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## TERMS FOR BUYERS

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### BACKGROUND:

These Terms for Buyers, together with any and all other documents referred to herein, set out the terms under which Users (“Buyers”) buy from Vendors on Our Marketplace. Please read these Terms for Buyers carefully and ensure that you understand them before purchasing anything on Our Marketplace. You will be required to read and accept these Terms for Buyers on or after January 15<sup>th</sup>, 2021. If you do not agree to comply with and be bound by these Terms for Buyers, you will not be able to purchase anything on Our Marketplace. These Terms for Buyers, as well as any and all contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms for Buyers, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access and/or use certain areas of Our Site, including Our Marketplace;
“Buyer”	means a User who makes a purchase on Our Marketplace;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“Listing”	means a listing on Our Marketplace advertising an item or items for sale;
“Marketplace”	means Our platform for Buyers and Vendors on Our Site;
“Our Site”	means this website, <a href="https://actioncoin.com">https://actioncoin.com</a> ;
“Payment Service”	means the payment service provided by Stripe, PayPal or CoinPayments;
“Vendor”	means a User who sells on Our Marketplace;

**“Third Party Payment Service Provider”** means Stripe, Inc., whose registered address is 510 Townsend Street, San Francisco, CA 94103-4918, and whose website is <https://stripe.com>;

OR

means PayPal, Inc., whose registered address is 2211 North First St., San Jose, CA 95131, and whose website is <https://paypal.com>;

OR

means CoinPayments, Inc., whose registered address is Hodltech OÜ, Tornimäe 5, 10145 Tallinn, Estonia, and whose website is <https://coinpayments.net>

**“User”** means a user of Our Site;

**“User Content”** means any Content added to Our Site by a User;

**“We/Us/Our”** Means Action Coin Inc., a Canadian Corporation whose registered address is 9202 Young Road, Chilliwack, BC, Canada V2P 6J4

## 2. Information About Us

- 1.1 Our Site is owned and operated by Action Coin Inc., a Canadian Corporation whose registered address is 9202 Young Road, Chilliwack, BC, Canada V2P 6J4

## 3. Access to and Use of Our Site

- 1.1 Access to Our Site is free of charge.
- 1.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 1.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend, or discontinue Our Site (or any part of it) at any time and without notice. Subject to the remainder of these Terms for Buyers, We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 1.4 Use of Our Site is also subject to Our Terms of Use and Terms for Vendors. Please ensure that you have read them carefully and that you understand them.

## 4. Age Restrictions

You may only make purchases on Our Marketplace if you are at least 18 years of age

## 5. Our Marketplace

Our Marketplace is provided solely as an online venue for Buyers and Vendors. We are not a party to any transactions or other relationships between Buyers and

Vendors. You hereby acknowledge and agree that:

- 1.1 You are not making a purchase from Us and are not entering into a contract with Us. Your purchase is from the Vendor in question, and your contract is with that Vendor;
- 1.2 We will not be a party to any dispute between you and any Vendor or another Buyer. Any claims must be made directly against the party concerned; and
- 1.3 While all Vendors are required to comply with Our Terms for Vendors, which include provisions covering important matters such as payment methods, processing times, and delivery methods, all Vendors are different and may not accept the same payment methods, process transactions within the same time frame, or offer the same delivery methods (or prices).

## **6. Intellectual Property Rights**

- 1.1 The provisions of Clause 6 of Our Terms of Use apply to all User Content submitted to Our Site, including any and all User Content submitted to Our Marketplace in Listings.
- 1.2 Buyers must, at all times, respect the intellectual property rights of Vendors on Our Marketplace. Under no circumstances may you use intellectual property belonging to another party without that party's express permission.

