

TERMS AND CONDITIONS

Summary

These Terms and Conditions constitute an electronic agreement between you (hereinafter the “User”) and El Dorado that applies to the User's use of this website, any and all services, products and content provided by eldorado.io.

As used in these Terms & Conditions, “El Dorado”, “eldorado.io” is an online platform for storing, paying and exchanging cryptocurrencies and is operated by Virtualtrader OÜ with registration number 14617313 and registered address Narva mnt 7-634, Tallinn, Estonia 10117.

“El Dorado”, “eldorado.io” may refer to including without limitation the owners, directors, investors, employees, assignees, affiliates or other related parties.

By using this website (“Site”), registering for an El Dorado Account (“Account”) or using any other service provided by El Dorado, YOU, the USER, agree to accept and comply with the Terms & Conditions of use stated below (“Terms & Conditions”). The USER must read the entire Terms & Conditions carefully before using this Site or any of the El Dorado Services.

By registering an account, the USER expressly represents and warrants that they have accepted these Terms & Conditions, is at least 18 years of age, and that the laws of their country do not prohibit the use of the services on <https://eldorado.io/en/>. It is the USER's responsibility to follow the rules and regulations of their country of residence or from which they enter and use the website and/or services offered by El Dorado.

As long as you agree to and comply with these Terms & Conditions, El Dorado grants non-exclusive, non-transferable, non-sublicensable, and limited right to enter and use the Site and the Service. Nothing in these Terms & Conditions gives any license, right, title, or ownership of, in, or to the Site or any of the Services.

IF YOU DO NOT ACCEPT THE TERMS & CONDITIONS OF USE OUTLINED HEREINAFTER, DO NOT ACCESS THIS SITE AND DO NOT USE THE SERVICES OFFERED BY El Dorado.

Terms:

1.1. In the present Terms & Conditions the following terms have the meaning indicated below, unless otherwise is stipulated:

1.1.1. Account is a profile registered by a USER on <https://eldorado.io/> and is the functional part of the System that controls User's Funds and Transactions conducted with them.

1.1.2. Cryptocurrency means peer-to-peer digital currency that has no central issuer and is distributed directly between the owners of such currency (e.g. Bitcoin, Ethereum).

1.1.3. Deposit means a transaction involving a transfer of Funds, both Crypto and Fiat, to the El Dorado Account.

1.1.4. Exchange Rate means relation between the amount of Funds and the price offered by the User for orders for exchanging Funds.

1.1.5. Fiat money means government-issued currency that is designated as legal tender in its country of issuance on the legislative level.

1.1.6. Funds means Fiat money or Cryptocurrency.

1.1.7. Order means a User's offer to buy or sell Cryptocurrency for other Cryptocurrency or Fiat money under certain conditions.

1.1.8. Parties means El Dorado and the User.

1.1.9. Platform is the functional part of the Website where the Users trade with each other.

1.1.10. Seller is the User who submits an Order to sell Cryptocurrencies on the Platform.

1.1.11. Services mean all and any service provided by El Dorado.

1.1.12. Site ("Website") means set of information, texts, graphic and design elements, pictures, photo, video and other fruits of intellectual activity, as well as set of computer programs contained in the information system which ensures the accessibility of this information at <https://eldorado.io/>

1.1.13. System means set of software and technical means used by El Dorado in automatic mode to process operations conducted by the User in his/her El Dorado Account.

1.1.14. Transaction is the process of transferring, depositing, trading and/or withdrawing Crypto or Fiat currencies by the User to/from his/her El Dorado Account.

1.1.15. Transaction Fee is a charge which is payable by the User to El Dorado itself or on behalf of or by any third-party involved for each completed Transaction.

1.1.16. User means an individual or entity formatted in the appropriate legal form according to local legislation that use the Site and/or the System and has agreed to the present Terms & Conditions with El Dorado.

1.1.17. Wallet is an application allowing the User to store his/her Funds in Crypto and Fiat currency on the El Dorado Platform.

1.1.18. Withdrawal means a transaction involving a transfer of Funds from the User's Account to outside the El Dorado platform.

2. Eligibility

2.1. By accessing or using the Website, you represent and warrant that you:

2.1.1. are at least 18 years old;

2.1.2. have not previously been suspended or removed from the Website;

2.1.3. warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms & Condition;

2.1.4. have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;

2.1.5. are the owner of the cryptocurrency you deposit to your El Dorado Account and that they are derived from legal sources.

2.2. If you are registering to use the Services on behalf of a legal entity, you represent and warrant that:

2.2.1. such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and

2.2.2. you are duly authorized by such legal entity to act on its behalf.

2.3. El Dorado may not make all Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services in certain jurisdictions and to certain individuals, companies and countries that are on prescribed sanctions lists.

