

Please read this User Agreement carefully before clicking the "I Agree" button at the bottom of the page. By clicking this button and using the Site's functionality in another way, you confirm that you have read the rules of this Agreement in full and express your consent to the terms of this User Agreement (including the Site's Privacy Policy) and accept the Agreement (Offer).

If you do not agree with the terms of this User Agreement, the Site's Privacy Policy or the terms of the Agreement (Offer), click the "Back" button at the bottom of the page or close the active window (tab) of your browser to stop using the site.

User Agreement

1. General provisions

1.1. This "User Agreement" is a set of rules establishing the procedure for using the Site located on the Internet at <http://cryptoenergy.io/> (hereinafter referred to as the Site) and regulating relations between the Site Administration and the physical (legal) person (User). User Agreement is a public offer and its acceptance by the User is expressed by confirming agreement to it in the manner prescribed by <p. 1.5> of the User Agreement.

1.2. The following terms and definitions are used in this document and the Parties' relations resulting therefrom or in relation to it:

Site's Administration is the owner of exclusive rights to use the Site, including its software and databases, information materials, the graphic images comprising the user interface elements, other objects of the Site protected by existing law, and the Site design governing the Site, and other activities related to its use.

Account is the User's personal area, a part of the user interface provided by the Site during the registration procedure.

Authentication is the process of identifying the User within the Site's framework through the data provided (login and password) in order to recognize the User and his actions on the Site.

Basic asset is ESPO crude oil supplied according to the terms of the FOB Kozmino. The Russian code of the foreign economic activity commodity nomenclature (TN VED) is 2709009009. The current price of ESPO grade oil is taken from the data Oilprice.com as of the date of the last publication. Prices are assessed on an FOB basis and reflect cargoes, normalized to 100,000 mt., loading 15 to 75 days ahead from date of publication. The API indicator for the ESPO is 34.8 degrees, with a sulfur content of 0.58-0.65%. One metric ton of ESPO oil contains 7.39 barrels of oil.

Holder is the physical or legal person, who is the primary purchaser or is receiving the CryptoEnergy token through the right to re-assignment.

Agreement (Offer) is an unnamed contract between the Company (the CryptoEnergy token issuer) and the Purchaser, under which one party, the CryptoEnergy Token Issuing Company, undertakes to deliver the goods or redeem the token in the manner specified in the Agreement (Offer), and the other party, the Purchaser, undertakes to pay for the token and receive the goods or the token payment according to the price and manner specified in the Agreement (Offer).

Identification form is the KYC form (hereinafter referred to as the Form) filled in by the token purchaser on the Site. The identification form is an integral part of the Agreement (Offer).

User is a capable physical or legal person, who has entered into this User Agreement on their own.

Purchaser is a physical or legal person purchasing the CryptoEnergy token from the Company according to the terms and conditions specified in Agreement (Offer) and the User Agreement.

Purchaser register is a collection of data on the individuals and legal entities holding the tokens.

Registration is a free, User-initiated procedure for completing the identification form.

www.cryptoenergy.io site is a set of computer programs and other information contained in the information system, access to which is provided through the information and telecommunication network Internet, using the network address [http:// cryptoenergy.io](http://cryptoenergy.io). The site contains a public offer, a User Agreement and an Identification form of CryptoEnergy token purchasers, as well as other forms and information materials.

CryptoEnergy token is a digital financial asset issued by the legal entity of Tarex Business Ltd using cryptographic means and certifying the investor's (physical or legal person's) right to demand the transfer of the basic asset from Tarex Business Ltd or redeem the token in due time and for the amount specified in the Agreement (Offer) (hereinafter referred to as the Token). The CryptoEnergy token is a digital certificate regarding the option agreement conclusion, but it is not a security.

KYC requirements are requirements established by the token issuing Company for the token Purchasers, including identification, i.e. the provision of the information required by the Company in the form posted on the site. The Company undertakes to protect personal data and store it in the Purchaser register according to the manner and terms specified by the User Agreement.