## **7. Buyer Rules and Acceptable Usage Policy**

- 1.1 When using Our Marketplace, you must do so lawfully, fairly, and in a manner that complies with the provisions of this Clause 7. Specifically:
  - 1.a.1 you must ensure that you comply fully with all local, national, or international laws and/or regulations;
  - 1.a.2 you must not use Our Marketplace in any way, or for any purpose, that is unlawful or fraudulent;
  - 1.a.3 you must not use Our Marketplace to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;
  - 1.a.4 you must not use Our Marketplace in any way, or for any purpose, that is intended to harm any person or persons in any way;
  - 1.a.5 you must always provide accurate, honest information to Vendors on Our Marketplace; and
  - 1.a.6 you must not engage in any form of price fixing with other Users (including Vendors and Buyers).
- 1.2 When using Our Marketplace, you must not submit anything, or otherwise do anything that:
  - 2.a.1 is sexually explicit;
  - 2.a.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 2.a.3 promotes violence;
  - 2.a.4 promotes or assists in any form of unlawful activity;

- 2.a.5 discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; gender; religion; nationality; disability; sexual orientation; or age;
  - 2.a.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 2.a.7 is calculated or is otherwise likely to deceive;
  - 2.a.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
  - 2.a.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause);
  - 2.a.10 implies any form of affiliation with Us where none exists;
  - 2.a.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents, and database rights) of any other party; or
  - 2.a.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 1.3 We reserve the right to suspend or terminate your access to Our Marketplace if you materially breach the provisions of this Clause 7 or any of the other provisions of these Terms for Buyers. Further actions We may take include, but are not limited to:
- 3.a.1 removing any offending material from Our Marketplace;
  - 3.a.2 issuing you with a written warning;
  - 3.a.3 legal proceedings against you for reimbursement of any and all relevant costs resulting from your breach on an indemnity basis;
  - 3.a.4 further legal action against you as appropriate;
  - 3.a.5 disclosing such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 3.a.6 any other actions which We deem reasonably necessary, appropriate, and lawful.
- 1.4 We hereby exclude any and all liability arising out of any actions that We may take in response to breaches of these Terms for Buyers.

## **8. Purchasing from Vendors**

- 1.1 As set out above in Clause 5, all transactions on Our Marketplace are between Buyers and Vendors only. We are not a party to such transactions.
- 1.2 When making a purchase from a Vendor, you expressly agree that:
- 2.a.1 You have read the description and all details within the relevant Listing carefully and that you understand and agree to any and all specific policies that are stated to apply by the Vendor;
  - 2.a.2 You will pay for the item(s) purchased in full and on time, using one of the Vendor's accepted payment methods via Our Payment Service, details of which are provided below in Clause 9; and

2.a.3 You have provided complete and accurate delivery details to the Vendor.

## **9. Payment Service**

- 1.1 All Payments on Our Marketplace are made through the Payment Services provided by Stripe, PayPal or CoinPayments, Our Third Party Payment Service Providers.
- 1.2 Your use of the Payment Service requires an account with the Third Party Payment Service Provider and will be subject to its own terms and conditions and privacy policy. You will be required to read and accept those terms and conditions and privacy policy before making payments to Vendors on Our Marketplace.
- 1.3 By using the Payment Service, you acknowledge and agree to Us sharing your personal information and/or information about your transactions on Our Marketplace with the Third Party Payment Service Provider.
- 1.4 The Payment Service works with the following payment methods:
  - 4.a.1 American Express, Discover Card, MasterCard, Visa, Bitcoin, Bitcoin Cash, Ethereum, Litecoin.
- 1.5 If We receive notice from the Third Party Payment Service Provider that your use of Our Marketplace or the Payment Service is in breach of their terms or of any agreement between you and them, We may take actions including, but not limited to, those necessary to rectify your breach, removing your ability to use the Payment Service to make or accept payments on Our Marketplace, and/or the suspension or termination of your Account on Our Site.
- 1.6 The Third Party Payment Service Provider reserves the right to refuse the use of the Payment Service to anyone, for any reason, and at any time.

