

Terms of Use

About Pcore

1.1. Pcore is operated by Pcore Ltd (Registry code in England and Wales: 11828368, hereafter referred to as 'Pcore'). Access to and use of the Website, or any of its associated Products or Services (in short referred to as the 'Website' since this is where the products and Services are offered), is provided by Pcore. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website or in any other way engage in our Products or Services, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Products and Services, immediately.

1.2. Pcore reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Pcore updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Acceptance of the Terms

2.1. You accept the Terms by remaining on the Website or engage in any of our services. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Pcore in the user interface.

2.2. The "Terms" is defined as the following:

- (a) These Terms and Conditions
- (b) Any other policy, disclaimer, or terms that are found on our webpage.

2.3. Pcore is operating under England and UK legislation. The services provided by the Website are not considered to be financial services under this jurisdiction, and therefore does not require any licenses to operate. As laws and regulations are different in other countries the right to access and/or use the Website (including any, or all of, the products offered via the Website) may be illegal in certain countries (including, for example USA). You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and that the service offered on this Website is not illegal in the territory where you reside,

Registration to use the Services

3.1. In order to access the Services, you must first register for an account through the Website (the 'Account').

3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Name
- (b) an email address
- (c) a mailing address
- (d) a password
- (e) Date of Birth

You may also be required to submit proof of your ID. Normally this has to be done with a copy of your passport or ID card.

3.3. You warrant that any information you give to Pcore in the course of completing the registration process will always be accurate, correct and up to date.

3.4. Once you have completed the registration process, you will be a registered user of the Website ('User') and agree to be bound by the Terms.

3.5. You may not use the Services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with Pcore; or
- (b) you are a person barred from receiving the Services under the laws of England and Wales or other countries including the country in which you are resident or from which you use the Services.

Your obligations as a User

4.1. As a User, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Pcore of any unauthorized use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website are limited, non-transferable and allows for the sole use of the Website by you for the purposes of Pcore providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of Pcore;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Pcore for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

Payment

5.1. Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:

- (a) Cryptocurrency ('Cryptocurrency')

5.2. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.

5.3. You agree and acknowledge that Pcore can vary the Services Fee at any time.

Refund Policy

Pcore will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Pcore makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the 'Refund').

Copyright and Intellectual Property

7.1. The Website, the Services and all the related products of Pcore are subject to copyright. The material on the Website is protected by copyright under the laws of England and Wales and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by Pcore or its contributors.

7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Pcore, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

Pcore does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Pcore.

7.3. Pcore retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

7.4. You may not, without the prior written permission of Pcore and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

Privacy Policy

8.1. Pcore takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Pcore's Privacy Policy, which is stated at the end of this document.

General Disclaimer

9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the English and Welsh legislation (or any liability under them) which by law may not be limited or excluded.

9.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) Pcore will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Pcore make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Pcore) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;

- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of Pcore; and
- (d) the Services or operation in respect to links which are provided for your convenience.

Limitation of liability

10.1. Pcore's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

10.2. You expressly understand and agree that Pcore, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

Termination of Contract

11.1. The Terms will continue to apply until terminated by either you or by Pcore as set out below.

11.2. If you want to terminate the Terms, you may do so by:

- (a) providing Pcore with 1 days' notice of your intention to terminate; and
- (b) closing your accounts for all of the services which you use, where Pcore has made this option available to you.

Your notice should be sent, in writing, to Pcore via the 'Contact Us' link on our homepage.

11.3. Pcore may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) Pcore is required to do so by law;
- (c) the provision of the Services to you by Pcore is, in the opinion of Pcore, no longer commercially viable.

11.4. Subject to local applicable laws, Pcore reserves the right to discontinue or cancel your Usership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Pcore's name or reputation or violates the rights of those of another party.

Indemnity

12.1. You agree to indemnify Pcore, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

Dispute Resolution

13.1. **Compulsory:**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2. **Notice:**

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3. **Resolution:**

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- (a) Within 14 days of the Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the LCIA (London Court of International Arbitration).

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in London.

Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation:

If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Venue and Jurisdiction

The Services offered by Pcore is intended to be viewed by residents of England and Wales. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of England and Wales.

Governing Law

The Terms are governed by the laws of England and Wales. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of England and Wales, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable, and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force

Privacy Policy

Pcore LTD

We respect your privacy

1.1. Pcore respects your right to privacy and is committed to safeguarding the privacy of our customers and website visitors. This policy sets out how we collect and treat your personal information.

1.2. We adhere to the Privacy Principles contained in the EU General Data Protection Regulation (GDPR).

1.3. "Personal information" is information we hold which is identifiable as being about you. This includes information such as your name, email address, identification number, or any other type of information that can reasonably identify an individual, either directly or indirectly.

1.4. Please read this Privacy Policy carefully. If you do not agree with this Privacy Policy, please do not register or use this Website. Terms used in this Privacy Policy have the same meaning as they do in the Terms and Conditions, if not defined differently.

1.5. You may contact us in writing at support@pcore.co for further information about this Privacy Policy.

What personal information is collected

2.1. Pcore will, from time to time, receive and store personal information you submit to our website, provided to us directly or given to us in other forms.

2.2. You may provide basic information such as your name, phone number, address and email address to enable us to send you information, provide updates and process your product or service order.

2.3. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

2.4. Additionally, we may also collect any other information you provide while interacting with us.

How we collect your personal information

3.1 Pcore collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we engage in business activities with you. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.

3.2 By providing us with personal information, you consent to the supply of that information subject to the terms of this Privacy Policy.

