw your consent, please note that we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.</p>
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**Amendments**

15. The next conditions apply to the Privacy Notice Amendments:

15.1. Changes to the Privacy Policy

The Privacy Policy of CapeCoins is subject to amendments and updates at any time, without prior notice. We encourage you, as a user, to review the policy regularly to stay informed of any changes.

15.2. Effective Date of Amendments

Any amendments to the Privacy Policy will become effective immediately upon their posting on the platform. The date of the latest update will be prominently displayed at the top of the Privacy Policy page.

15.3. User Responsibility

It is your responsibility to periodically check the Privacy Policy for changes. If you do not agree with the amended policy, you should cease using the platform immediately. Your continued use of the platform after changes have been posted will be regarded as acceptance of those changes.

15.4. Notification of Significant Changes

For significant amendments that materially affect your rights, CapeCoins may attempt to notify you through email or other communication channels. However, it is not obligatory for us to provide such notifications, and your continued use of the platform after



amendments are made signifies your acceptance of the new terms, irrespective of whether you have received direct notification.

## Contact Us

16. If you have any questions, concerns, or feedback regarding our Privacy Notice, please feel free to reach out to our dedicated support team. You can contact us through the email address at: [support@capecoins.com](mailto:support@capecoins.com).