## **10. Payments to Vendors**

- 1.1 All payments are processed using the Payment Services described above in Clause 9.
- 1.2 If you do not pay, the Vendor may cancel the transaction. Please refer to Clause 15 for more information on the Vendor's cancellation rights.
- 1.3 We will not make any of your payment details (including, but not limited to, card numbers, bank account numbers, and sort codes) available to Vendors at any time, or for any reason. All payment details are held securely and shared only with Our Third Party Payment Service Providers.

## **11. Taxes**

- 1.1 It is the Vendor's responsibility to collect and pay taxes on any sales made through Our Marketplace.
- 1.2 Where any tax, for example VAT, forms a part of the price of any item on Our Marketplace, the tax must be included in the price of the item.
- 1.3 For further information on VAT and other taxes in your location, please contact your local tax authority.

## **12. Delivery**

- 1.1 Vendors are required to ship items to you as soon as is reasonably possible upon receipt of payment, taking into account the nature of the item(s) in question, preparation time and, where relevant, manufacturing time (if items are made or customised to order). Unless a Listing states otherwise, or unless you have agreed otherwise with the Vendor, the Vendor must dispatch items no later than 30 calendar days after the date on which the Sale takes place.
- 1.2 As stated in sub-Clause 8.2.3, you must provide complete and accurate delivery details to the Vendor. The Vendor is responsible for ensuring that they use the delivery address exactly as you provide it to them, but if dispatched items do not reach you due to an incorrect address provided by you, it is your responsibility and not the Vendor's.
- 1.3 Vendors are free to determine the delivery charges for their items; however, Vendors must ensure that delivery charges are reasonable, not excessive, and genuinely reflect the actual cost to the Vendor of delivering the item in question to you.
- 1.4 Vendors must also provide a ships-from address for your reference.
- 1.5 Different delivery methods may be offered by different Vendors. Delivery options may include personal delivery, Buyer collection, and postal or delivery service. The final choice of delivery service is the Vendor's.
- 1.6 Once an item has been dispatched to you, the Vendor will inform you that it has been dispatched. Our Marketplace provides such notification by email.
- 1.7 Our Marketplace allows Vendors to share tracking information obtained from a postal or delivery service with you.
- 1.8 Vendors are responsible for ensuring that they check, are aware of, and comply with all applicable shipping and customs regulations when shipping items to you.

## **13. Your Rights to Cancel and Return Items**

- 1.1 If you are a consumer (that is, not a business) based in the European Union, you may be entitled to a "cooling-off" period within which you may cancel your contract with a Vendor and return an item for any reason. If applicable, the cooling-off period ends 14 calendar days after the day on which you (or someone nominated by you) receive(s) the item.
- 1.2 The cooling-off period does not apply in the following circumstances:
  - 2.a.1 If the item is sealed for health or hygiene reasons, and you have unsealed the item after receiving it; or
  - 2.a.2 If the item consists of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software, and you have unsealed the item after receiving it; or
  - 2.a.3 If the item is digital content and it has been downloaded or otherwise accessed by you; or
  - 2.a.4 If the item is likely to deteriorate quickly, for example flowers or food; or
  - 2.a.5 If the item has been personalised or made-to-order for you; or
  - 2.a.6 If the item has been inseparably mixed with another item or other items (according to their nature) after you have received it.

- 1.3 If you wish to exercise your right to cancel during the cooling-off period, you must inform the Vendor of your decision within the cooling-off period. You may do so in any way you wish, however for convenience We provide a cancellation form on Our Site. Cancellation by email or by post is effective from the date on which you send the Vendor your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send the Vendor an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and must be accepted.
- 1.4 Items must be returned to the Vendor no more than 14 calendar days after the day on which you inform the Vendor that you wish to cancel. You will be responsible for the costs of returning items to the Vendor if you cancel under the cooling-off period.
- 1.5 When you cancel under the cooling-off period, the Vendor must issue a refund within 14 calendar days of the following:
  - 5.a.1 The day on which the Vendor receives the item(s) back; or
  - 5.a.2 The day on which you inform the Vendor (supplying evidence) that you have sent the item(s) back (if this is earlier than the day under sub-Clause 13.5.1); or
  - 5.a.3 If the Vendor has not yet dispatched the item(s), the day on which you inform the Vendor that you wish to cancel.
- 1.6 The Vendor may make certain limited deductions from refunds under this Clause 13 as follows:
  - 6.a.1 The Vendor may reduce a refund for any diminished value in an item resulting from your excessive handling of it (e.g. handling going beyond that which would be permitted in a shop); and/or
  - 6.a.2 The Vendor is only required by law to reimburse standard delivery charges. If you have chosen a premium delivery method, the Vendor is only required to reimburse you for the equivalent of standard delivery.

