

## WhiteEx Terms and Conditions

These Terms and Conditions ('**Terms**') govern your use of the WhiteEx Website (<https://WhiteEx.com/>) and products and services ('**Services**'), provided by Clear White Solutions Limited, Company No. 2043789, registration address: *Intershore Chambers, P.O.Box 4342, Road Town, Tortola, British Virgin Islands* ('**WhiteEx**', '**Us**', '**We**', or '**Our**').

WhiteEx Services allows users to purchase cryptocurrency and to receive it in WhiteBIT account using the WhiteEx Cards (hereinafter '**WhiteEx Card**'). WhiteEx manages the emission, sale and service of the WhiteEx Cards (hereinafter - '**Services**').

By using WhiteEx Website (the '**Website**' - <https://WhiteEx.com/>), buying a WhiteEx Card or using any other WhiteEx Services, you agree to unconditionally accept and comply with these public electronic Terms and Conditions stated below.

These Terms govern your access to and use of the Services, Product, Website. By accessing or using the Services, buying and/or exploiting the WhiteEx, using the WhiteEx Website and/or making any purchases through it, you acknowledge that you have read and understood these Terms, and you agree to be bound by them.

You should read the entire Terms carefully before using this Website, Product or any of the Services offered by WhiteEx.

The text of these Terms is posted on <https://WhiteEx.com> and contains all the essential terms and conditions of a public offer of WhiteEx, including the conditions of use of the Services, Product and the Website.

**IMPORTANT:** By purchasing and using the Services, using the Website or any WhiteEx Services (each as defined below), you acknowledge that you have read, understand, and completely agree to these Terms. You confirm that you understand that the Terms can be updated and amended from time to time. Your continued use of the Services, Product, Website thereafter is deemed to be your agreement to and acceptance of any such changes.

If you do access or use the Website, any of the Services, use or buy the WhiteEx Card, you will be bound by these Terms. Your only recourse in the case of your unwillingness to be bound by these Terms is to stop using all of the Services, this Website or refrain from buying and using the Product.

**PLEASE READ THESE TERMS BEFORE USING THE SERVICES, WEBSITE OR PRODUCT. BY VISITING, BROWSING, USING THE WEBSITE, OUR SERVICES, AND PRODUCT, CONTACTING US YOU EXPRESS YOUR CONSENT TO THESE TERMS. BY BUYING OR USING THE WHITEEX CARD, YOU PROVIDE US WITH YOUR EXPLICIT CONSENT TO THESE TERMS.**

By starting the usage of the Website, Services, WhiteEx Card, the User expressly represents and warrants that the has reached the legal age (for individuals), has the full legal capacity to use the Services, Website, Product and that the laws of the country of the User's origin, residence and/or location do not prohibit the use of Our Services, Website, Product.

Depending on your country of citizenship and/or residence, you may not be able to use some or all the functions of the Website.

It is the User's responsibility to follow the rules and regulations of his country of residence or from which he enters and uses the Website, Product and Our Services.

**The English version of these Terms has the effect of the original and is the only valid version for interpretation.**

## **1. Terms and definitions**

In addition to the other terms defined elsewhere in these Terms, the following terms shall have the meanings ascribed to them below:

**‘Activation of WhiteEx Card’**, means a process of crediting the Funds to WhiteBIT cryptocurrency exchange User account in the amount equal to the WhiteEx Card denomination.

**‘Personal data’**, means information that identifies an individual, such as name, address, e-mail address, etc.

**‘Terms and Conditions’** (also referred to as the **‘Terms’**) - this agreement between the User and WhiteEx, that are published on the Website.

**‘Product or Card’**, means WhiteEx Card which allows users to buy cryptocurrency and to receive it in a WhiteBIT account.

**‘Website’**, means the Website WhiteEx via <https://WhiteEx.com/>, which is a platform for: 1) the provision of relevant information about WhiteEx Services, in particular, WhiteEx Cards, the terms of their purchase and exploitation, and 2) ordering WhiteEx Cards directly through the Website. Being a scope of web pages, and published content of the Website constitutes the WhiteEx intellectual property.

**‘WhiteEx Services’**, means Our services, which provide the Users an opportunity to purchase and acquire WhiteEx Cards, and further replenish the balance with the Funds on WhiteBIT user account using WhiteBIT Codes and WhiteEx management, administration, emission, sale and maintenance of such a WhiteEx Cards.

**‘WhiteBIT User Account’**, means an account registered by the User on the WhiteBIT (including registered via mobile application).

