

Numisstaxx Terms and Conditions

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AGREEMENT TO OUR LEGAL TERMS

We Numis Staxx AG, are doing business as numisstaxx ('Company', 'we', 'us', or 'our'), a company registered in Switzerland at Aegeristrasse 40, Zug 6300.

We operate the website <http://www.numisstaxx.com> (the 'Site'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

We provide a platform to create and share digital coin archives and create, share, and sell digital certificates of authenticity of modern and historic coins.

You can contact us by phone at (+41) 78 333 6468, email at info@numisstaxx.com, or by mail to Aegeristrasse 40, Zug 6300, Switzerland.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and Numis Staxx AG, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

User will receive a notification about Term & Conditions changes in their numisstaxx' user account.

The Services are intended for users who are not a minor in the jurisdiction in which you reside.

Persons who choose to access the Services from other locations than Switzerland do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

We recommend that you print a copy of these Legal Terms for your records.

Intellectual Property

Our intellectual property

We are the partial owners together with our service providers of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the owner of trademarks, service marks, and logos contained therein (the 'Marks').

Your use of our services

Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section below, we grant you a non-exclusive, non-transferable, revocable licence to: access the Services; and download or print a copy of any portion of the Content to which you have properly gained access.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

You are responsible for what you post or upload: You confirm that you have read and agree with our 'PROHIBITED ACTIVITIES' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading; to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution; and warrant that you have the necessary rights and licences for your uploads, posts, and coins.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

User Registration

You are required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Products

All products and services are subject to availability. We reserve the right to discontinue any products and services at any time for any reason. Prices for all products and services are subject to change.

Purchase and Payment

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Bank Transfer

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Swiss Francs, US dollars or Euros.

You agree to pay all charges at the prices then in effect for your purchases, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

Refunds Policy and Termination

All sales are final and no refund will be issued.

The user of the Services can cancel/ terminate the membership 3 months prior annual renewal.

Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available.

As a user of the Services, you agree not to:

Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

Use any information obtained from the Services in order to harass, abuse, or harm another person. Make improper use of our support services or submit false reports of abuse or misconduct.

Use the Services in a manner inconsistent with any applicable laws or regulations.

Engage in unauthorised framing of or linking to the Services.

Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

Delete the copyright or other proprietary rights notice from any Content.

Attempt to impersonate another user or person or use the username of another user.

Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').

Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.

Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.

Use a buying agent or purchasing agent to make purchases on the Services.

Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.

Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.

Sell or otherwise transfer your profile.

Service Management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

Privacy Policy

We care about data privacy and security. Please review our Privacy

Policy: https://numisstaxx.com/resources/pdf/privacy_policy.pdf. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Switzerland. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Switzerland, then through your continued use of the Services, you are transferring your data to Switzerland, and you expressly consent to have your data transferred to and processed in Switzerland.

Compliance and Law Enforcement

Know Your Customer (KYC)/ Know your Business (KYB) and Anti Money Laundry (AML):

Compliance and diligence have high priority for Numis Staxx AG's business conduct. KYC/ KYB and AML screenings are processed by a specialized service provider (SYNAPS SAS). Numis Staxx AG is not responsible nor actionable for results of user's KYC/KYB and AML checks.

Cooperation with law enforcement: Numis Staxx AG complies with laws and regulations regarding data privacy and protection. This obligation shall not include the disclosure of

documents and information which is required by legal authorities through the application of laws and regulations.

Term and Termination

These Legal Terms shall remain in full force and effect while you use the Services. Without limiting any other provision of these legal terms, we reserve the right to deny access to and use of the services (including blocking certain IP addresses), to any person for any reason, including without limitation for breach of any representation, warranty, or covenant contained in these legal terms or of any applicable law or regulation.

If we terminate or suspend your account for breaches or legal reasons, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modification and Interruptions

We reserve the right to change, modify, or remove the Services at any time or for any reason at our sole discretion. The user will be notified prior to changes. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These Legal Terms are governed by and interpreted following the laws of Switzerland. Numis Staxx AG and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Zug, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in Switzerland, or in the EU country in which you reside.

Dispute Resolution

Any disputes resolutions will be under Swiss jurisdiction.

Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

Disclaimer

We make no warranties or representations about the accuracy or completeness of the services' content of any website or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content

and materials and damages, of any nature whatsoever, resulting from your access to and use of the services.

Limitations of Liability

In no event will we or our directory, employees, or agents be liable to your or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount of paid, if any, by you to us during six (6) month period prior to any cause of action arising,

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Miscellaneous - Accreditation Level

Each of our members is assigned an accreditation level. We use standardized criteria based on two data points:

- Membership to numismatic associations
- Contractually guaranteed authenticity liability for the coins sold

By definition, collectors are assigned the lowest level because they provide no guarantees of liability. Please find the detailed definitions below:

- Level 1: Collector
- Level 2: Coin Dealer without any association membership
- Level 3: Member of a national numismatic association
- Level 4: Member of the International Association of Professional Numismatists (IAPN)
- Level 5: Livelong authenticity guarantees for the coins sold and member of the International Association of Professional Numismatists (IAPN)

We adhere to this accreditation level and do not change accreditation level solely on demand without any qualified reason. We reserve the right to change the accreditation levels. The user will be notified prior to any changes.

CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

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Zug 6300

Switzerland

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