3. Services

3.1. El Dorado provides an online platform that allows users to deposit, spend and send cryptocurrencies, starting with Bitcoin.

3.2. El Dorado may also provide a number of additional services, such as:

3.2.1. Crypto Payroll Processing - settlement of payments in Fiat currency

3.2.2. OTC Trading Desk - arranges the purchase or sale of large volumes of all supported cryptocurrencies on the El Dorado platform

3.3. El Dorado uses third party electronic payment processors and/or financial institutions to process the Fiat deposit and withdrawal transactions made by you and to you in connections with your use of the Services

4. Account verification

4.1. All users are required to either go through first level Know-your-customer (KYC) verification, second or third level, depending on the services they would like to use. Each level requires a different set of personal information for identification purposes.

4.2. El Dorado reserves the right to change the KYC verification level of any USER, this is made to follow new regulations.

4.3. The USER agrees to provide the required information and documentation, given the respective level of KYC verification. In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as fraud.

4.4. The USER hereby authorises El Dorado to, directly or indirectly (through third parties), make any inquiries we consider necessary to check the relevance and accuracy of the information provided for verification purposes.

4.5. The personal information the USER provides is collected, shared and stored safely in accordance with El Dorado privacy policy.

5. Account maintenance

5.1. The User is solely responsible for maintaining the confidentiality of their Account information, passwords, funds, both crypto and fiat, and all transactions that happen on their account and are the one to determine the best way to do so. In case of loss or discrediting the information and/or in cases of unauthorized access to their account by third parties or any suspicious activity, the User must contact the support of El Dorado at soporte@eldorado.io. If you do not contact El Dorado, all transactions made on your User Account will be considered normal activity.

5.2. The User has the right to hold and use only one Account. Having more than one would be considered a violation of these Terms & Conditions.

5.3. Should there be any suspicious activity registered by El Dorado, El Dorado reserves the right to request additional information from you, the User, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept suspension of Service provision and/or termination of your Account.

5.4. El Dorado commits to receiving cryptocurrencies from their Users, safeguarding them, keeping a record of them and processing transactions, requested by the Users.

5.5. El Dorado also commits to keeping a record of the Fiat money transferred to the Accounts by the Users, but does not keep them. Fiat money are held and Fiat money transfers are executed by third parties (aggregators, banks, payment institutions, among others) and El Dorado cannot be held liable for the actions of these third parties.

5.6. All Account transactions are carried out at the User's request. No third party requests for account operations are accepted by El Dorado.

5.7. All account funds belong to the Account holder (the User). El Dorado cannot block funds on the account without the request of the User and can only write off funds in the cases mentioned in the present Terms & Conditions.

6. Account Termination

6.1. You have the right to terminate and close your Account at El Dorado at any time, after settling all pending transactions.

6.2. El Dorado reserves the right, in its sole discretion and without any prior notice, to terminate your access to the El Dorado Site and to your Account and to limit, suspend or terminate service provision to you on suspicion of creating any problems or possible legal liabilities, infringing the intellectual property rights of third parties, or breaching the present Terms & Conditions. Additionally, El Dorado may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Users for any reason, including without limitation:

6.2.1. Attempts to gain unauthorised access to the Site or another User account or providing assistance to others' attempting to do so;

6.2.2. Overcoming software security features limiting use of or protecting any content;

6.2.3. Usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;

6.2.4. Failure to pay or a fraudulent payment for Transactions;

6.2.5. Unexpected operational difficulties; or

6.2.6. Upon the request of law enforcement or other government agencies, if deemed legitimate and compelling to do so by El Dorado, acting in its sole discretion.

6.3. The suspension of an Account shall not affect the payment of Transaction Fees due for past Transactions. Upon termination, Users shall send details of a valid bank account in their name to allow for the transfer of any fiat currencies credited to their account. Cryptocurrencies may also be transferred to a valid bank account only after conversion into a fiat currency. El Dorado shall transfer the currencies as soon as possible following the User request and within the time frames specified by El Dorado.

6.4. Upon Account closure, any amount less than USD 5 in value will not be returned.

7. Transactions

7.1. By accessing and using any of the El Dorado services, the USER agrees that he or she is solely responsible for any and all orders, trades, deposits, withdrawals and other instructions entered into their El Dorado Accounts including identifiers, permissions, passwords, and security codes associated with their El Dorado Account.

7.2. The User is solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk aversion.

7.3. El Dorado cannot be held responsible and/or liable for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why the Site is unavailable at any given time.

7.4. El Dorado cannot be held responsible and/or liable for the delay in the processing of payments made by the fault of any third parties, operators of such transactions.

7.5. The User is solely responsible for paying commissions and service fees related to deposits and withdrawals made to and from their El Dorado Accounts. They also assume all the risks that accompany the provision of incorrect bank account details or incorrect Wallet address.