**‘Service User’**, means a fully capable person of legal age, who has a registered active User account on cryptocurrency exchange WhiteBIT, and who is not from prohibited jurisdictions\*, and has:

- 1) purchased\*\* WhiteEx Cards within the network of WhiteEx offline partners, and/or
- 2) ordered WhiteEx Cards within the Website (hereinafter – **‘User’**, **‘You’** in any forms)

*\*By using WhiteEx Car, Services, Website, the User hereby confirms that he/she is neither a citizen nor a resident of the following countries: Afghanistan, American Samoa, U.S. Virgin Islands, Territory of Guam, Iran, Yemen, Libya, State of Palestine, Puerto Rico, Somalia, the Democratic People’s Republic of Korea, The Northern Mariana Islands, USA, Syria, Russian Federation, Republic of Belarus, Republic of Sudan, Transnistria, temporarily occupied territories of Georgia, Turkish Republic of Northern Cyprus, Western Sahara, Federal Republic of Ambazonia, Kosovo, South Sudan, Canada, Nicaragua, Trinidad and Tobago, Venezuela, Myanmar, and temporarily occupied territories of Ukraine.*

*\*\*in the meaning that it may be bought from third-parties, distributors, agents, official representatives of WhiteEx, and partners both by purchase and by virtue of gift, promo action, prize, etc.*

**‘Funds’**, meaning cryptocurrencies, stablecoins, and national currencies represented on WhiteBIT.

**‘Third-parties materials’**, meaning information, products, services, and intellectual property, which are created, published, or in any other manner received from any third-parties (partners, distributors, etc.), apart from WhiteEx.

**‘Purchase point’**, means an offline network of WhiteEx trading partners.

**‘WhiteBIT’**, means centralized cryptocurrency exchange WhiteBIT (<https://whitebit.com>), which is a WhiteEx partner regarding providing the WhiteEx Cards services.

**‘WhiteBIT website’**, means <https://whitebit.com>.

**‘WhiteBIT Code’**, means a unique number - alphanumeric redeemable code, secured by password, and designed for Activation of WhiteEx Card and is used for depositing Funds to WhiteBIT User account and to transfer Digital assets between the Accounts, as described in WhiteBIT User Agreement (<https://whitebit.com/terms>).

**‘WhiteEx Card’**, which means: 1) scratch-card, or 2) electronic card — which enables crediting the Funds to WhiteBIT User account, and which contains WhiteBIT Code.

## 2. WhiteEx Card Service description

In order to activate WhiteEx Card and to credit the Funds to WhiteBIT user account, you should execute the following actions:

- upload and open WhiteBIT mobile application; or to open WhiteBIT Website;
- log in to your WhiteBIT User account (*in case you have no account, you should register on WhiteBIT*);
- go to the section ‘WhiteBIT Codes’;
- press ‘Activate Code’;
- scan a QR-code through the camera of your smartphone, or enter the code specified in the bottom of the WhiteEx Card;
- scratch the protection line, which hides the password; and
- enter the password.

After the execution of the above-mentioned actions correctly, the Funds with respect to the WhiteEx Card denomination and the amount shall be credited to the main balance of the WhiteBIT User account.

Users are prohibited from any usage of WhiteEx Card, except for the purposes described herein. Any illicit and unlawful actions with respect to WhiteEx Service or its partners are prohibited.

From the moment of WhiteEx Card receipt, the burden of responsibility for the safety of both WhiteEx Card and data contained shall be born by the service User; We strongly recommend not to disclose or otherwise notify any other third parties as of the data contained in the card (passwords, codes, QR, etc.).

By purchasing or using WhiteEx Card, and/or using the Service, Website, you understand that WhiteEx Card is not a payment tool or payment means, and cannot be used for the execution of money transfers or payments outside of WhiteBIT.

Regardless of the way you received the WhiteEx Card, you should check the integrity of the protection line of the Card. The Card with damaged protection line may be already used, and, therefore, invalid for further usage.

WhiteEx Card may be exchanged for another Card of the equal denomination in case it has mechanical damages. Already activated Cards or Cards with damaged protection lines can not be exchanged or returned.

### **3. WhiteEx Cards Purchase**

The User can purchase the WhiteEx Card within the following methods:

#### **1). Purchase the Card within the Purchase point**

In case if you purchase the Card directly from the Purchase point — you then make a purchase agreement directly with one of our official offline retail partners ('**Retail partners**'). We then provide you only with supporting information about the Services, activation instructions, but we are not the party to the purchase agreement in that case.