Conventional cryptographic unit is a digital asset (Bitcoin (BTC), Ethereum (ETH), etc.) expressed in the form of a cryptographic algorithm within a decentralized distributed database (blockchain); its value is determined by the parties in accordance with Agreement (Offer) and the User Agreement.

Digital wallet is a crypto-currency depository ensuring the security of the funds and allowing their operation. In the physical sense, the digital wallet is a program that maintains private and public keys and that interacts with different block chains to let the user send and receive the digital currency and control its balance.

Each electronic wallet is assigned its own unique number (address), which is used as payment requisites. The wallet's address is a classic identifier containing 40-44 randomly generated digits and letters from the Latin alphabet, which comprise the individual identifier for a particular user.

The issuer of the CryptoEnergy token is Tarex Business Ltd (hereinafter referred to as the Company or the Issuer), which issued tokens as assets, certifying the Company's obligations to token Holders within the deadline established under Agreement (Offer) and order for tokens' repayment, in other words, exchanging a token for the underlying asset or paying its current value.

1.3. This User Agreement regulates the use of the Site cryptoenergy.io (hereinafter referred to as the Site) by the Users, including the rules for the purchase and repayment of CryptoEnergy tokens.

1.4. Use of the Site by the User is possible only if the User does not violate the legislation of the British Virgin Islands and the country of his residence.

1.5. By clicking the button "I agree with the User Agreement terms", using the Site in another way, as well as its particular functions, completing the Form and sending the Offer, as well as going through the Registration procedure, the User agrees with the terms of this User Agreement and fully accepts these terms, ensuring and guaranteeing that:

1.5.1. The User has carefully read and understood this User Agreement;

1.5.2. In accordance with applicable law, the User has the right to enter into a contractual relationship under this User Agreement and there is nothing limiting the User's legal capacity;

- 1.5.3. The User guarantees that he knows the basic principles of operations involving the tokens, conventional cryptographic units and electronic money, and has the right to perform transactions with them under the laws of his own country;
- 1.6. The Site's Administration provides the User with access to the Site and the possibility of using it. The User agrees to use the Site in accordance with the terms of this User Agreement.
- 1.7. The current version of the User Agreement is located on the Site at [http:// cryptoenergy.io](http://cryptoenergy.io). The User Agreement can be changed by the Site's Administration without giving any special notification by posting the new version of the User Agreement in the same place – it would come into effect from the moment of its posting on the Internet or from the moment of its delivery to the User in another convenient form, unless otherwise provided by the new version of the User Agreement.
- 1.8. The User who does not agree with the terms of the current version of the User Agreement, either entirely or partially, is obliged to either click the "Back" button at the bottom of the page, close the active browser window (tab), or immediately stop using the Site in another way.
- 1.9. Violation of the User Agreement by the User may lead to terminating or restricting the User's access to the Site without prior notification.

2. Subject of the User Agreement

- 2.1. In accordance with this User Agreement, the Site's Administration provides the User with access to the Site in the volume and manner determined by this User Agreement.
- 2.2. Services of the Site:
 - 2.2.1. The site provides the following services free of charge:
 - 2.2.1.1. Monitoring the rate of the CryptoEnergy token. The rate of the CryptoEnergy token is changed daily at midnight for time zone UTC-4 coordinated universal time.;
 - 2.2.1.2. Assistance with creating the digital wallet;
 - 2.2.1.3. Identification of users by filling in the identification form provided by the Site.
 - 2.2.2. The list of the Site's services does not include:
 - 2.2.2.1. Verification of the veracity, accuracy and completeness of the information provided by the User;
 - 2.2.2.2. Control over the User's legal capacity.

3. General rights of the User

- 3.1. The User has the right to:
 - 3.1.1. Access the Site in accordance with the terms of this User Agreement;
 - 3.1.2. Register no more than one Account without violating the terms of the User Agreement and the Privacy Policy;
 - 3.1.3. Create a digital wallet;
 - 3.1.4. Contact the Site's Administration in writing to obtain advice on the site's technological aspects.