#### **14. Problems with Transactions and Your Rights**

- 1.1 By law, Vendors must provide goods and/or digital content that are/is of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information that the Vendor has provided to you, and that matches any samples or models that the Vendor has shown to you (unless the Vendor has made you aware of any differences).
- 1.2 If items do not conform with the requirements outlined in sub-Clause 14.1 and, for example, have faults or are damaged when you receive them, you must contact the Vendor as soon as reasonably possible to inform the Vendor of the problem. The following remedies will be available to you:
  - 2.a.1 Beginning on the day that you receive the item(s), if the item(s) is/are goods, you have a 30 calendar day right to reject them and to receive a full refund if they do not conform.
  - 2.a.2 If you do not wish to reject the item(s), if the 30 calendar day rejection period does not apply, or if it has expired, you may request a repair or replacement. The Vendor must bear the costs and must carry out the repair or replacement within a reasonable time and without significant inconvenience to you. If either a repair or a replacement is impossible or disproportionately difficult, the Vendor may offer you the alternative

option (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while the Vendor carries out the repair or replacement and will resume on the day that you receive the replacement or repaired item(s). If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

- 2.a.3 If, after a repair or replacement, the item(s) still do not conform (or if the Vendor cannot repair or replace it/them, as described above, or if the Vendor has failed to act within a reasonable time or without significant inconvenience to you), you may have the right to keep the item(s) at a reduced price, or to reject it/them in exchange for a refund.
- 1.3 If you exercise your final right to reject the item(s) more than six months after receiving it/them, the Vendor may reduce any refund to reflect the use that you have had out of it/them.
- 1.4 Please note you will not be eligible to claim under this Clause 14 in the following circumstances:
  - 4.a.1 the Vendor informs you of any fault(s), damage, or other problems with the item(s) before you purchase them and it is because of that/those same issue(s) that you subsequently wish to return them;
  - 4.a.2 you have purchased the item(s) for an unsuitable purpose that is neither obvious nor made known to the Vendor and the problem has resulted from your use of the item(s) for that purpose; or
  - 4.a.3 the problem is the result of normal wear and tear, misuse, or intentional or careless damage.
  - 4.a.4 We provide a cancellation form on Our Site for you to use when returning items. The costs of returning items to a Vendor should be covered by the Vendor, reimbursing you where necessary.
- 1.5 Refunds (whether full or partial, including reductions in price) under this Clause 14 must be issued within 14 calendar days of the day on which the Vendor agrees that you are entitled to a refund.
- 1.6 Any and all refunds under this Clause 14 must include all delivery costs paid by you when the item(s) was/were originally purchased.

## **15. Further Transaction Cancellation Rights**

- 1.1 The Vendor has the right to cancel a transaction and issue a full refund of any sums paid (including delivery charges) in the following circumstances:
  - 1.a.1 You and the Vendor have mutually agreed to cancel the transaction before the item(s) is/are dispatched;
  - 1.a.2 You and the Vendor have mutually agreed to cancel the transaction following receipt by you of the item(s) and you have returned the item(s) to the Vendor;
  - 1.a.3 You have failed to pay;
  - 1.a.4 The Vendor has chosen to refuse service to you.
- 1.2 Refunds must be made within 7 days of:



2.a.1 the date on which you and the Vendor agree the cancellation, under sub-Clauses 15.1.1 and 15.1.2; or

2.a.2 the date on which the Vendor informs you that they are cancelling the transaction, under sub-Clauses 15.1.3 and 15.1.4.