The physical WhiteEx Card can be bought from one of the official WhiteEx Retail partners, the list of which is displayed on the Website, as well as it may appear on the WhiteEx's official social media pages (*Instagram, Twitter, Facebook, Telegram channel, etc.*).

WHEN ACQUIRING WhiteEx CARD WITHIN THE PURCHASE POINT, YOU MUST INDEPENDENTLY CHECK THE PHYSICAL INTEGRITY OF THE CARD, SCRATCH CODE, AND ALSO RECEIVE CONFIRMATION OF THE PURCHASE CARD (SALES RECEIPT, STATEMENT OR ANY OF THE OTHER OFFICIAL CONFIRMATION OF SUCH A PURCHASE).

The User has to refrain from purchasing a WhiteEx Card from any third-parties that are not Retail partners of WhiteEx. Such a purchase may entail possible risks associated with fraud and, as a result, the irretrievable loss of User's funds.

***WhiteEx is not responsible for the integrity and content of WhiteEx Cards purchased from third-parties that are not Retail partners of WhiteEx.***

#### **2). Order of the WhiteEx Card within the Website**

There is no registration required on the Website. User can choose the form of the WhiteEx Card, which he prefers to receive, in particular:

1) ***electronic card*** (in this case User will receive the activation code to his email upon the successful completion of the purchase), or

2) ***physical plastic scratch-card*** (in this case the physical plastic card will be sent to User by post. The terms and conditions for such Services will be displayed in the order Form.

To purchase WhiteEx Card, the User shall create an order by means of completing the following data in the relevant order form, accessible on the Website, in particular:

- choose the amount of USDT (interested nominal value of the WhiteEx Card);
- accept the conditions of these Terms and WhiteEx Website Privacy Policy;

- provide correct email address (to which the confirmation of the order will be sent, as well as the activation code — for electronic cards);
- provide your name, phone number and details of the post office point (in case if User chose the delivery of physical plastic scratch-cards);
- details of your payment bank card. Please be aware, that WhiteEx does not store and/or gets access to your financial details, including, but not limited to the bank card number, date of issue, security codes of your banking data (CVV); this information comes directly to the payment provider in order to initiate and complete the payment transaction. You will be redirected to the payment service provider's Website that will execute the payment method of your choice.

Upon filling the above-mentioned data and pressing the payment button within the time frame specified on the Order page, the Order is processed. The Order enters into force from the moment of successful payment executed by the User, about which the User receives an email confirmation with the details of the Order as well as an electronic card with WhiteBIT code.

Please note that usually such an email arrives instantly, but due to circumstances beyond our control, the delivery may take up to 1 (one) hour. Such delays may be due to both technical delays and delays associated with the Internet, as well as delays in the provision of financial services, which are rendered by third-party financial institutions.

User is solely responsible for the correctness of data provided. User shall also be aware, that after completing the Order form there is no opportunity to change/modify any data provided, i.e., it is impossible to change the data filled after submitting the Order form. In such cases, the User himself/herself bears responsibility for his/her inaccurate and incorrect actions and also carries the risk of losing Funds.

WhiteEx will not make any refunds due to inaccuracies in the data provided in the Order Form.

User shall be aware that he/she can use a WhiteEx Card only once and with respect to the full nominal value of the WhiteEx Card; no partial use of nominal value shall be permitted.

**Please note that at the time of receipt (purchase) of the WhiteEx Card (*purchase of a physical card within the Purchase point or electronic WhiteEx card by email*) WhiteEx Services are considered to be provided in full.**

**The User hereby acknowledges that at the moment of Activation of WhiteEx Card (*crediting the Funds to WhiteBIT User Account in the amount equal to the WhiteEx Card denomination after the activation of WhiteBIT Code*), such activation is final and non-refundable; it cannot be a subject to any compensations and/or chargebacks initiated by the User through their card issuer bank or any associated entity.**

In the event of any issues or difficulties related to the activation of the WhiteBIT code provided in the WhiteEx Card, the User has to contact WhiteEx via [info@whiteex.com](mailto:info@whiteex.com) directly. Each such case will be considered on a case-by-case basis within a reasonable time frame.

**The User understands that WhiteEx is neither a cryptocurrency exchange, blockchain/cryptocurrency payment processor, nor a provider of cryptocurrency custody as part of the Services.**

While using WhiteEx Website or the Services, the User may be separately offered additional services, products or promotions by third-parties. If he/she decides to use any of these third-party services, the User does

so at his/her own risk and is solely responsible for reviewing, understanding and complying with the associated terms and conditions.