4. General obligations of the User

4.1. The User is obliged to:

- 4.1.1. Comply with the terms of this User Agreement appropriately;
- 4.1.2. Provide complete and reliable data necessary to identify the User on the Site, complete the form, open the digital wallet, and provide additional information, explanations and other information upon the requests of the Site's Administration;
- 4.1.3. Appeal to the Site's technical support service in the case that the data necessary for using the Site (login, password) is lost and/or compromised, and also in the case that the User's Account has been illegally accessed by third parties;
- 4.1.4. Get acquainted with the changes and additions to this User Agreement;
- 4.1.5. Not disrupt the Site's operation by interfering with its software or hardware, as well as distorting the parameters and data transmitted to the Site;
- 4.1.6. Ensure personal data security against third-party access;
- 4.1.7. Update the personal data provided during the registration in the case that it changes;
- 4.1.8. Not share his account and/or account login and password with third parties.

5. General rights of the Site's Administration

5.1. The Site's Administration reserves the right to:

- 5.1.1. Require the User to provide the information necessary for his identification;
- 5.1.2. Restrict the use of the Site by the User or block him in the case that the User Agreement or Agreement (Offer) terms have been violated, without the need to provide the reason thereof;
- 5.1.3. Not provide access to the Site in the case that the User fails to provide the information necessary for his identification;
- 5.1.4. Provide law enforcement and government authorities with information about the Users' actions within the use of the Site upon their request;
- 5.1.5. In the case of suspicious actions on the part of the User when completing the Form and signing the Agreement (Offer), suspend the completion and execution of such Forms and Agreement (Offer) until the reasons for these actions are clarified in order to avoid potential damage from hacker attacks;
- 5.1.6. Deny the provision of services to any User without providing explanation.
- 5.1.7 Create, modify and revoke the Site using rules at its own discretion.

6. General obligations of the Site's Administration:

6.1. Site's Administration is obliged to:

- 6.1.1. Provide the User with access to the Site if the User complies with the terms of this User Agreement;
- 6.1.2. Provide the User with information on the execution status of Agreements concluded with other Users.

7. Terms of using the Site

- 7.1. The User's authentication on the Site is carried out by means of the login and password received during the Registration.
- 7.2. The CryptoEnergy tokens are purchased by the Users according to the Agreement (Offer) concluded between the User and the Company. The Site provides the User the Form to fill in, which is an integral part of the Agreement (Offer).
- 7.3. Users shall purchase or expropriate conventional cryptographic units according to the Agreement concluded between the Users. The Site provides the User with the Form to fill in, which is an integral part of the User Agreement.
- 7.4. The data provided by the User while completing the Form is directly used when accepting the Offer.
- 7.5. When filling out the Form on the Site, the number of tokens to be purchased is specified.
- 7.6. The User decides on the number of tokens to be purchased independently.
- 7.7. The User receives information about the progress of his Agreement's execution, as well as possible changes in its terms and conditions, using the appropriate user interface on the Site.
- 7.8. The agreement is executed by transferring the purchased tokens to the User's digital wallet.
- 7.9. When completing the Form and executing the Agreement, the User must pass the KYC procedure, established by the Site, and comply with other requirements established by legislation on combating illegal money laundering.

8. Additional terms

- 8.1. The exchange rate for the Electronic Asset is fixed by the Site for no more than 20 minutes from the moment that the Offer is sent by the User. If the User makes the payment after the 20-minutes period has expired, the Site automatically updates the exchange rate and blocks the possibility of accepting the Offer.
- 8.2. In the case that an Offer has been blocked, the Form must be filled out again and the Offer sent according to the current rate of the conventional cryptographic units.
- 8.3. Using the Site for fraudulent and illegal operations is prohibited.