7.6. The User represents and warrants that they will withdraw any Cryptocurrency or Fiat money from their Account only to their own Wallets and bank accounts..

7.7. The User acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from his/her Account may be subject to delays, barring unforeseen or unavoidable network issues.

7.8. El Dorado may be forced to cancel or recall already executed Withdrawal Transactions at a request of financial institutions, including but not limited to banks, which are involved in settlement related to deposit and withdrawal of Funds from User's Accounts. In such cases, the User is obliged to cooperate with El Dorado in order to discover the reasons for such request.

7.9. The information about the transactions is kept and is available by accessing the User's account during a period of time determined by El Dorado.

7.10. Any withdrawals are restricted within 48 hours after 2-Factor Authentication deactivation.

8. Refunds and Chargebacks

8.1. El Dorado Users have the right to change their mind and get a refund in case they have already funded their account and to request their funds to be returned.

8.2. Every Refund is treated by El Dorado with reasonable care and skill.

8.3. The Refund Policy does not cover any transactions related to buying and selling cryptocurrencies, it solely concerns funding of the User account. If the deposited funds have been used for any orders, trades, withdrawals, the client is not eligible for a refund.

8.4. Refunds and Returns in excess of the original amount are prohibited.

8.5. All refund requests must be submitted to soporte@eldorado.io within 48 hours after the transaction is made.

8.6. To prevent fraudulent conduct, all payments and information related to Refund/Return will be thoroughly verified by El Dorado. El Dorado may request the User to provide certain documents, including, but not limited to, identification documents, copy of the User's Payment Card and Invoice or/and any other proof of the fact that disputed payment was made. In case the User fails to provide appropriate documents or information within five (5) days upon request or in case of any doubts as to authenticity of provided documents, El Dorado shall be entitled to decline the User's Refund/Return request.

8.7. El Dorado shall process the User's Refund requests as soon as possible. Response times will vary depending on stated reasons for the request and on workload. In any case, El Dorado shall notify the User on the outcome of the request within 15 business days after the last request for additional information or documentation. The refund will be processed within 14 business days from the decision to grant the refund/return.

8.8. El Dorado expects the Users to contact El Dorado first to resolve any problem or issue related to his/her payments before the User makes any Chargeback request. The User must contact El Dorado by sending an email to soporte@eldorado.io.

9. Intellectual property

9.1. All content on this Site is the property of El Dorado and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

9.2. The trademarks, trade names, service marks and logos of El Dorado and others used on the Site (hereinafter the "Trademarks") are the property of El Dorado. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to El Dorado.

9.3. It is prohibited to copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or distribute the Trademarks or any other content on the Site no matter manual or automated, unless it is otherwise intended by El Dorado, its Site and/or System. The use of any content from the Site on any other site or a networked computer environment for any other purpose is strictly prohibited, unless it is otherwise intended by El Dorado, its Site and/or System; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

9.4. No rights as well as no Site nor System content are committed to the User as a result of Site and System use or on the conclusion of the present Terms & Conditions.

10. Financial or Legal advice

10.1. For the avoidance of doubt El Dorado does not provide any financial, investment or legal advice in connection with the Services provided by El Dorado. El Dorado may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such.

10.2. Any decision to buy or sell Cryptocurrencies is the User's decision and El Dorado cannot be held liable for any loss suffered.

11. Taxation

11.1. The User undertakes to pay all his/her taxes and duties, which can be resulted from the use of El Dorado Services and should be paid according to the User's state of residence regulations.

11.2. El Dorado does not hold any responsibility for any violation made by the User due to their obligation to calculate and pay taxes and duties.

12. Fees

12.1. The User agrees to pay El Dorado the Transaction fee for each completed Transaction.

12.2. El Dorado reserves the right to change the Transaction fee rates from time to time publishing updates on the Fee page.

12.3. The transaction fee may vary and may be different for each individual account. The Transaction fee, other charges, as well as the charge procedure can be changed/reviewed unilaterally by El Dorado from time to time and such changes shall become effective the moment they are posted on the Site.

13. Prohibited and Illegal Uses

13.1. El Dorado reserves the right to suspend or terminate any User El Dorado Account, to report to relevant law enforcement authorities and to confiscate any available funds or cryptocurrencies available in the User account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

13.2. It is strictly forbidden to use the Account for any illegal purposes. El Dorado will report any suspicious activity to the relevant law enforcement authorities.

13.3. The User shall ensure that they do not use the Services for any transactions with regards to any services offered by El Dorado relating to:

13.3.1. money laundering, terrorist financing, proliferation of weapons of mass destruction;

13.3.2. human trafficking;

13.3.3. any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;

13.3.4. any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;

13.3.5. archeological findings;

13.3.6. drugs, narcotics or hallucinogens;

13.3.7. weapons of any kind;

13.3.8. illegal gambling services;

13.3.9. Ponzi, pyramid or any other "get rich quick" schemes;

13.3.10. goods that are subject to any trade embargo;

13.3.11. media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;

13.3.12. body parts or human remains;

13.3.13. protected animals or protected plants;

13.3.14. weapons or explosive materials; or

13.3.15. any other illegal goods, services or transactions.