We expressly disclaim any liability for third-party services and are not responsible for the performance of third-party services or products.

## **5. Intellectual Property**

All the components of WhiteEx Service (program code, texts, graphics, commercial names, registered or unregistered trademarks, and other intellectual property, which the Website contains) are fully owned by WhiteEx and protected by intellectual property protection laws (including, but not limited to all the exclusive proprietary and moral intellectual property rights to the mentioned objects).

Commercial usage in any manner of any materials or elements of the Service without written consent from WhiteEx is restricted. You further acknowledge that any other use of content from the Website is strictly prohibited, and the User agrees not to infringe or enable others to infringe Our intellectual property rights.

Third-party materials are published on the Website based on the appropriate license agreements between the owners of such materials and WhiteEx, therefore, such materials also cannot be used by the User without reasonable legal ground. WhiteEx is not responsible for the content of third-party materials published on the Website. As well as, We are not responsible for any content about WhiteEx, published by third parties.

All trade names, company names, trademarks, service marks and other WhiteEx names constitute its proprietary marks, protected by law and shall not be copied, imitated or used, in whole or in part, without the prior written consent of WhiteEx.

These Terms do not grant Users any rights in respect of any such trademarks.

The User confirms that he/she understands and agrees that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that he/she provides or makes available to WhiteEx arising from or related to his/her use of the Services shall become WhiteEx exclusive property and may be used by WhiteEx to modify, enhance, maintain and improve the Services without any obligation or payment to the User whatsoever.

The User accepts and acknowledges that the materials and content of Our Services, Product, Website are made available to him/her solely for the purposes described herein.

## **6. Security**

The User agrees that he/she is solely responsible for the accuracy of the data he/she provided to Us while completing the Order form, as well as for all the actions associated with his/her usage of the WhiteEx Card. The User also agrees that he/she is solely responsible for safeguarding his/her data or WhiteEx Cards from loss, theft, compromise or unauthorized access.

The User acknowledges and agrees that provision of Services may be transmitted or facilitated through third party facilities or/and services or common carriers, including without limitation the Internet, post services etc. While we will implement and maintain commercially reasonable security measures designed to safeguard Services, it may be possible for third parties to corrupt or interfere with the same.

## 7. Warranty Disclaimer

WhiteEx Cards and Services exist within the framework of the virtual currency, which itself carries significant risks associated with virtual currency markets, transactions, investments (investment/asset management services), etc.

Nevertheless, We are responsible for the correctness of the code on WhiteEx Cards (if it was not compromised in case of damage to the Card or scratch line), as well as for the quality of our Services, including WhiteEx Support Services.

The User acknowledges and agrees that his/her use of the Services, Website and WhiteEx Cards is at his/her sole risk. We provide the Services on an 'as-is' and 'as-available' basis and, to the maximum extent permitted by applicable law, We disclaim all representations, warranties and conditions regarding Our Services, Product, Website thereof, including without limitation any warranties or conditions of quality, durability, fitness for a particular purpose, non- infringement, title, quiet enjoyment or quiet possession and those arising by statute or in law, or from a course of dealing or usage of trade.

We cannot and do not warrant that the Services and Product will meet your requirements or expectations, will operate without interruptions, that they will be error-free, virus-free, that the results obtained from their use will be timely, accurate, reliable or current or that any or all deficiencies can be found or corrected.

WhiteEx makes no representations or warranties regarding the timeliness, accuracy or completeness of any Data or other information on the Website or results the User receives when accessing or using the Website. WhiteEx does not bear any responsibility for claims related to any software, technology or equipment, the Website, existing technology, Data or any other information, materials, or the fact that the WhiteEx meets the User's requirements or that access to it must be continuous, timely, safe, complete, accurate, free from errors and defects.

We do not warrant that Our Website will work smoothly without any failures in operation or bugs, but we will do everything possible to fix all the arising issues in reasonable terms. The User also acknowledges that the software and equipment he/she uses may not support certain functions of the Website.

The Website may contain links to third-party(ies) websites and direct the Users to other websites. Such websites are not under control of WhiteEx; furthermore, publication of links does not mean that WhiteEx approves such websites. WhiteEx does not provide any warranties or representations and does not bear any responsibility with regard to the accuracy, content, Terms, Privacy Policy, legality, reliability, perception, relevance, compliance with moral standards and other aspects related to such websites.