## **16. Your Account Cancellation Rights**

1.1 You may close your Account at any time by emailing [support@actioncoin.com](mailto:support@actioncoin.com).

1.2 Any outstanding sums due and payable to any Vendor(s) will remain payable and your Account will not be fully closed until all sums due have been paid and the relevant transaction(s) completed or cancelled.

## **17. Our Liability to You**

1.1 As stated in Clause 5, We are not a party to any transactions, other relationships, or disputes between Buyers and Vendors. Furthermore, as stated in sub-Clause 5.2, We do not pre-screen Vendors or any items that Vendors advertise in Listings on Our Marketplace. We will not be responsible for any aspect of a transaction and make no warranties as to the quality, safety, or legality of any item(s) purchased from Vendors on Our Marketplace. Any claims pertaining to a transaction must be made directly against the Vendor concerned.

1.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms for Buyers or as a result of Our negligence.

1.3 Subject to sub-Clause 17.2, to the fullest extent permissible by law, We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

1.4 Nothing in these Terms for Buyers seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); or for fraud or fraudulent misrepresentation.

1.5 Nothing in these Terms for Buyers seeks to limit or exclude consumers' legal rights.

## **18. Communication and Contact Details**

1.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 1-800-633-4278, by email at [support@actioncoin.com](mailto:support@actioncoin.com)

1.2 For matters relating to Our Marketplace including, but not limited to, these Terms for Buyers, transactions, Vendors, and other Buyers, please contact Us by telephone at 1-800-633-4278, by email at [support@actioncoin.com](mailto:support@actioncoin.com)

1.3 For matters relating to cancellations, please contact Us by telephone at 1-800-633-4278, by email at [support@actioncoin.com](mailto:support@actioncoin.com)

## **19. Data Protection**

1.1 All personal information that We may use will be collected, processed, and

held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

- 1.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://actioncoin.com/privacy-policy/>
- 1.3 Vendors will also collect, hold, and process your personal information in the course of transactions (for example, your name, email address, and postal address). Vendors are required to have their own privacy policies in place to govern their collection, processing, and holding of Buyers’ personal data. Please consult the privacy policy of any Vendor you wish to buy from before entering into a transaction with them and ensure that you have read, understood, and agree to it. Vendors are, therefore, also considered data controllers under the GDPR and will be responsible for complying with their legal obligations and protecting your rights under the GDPR.
- 1.4 You must only use the personal data of other Users (whether they are Buyers or Vendors) to the extent necessary to complete a transaction, to communicate about a specific transaction, to communicate via Our Marketplace, and/or to respond to messages from them. You may not add any User to a mailing list, use their data for marketing, or retain any payment details. You may only use another User’s personal data for additional purposes with their consent.

## **20. Other Important Terms**

- 1.1 We may transfer (assign) Our obligations and rights under these Terms for Buyers to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms for Buyers will not be affected and Our obligations under these Terms for Buyers will be transferred to the third party who will remain bound by them.
- 1.2 You may not transfer (assign) your obligations and rights under these Terms for Buyers without Our express written permission.
- 1.3 If any of the provisions of these Terms for Buyers are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms for Buyers. The remainder of these Terms for Buyers shall be valid and enforceable.
- 1.4 No failure or delay by Us in exercising any of Our rights under these Terms for Buyers means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms for Buyers means that We will waive any subsequent breach of the same or any other provision.
- 1.5 We may revise these Terms for Buyers from time to time in response to changes in relevant laws and other regulatory requirements.

## **21. Law and Jurisdiction**

- 1.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of British Columbia, Canada.
- 1.2 If you are a consumer, you will benefit from any mandatory provisions of the

law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.

- 1.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of British Columbia, Canada.
- 1.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of British Columbia, Canada.