13.4. The USER further agrees not to:

13.4.1. Use El Dorado services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

13.4.2. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

13.4.3. Use or attempt to use another user's account without authorization;

13.4.4. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

13.4.5. Develop any third-party applications that interact with our Services without our prior written consent;

13.4.6. Provide false, inaccurate, or misleading information; and

13.4.7. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

14. Availability of services

14.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.

14.2. Although El Dorado does its best to keep the Site up and running, all online services suffer from occasional disruptions and outages and El Dorado is not liable for any disruption or loss the User may suffer as a consequence. Thus, El Dorado does not provide any guarantees that access to the Site will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted information.

14.3. We will take reasonable endeavours to ensure that the User can normally access the Site in accordance with the Terms & Conditions. El Dorado may suspend use of the Site for maintenance and will make reasonable efforts to give the User a notice. The User acknowledges that this may not be possible in case of emergencies.

14.4. If El Dorado is unable to perform the Services outlined in the Terms & Conditions due to Force Majeure events or any other factors beyond our control, change of law or change in sanctions policy, El Dorado cannot be held responsible to the User with respect to the Services provided hereunder and for a time period coincident with the event.

15. Termination and Discontinuance of services

15.1. El Dorado reserves the right, in our sole discretion and without any liability to any User of El Dorado Website or Services, with or without prior notice and at any time, to modify, change, discontinue or terminate, temporarily or permanently, fully or partially any of our Services.

15.2. In the event of termination, El Dorado will attempt to return any Funds stored in the User Account not otherwise owed to El Dorado, unless El Dorado believes you have committed fraud, negligence or other misconduct.

16. External websites

16.1. The El Dorado Site may contain external links to third party websites on the Internet network. El Dorado does not have any control on these external websites and their content is not checked against any criteria whatsoever (e.g. authenticity, completeness, legality etc.).

16.2. El Dorado is not to be held liable or responsible for any of these external websites, which are linked from the El Dorado website with regards to the information, expressed opinions, advice or statements, advertising materials, the accessibility and any possible consequences of use of these third parties' sites, such as damages, losses, failures, and problems. You are solely responsible.

16.3. The external website has separate terms of use and policies. Before using their services, content, information or any other material on these external websites you must review their policies, rules, terms and regulation and you are solely responsible to take the necessary precautions to ensure that whatever you decide to use is free of viruses, worms, Trojan horses and other destructive items.

17. Email

17.1. Sending not encrypted email messages over the Internet network is not secure and El Dorado cannot be held liable or responsible for any damages, losses or problems that might have arisen as a result of sending or receiving such emails.

18. Jurisdiction

18.1. The Terms & Conditions shall be governed and construed in accordance with the laws of Estonia. The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of Estonia.

19. Limitation of liability

19.1. To the extent permitted by law, neither El Dorado, nor El Dorado' directors, members, employees, agents, affiliates, partners in joint ventures, suppliers or distributors will be held liable for any loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, or any indirect, special, exemplary or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the El Dorado site or the El Dorado services, or the present Terms & Conditions. Please note that some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you.

19.2. El Dorado does not make any representations or warranties that access to the site, any part of the El Dorado services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. El Dorado makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site.

20. Indemnity

20.1. By using this Site, you agree to defend, hold harmless and indemnify El Dorado and its partners (including but not limited to officers, directors, members, employees, agents and affiliates) from any action, liability, cost, expense, claim, loss, demand, damage suffered or incurred due to your indirect or direct use

of, or conduct in connection with, El Dorado websites, El Dorado services or products, any feedback you provide, your violation of the present Terms & Condition and any other El Dorado policy, or your violation of any rights of any other person or entity.

20.2. If you must indemnify El Dorado, El Dorado reserves the right, in its sole discretion, to control any action or proceeding (at El Dorado expense) and decide whether to settle it or not.

21. Amendments to the Terms & Conditions

21.1. El Dorado reserves the right to amend, add, or remove parts of these Terms & Conditions at any time and at its sole discretion. You will be notified of any changes through your Account. Upon such notification, it is your responsibility to review the modified Terms & Conditions.

21.2. Your continued use of the Site following the posting of a notice of changes to the Terms & Conditions signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the amended Terms & Conditions.

If you have any questions with respect to these Terms & Conditions, your rights and obligations arising from these Terms & Conditions and/or your use of the Site and the Services offered by El Dorado, your Account or any other matter, please contact soporte@eldorado.io. We will get back to you as soon as possible.