External websites that are mentioned on the Website have separate and independent terms and conditions of use and related policies. We ask the Users to familiarize themselves with the rules, policies, terms and conditions of each website they visit. The User must take precautions to make sure that everything he/she chooses to use is free from viruses, worms, Trojan horses and other malware.

We are not obliged to review the completeness, accuracy or any other aspect of any information provided or processed through or using the Services.

We shall not be liable, and assume no responsibility, for any loss or damages arising from or in connection with:

- any access, inability to access, delay, fault or failure of the Services resulting directly or indirectly from your or any public, peer-to-peer or third-party hardware, software, service, service provider, network, information, User or computing resource (including without limitation any delay, fault, error or failure in any transactions or the confirmation of any transactions, including those arising from failures in publication of blocks, network connectivity issues or changes in the standards, procedures or protocols);
- any other act or omission of any third-party.

We cannot represent or warrant that Services will be secure or securely processed at all times. The User has to understand that he/she is solely responsible for all transactions, including without limitation the terms, validity, performance, consummation or any other aspect of any related transaction.

**WhiteEx does not accept or process any requests or applications for any chargebacks, compensations, refunds of the funds and/or any cancellation of the purchased WhiteEx Cards from anyone, after the Activation of WhiteEx Card.**

In the event of your card sustaining damage that renders it unusable, we will facilitate a replacement with a similar card. You may initiate this process by submitting an application to WhiteEx via email [info@whiteex.com](mailto:info@whiteex.com).

The User agrees that, to the maximum extent permitted by applicable law, our aggregate liability arising from or related to these Terms in any manner will be limited to direct and approved damages not to exceed: the amount he/she have paid to use the Services for the 30 (thirty) day period immediately preceding the cause of action.

To the maximum extent permitted by applicable law, in no event shall We be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of revenue, profits, or expected savings, business interruption, loss of privacy, loss of data or information or other pecuniary or intangible loss) arising out of these Terms or inability to use Services, Website and/or WhiteEx Cards, even if We foresee or have been advised of the possibility of such damages.

In case if User's jurisdiction does not allow some or all of the exclusions or limitations of liability set forth in these Terms, such limitations, exclusions and disclaimers may not apply to him/her.

The User will indemnify and hold Us harmless from and against all damages arising from or related to:

- his/her breach of these Terms; and
- third-party claims arising from or related to the User's acts, omissions or transactions.

The User acknowledges and agrees that We may subcontract our obligations under these Terms and may use third parties to provide equipment, software and services used to operate and provide the Services.

On the execution date of these Terms and on the date of each using of the Services/Product/the Website, the User represents and warrants to WhiteEx and agrees in favor of WhiteEx, its affiliates and their Representatives that:

- The User has reviewed all the documents (including those published on the Website) provided to the User in connection with the Services, Product and the Website, and the User understands and agrees that using the Services, Product provided by WhiteEx will be governed by these documents as amended from time to time.



- The execution of these Terms and performance of all obligations contemplated under these Terms have been duly authorized by all necessary action by the User;
- All information provided by the User to WhiteBIT, including, but not limited to, the information provided by the User in his/her Account, is reliable, accurate and not misleading.

## **8. User's Personal Data**

Rules for the collection, storage and protection of Personal data received by WhiteEx from the Users are governed by the WhiteEx Website Privacy Policy (<https://whiteex.com/>). Please refer to this document.

## **9. Confidentiality and disclosure of information**

The User agrees not to disclose any Confidential information relating to WhiteEx or its affiliates received in connection with the conclusion of these Terms or any investigation conducted in connection with these Terms and, if applicable, the User will also ensure the performance of this obligation by his/her representatives, officials, employees and consultants, to whom such information has been disclosed. Obligations stipulated by this section do not apply to Confidential information which:

- *was lawfully in the User's possession prior to the entering these Terms;*
- *voluntarily disclosed to the User by third parties if such Persons do not breach any obligations not to disclose such information;*
- *voluntarily released by WhiteEx;*
- *is already known to the public.*

WhiteEx will not share or otherwise transmit information about the Users and/or potential users of the Website and/or the Services, Product, except for its Representatives, the appropriate employees (in accordance to the applicable personal data protection Laws and regulations) in the ordinary course of WhiteEx's activities.