9. Loyalty of the Site

9.1. Risks and guarantees:

- 9.2. While completing the Form, sending the Offer and final conclusion of the Agreement, the User confirms that he legally owns and manages the conventional cryptographic units for performing the corresponding operation;
- 9.3. The Site's Administration guarantees the User that his Agreement can be executed.
- 9.4. The User understands that any operations with conventional cryptographic units are irreversible. The return of assets received under the Agreement (Offer) is possible only upon the Agreement's termination.
- 9.5. Any operation involving conventional cryptographic units can be terminated by the Site unilaterally without the need to provide an explanation.
- 9.6. The User uses the Site as it is at his own risk.

- 9.7. The User personally bears the risk of disclosing the data necessary for his identification, accessing the Account on the Site or entering a digital wallet. The Site's Administration is not responsible for third parties' actions involving the information disclosed at the User's own fault.
- 9.8. The User independently bears the risks associated with the use of the Site in those states where actions similar to using the Site, including the use of conventional cryptographic units, are prohibited or restricted.
- 9.9. By accepting the terms of this User Agreement, the User guarantees that the funds used by him have been received in compliance with all laws of the British Virgin Islands and the country of the User's residence. The User complies with the anti-laundering legislation. The User's income is not income received from illicit drug trafficking, criminal and/or terrorist activities, trading with countries embargoed by international organizations or through any other illegal activity.
- 9.10. The User guarantees that he will not use the Site for fraudulent or illegal operations.

10. Responsibility of the parties

- 10.1. The Parties are liable for the non-performance or improper performance of the obligations under this User Agreement, in accordance with the current legislation of the British Virgin Islands.
- 10.2. The User is personally liable for the payment of all taxes accrued as a result of or due to Agreements concluded with other Users of the Site, in accordance with applicable law or current taxation practice.
- 10.3. The Site's Administration does not provide the User with information or recommendations regarding tax liabilities and it does not notify the User of changes in the volume of tax liabilities, tax laws or current taxation practice and is not liable for this.
- 10.4. The Site's Administration is not responsible for any User's losses caused by failures, errors or malfunctioning of the software and/or hardware supporting the operation of the Site cryptoenergy.io for reasons beyond the control of the cryptoenergy.io Site's Administration.
- 10.5. The Site's Administration is not responsible for any User's losses caused by hacking or hacker attacks on the Site.
- 10.6. The Site's Administration is not responsible for any User's losses caused by third parties' illegal actions.
- 10.7. The User bears all responsibility for the reliability of the information he has provided when completing the Form and sending the Offer. If the User has not indicated or has incorrectly indicated the personal data or payment details, the Site's Administration shall not be liable for any User's losses incurred due to the error.

11. Force majeure

11.1. The parties are exempted from liability for the partial or complete failure to perform obligations under this User Agreement if this failure is a consequence of force majeure circumstances arising after this User Agreement's conclusion due to emergency situations that the Parties could neither foresee nor prevent. The circumstances specified in this paragraph include, among others, natural and industrial accidents, fires and floods, other natural disasters, prohibitions and restrictions by state authorities, military actions and civil unrest, terrorist acts, and failures of electronic equipment and means of communication, which are extraordinary and unavoidable for the parties in this situation.

11.2. In the case that the circumstances mentioned in paragraph 11.1 of this User Agreement occur, the time allowed for the Party to fulfill his obligations under this User Agreement shall be extended proportionally to the time that these circumstances and (or) their consequences exist.

12. Dispute settlement

12.1. All disputes related to the conclusion, interpretation, execution and termination of the User Agreement shall be resolved by the Parties through negotiations by sending corresponding claims and receiving responses within 30 (thirty) days from the date of delivery. The claim must contain an indication of the relevant violation, a brief description of its subject and legal justification.

12.2. If dispute resolution through negotiations is impossible, the dispute shall be resolved in court according to the jurisdiction of the Site's Administration location.

12.3. The law applicable under this User Agreement is the law of the British Virgin Islands.