WhiteEx may also transfer the User's Personal data to the law enforcement agencies, data protection authorities, government officials, Governmental authorities if:

- *this is required by Law;*
- *this is required by Governmental authorities on the basis of a subpoena, court order or decision or other legal procedure;*
- *WhiteEx believes that such disclosure is required to prevent losses or financial loss;*
- *disclosure is necessary to report alleged illegal activity;*
- *disclosure is necessary to investigate breaches of these Terms or any applicable Law.*

## **10. Indemnification**

The User agrees to defend, indemnify and hold harmless WhiteEx, its affiliates and relevant employees, officers, directors and shareholders against all and any losses from property damage as a result of personal injury, death or other injuries resulting from negligence or misbehavior of the User or any Person, for whom the User is legally liable.

The User agrees to defend, indemnify and hold harmless WhiteEx against any losses, damage, expenses, claims, litigation, fine, including court expenses incurred by, WhiteEx which are a direct or indirect consequence of:

- the User's misuse of the Website/the Services or the User's use of the Website/the Services;
- the User's inability to fully and timely perform any of his/her obligations under these Terms, including the User's failure to perform obligations related to any Transaction or Order;
- any of the User's representations or warranties provided in accordance with these Terms is or has become false or incorrect;
- any violation by the User of any Law, rule, regulation or third party rights;
- using the Website, the User's Account by any other Person (except the authorized Representative of a legal entity), using the User's password or any other User's Account data (credentials) regardless of whether it was done with or without the User's knowledge.

## **11. Notices**

Except as expressly stipulated by these Terms and the applicable Law, all notifications, messages and documents related to fulfillment by the WhiteEx and the User of the obligations arising out of these Terms shall be sent and considered received by the Parties if they are e-mailed from the authorized address of one of the Parties to the authorized address of the other Party. Authorized addresses are:

- for the User: e-mail address or postal address, specified by the User in the Order form during the purchase of the WhiteEx Card, or during the provision of WhiteEx Services, or during communications with WhiteEx;
- for WhiteEx: the appropriate e-mail address, specified on the Website or postal address of the company, managing the Website, specified on the Website.

WhiteEx may provide the User through the Website with information, notifications and confirmations regarding the Services, the Product or/and the Website, and the use thereof. Such information, notifications and confirmations shall be deemed received by the User as soon as they become available to the User through the Website.

WhiteEx social media (*Facebook, Telegram, Twitter, Medium, etc.*), links to which are indicated on the Website home page and in the footer, are also WhiteEx official means of communication.

## **12. Entire Terms, Updates and Severability**

These Terms and any other documents referred to in it constitute an entire agreement between the Parties and supersede any previous agreements, stipulated terms and conditions or agreements between them relating to the subject matter of these Terms. Each of the Parties acknowledges that when concluding these Terms, it does not rely on any statements, representations or warranties ('representations') of any Person (regardless of whether it is a Party of these Terms), except as expressly specified in these Terms or other documents specified in these Terms.

WhiteEx is entitled to unilaterally update these Terms, Website Privacy Policy, any other policies and procedures, or any other terms and conditions by posting revisions on our Website from time to time without prior notice or liability and any additional notification to the Users.

With each subsequent visit to the Website before using the Services, the User shall familiarize himself/herself with a new version of the above documents. Continued use of the Website and/or the Product, will mean the User's acceptance of the terms and conditions of a new version of the mentioned above documents.

We may also change, augment, improve, update, enhance, modify, discontinue, remove features from, or impose limitations or restrictions on Services or alter the design, construction, functions and features thereof from time to time without prior notice or liability. If you do not agree with any such changes, your sole and exclusive remedy is to terminate your use of our Services. In addition, please note that these changes will not affect already purchased/used WhiteEx cards and/or Services provided.

If any provision of these Terms is or becomes (whether or not it is such on the basis of any decision or otherwise) invalid, illegal or unenforceable in any way in accordance with the applicable Law the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

If any court or Governmental authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part thereof shall be considered deleted to the necessary extent, and this shall not affect the validity, legality, and enforceability of the remaining provisions of these Terms.

### **13. Applicable Law, Dispute Resolution**

You agree that all claims, disputes or disagreements of any nature whatsoever arising from or relating to these Terms, the Services or Us ('**Dispute**') will, at our sole option, be settled by the law of the British Virgin Islands ('**Applicable Law**').

Any dispute between you and Us, should be resolved initially through negotiations within 30 (thirty) business days. If a dispute was not resolved by negotiations, it should be referred to and finally resolved by the competent court under the law of the British Virgin Islands.

### **14. Force Majeure**

If performance of any of our obligations is prevented, restricted, or interfered with, by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers, war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond Our reasonable control, We will be excused from such performance to the extent of such prevention, restriction or interference.