3.2 By providing us with personal information, you consent to the supply of that information subject to the terms of this Privacy Policy.

How we use your personal information

4.1. Pcore may use personal information collected from you to provide you with information about our products or services. We may also make you aware of new and additional products, services and opportunities available to you.

4.2. Pcore will use personal information only for the purposes that you consent to. This may include to:

- (a) provide you with products and services during the usual course of our business activities;
- (b) administer our business activities;
- (c) manage, research and develop our products and services;

- (d) provide you with information about our products and services;
- (e) communicate with you by a variety of measures including, but not limited to, by telephone, email, sms or mail; and
- (f) investigate any complaints.

If you withhold your personal information, it may not be possible for us to provide you with our products and services or for you to fully access our website.

4.3. We may disclose your personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, legal proceedings or in response to a law enforcement agency request.

4.4. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases.

Disclosure of your personal information

5.1. Pcore may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this privacy policy.

5.2. If we do disclose your personal information to a third party, we will protect it in accordance with this privacy policy.

General Data Protection Regulation (GDPR) for the European Union (EU)

6.1. Pcore will comply with the principles of data protection set out in the GDPR for the purpose of fairness, transparency and lawful data collection and use.

6.2. We process your personal information as a Processor and/or to the extent that we are a Controller as defined in the GDPR.

6.3. We must establish a lawful basis for processing your personal information. The legal basis for which we collect your personal information depends on the data that we collect and how we use it.

6.4. We will only collect your personal information with your explicit consent for a specific purpose and any data collected will be to the extent necessary and not excessive for its purpose. We will keep your data safe and secure.

6.5. We will also process your personal information if it is necessary for our legitimate interests, or to fulfil a contractual or legal obligation.

6.6. We process your personal information if it is necessary to protect your life or in a medical situation, it is necessary to carry out a public function, a task of public interest or if the function has a clear basis in law.

6.7. We do not collect or process any personal information from you that is considered "Sensitive Personal Information" under the GDPR, such as personal information relating to your sexual orientation or ethnic origin unless we have obtained your explicit consent, or if it is being collected subject to and in accordance with the GDPR.

6.8. You must not provide us with your personal information if you are under the age of 16 without the consent of your parent or someone who has parental authority for you. We do not knowingly collect or process the personal information of children.

Your rights under the GDPR

7.1 If you are an individual residing in the EU, you have certain rights as to how your personal information is obtained and used. Pcore complies with your rights under the GDPR as to how your personal information is used and controlled if you are an individual residing in the EU

7.2 Except as otherwise provided in the GDPR, you have the following rights:

- (a) to be informed how your personal information is being used;
- (b) access your personal information (we will provide you with a free copy of it);
- (c) to correct your personal information if it is inaccurate or incomplete;
- (d) to delete your personal information (also known as "the right to be forgotten");
- (e) to restrict processing of your personal information;
- (f) to retain and reuse your personal information for your own purposes;
- (g) to object to your personal information being used; and
- (h) to object against automated decision making and profiling.

7.3 Please contact us at any time to exercise your rights under the GDPR at info@pcore.co.

7.4 We may ask you to verify your identity before acting on any of your requests.

Security of your personal information

8.1. Pcore is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

8.2. Where we employ data processors to process personal information on our behalf, we only do so on the basis that such data processors comply with the requirements under the GDPR and that have adequate technical measures in place to protect personal information against unauthorised use, loss and theft.

8.3. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Access to your personal information

9.1. You may request details of personal information that we hold about you in accordance with the provisions of the GDPR. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at support@pcore.co

9.2. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act or any other applicable law.

Complaints about privacy

10.1. If you have any complaints about our privacy practices, please feel free to send in details of your complaints to support@lpcore.co. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

Changes to Privacy Policy

11.1. Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

Details – what you can expect

12.1. When you visit our website – personal data

Here we will let you know what kind of information Pcore may gather about you, how we may use and process this information, whether we disclose it to anyone, and the choices you have regarding our use of this information.

When you come to our website (www.pcore.co), we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

As a user of our Website you will be asked to provide us with personal data or personal information, such as your name, date of birth, address, email address, telephone number and payment details, for example during the registration process, the deposit process, the withdrawal process or when interacting with our Customer Service. We will use the data you provide to process your order. All information provided by you will be treated securely and strictly in accordance with the applicable data protection regulations.

We may validate your name, date of birth, address and other personal information supplied by you during these processes. Your concerns will be considered in accordance with statutory provisions. By registering and opening your Account you accept the conditions of this Privacy Policy and you consent to such checks being made.

To manage the services, we provide as well as for other purposes referred to in this Privacy Policy and our Terms and Conditions, your personal data - including name, date of birth, address, email address, telephone number, and payment details as well as other information or proof of identity, will be collected, transferred, used, stored and processed by us. We may use a third party to provide this service for us. If this is the case, you will either see this instantly because the registration itself will take place on a website run by a third party and this is made clear, or you will be noted separately.

Any further transmission of this data will not take place, with exception of certain cases, where the transmission of the identity documents to companies, which are assigned validate your customer data is necessary.

12.2. Cookies

To enable the working of certain functions during your visit to our website, we make use of cookies on various pages. Cookies are small text files that are stored on your device. We make use of certain cookies that are deleted after your browsing session (session cookies). Other cookies remain on your device and allow our business partners and us to read information we have written into the file. The second type of cookies are read by us on your next visit to our website (persistent cookies).

You may configure your browser so that you are informed about the use of cookies every time a website tries to write one to your device. Furthermore, you may decide to accept or decline every single cookie or to make certain exceptions. In case you choose not to accept some or all cookies from our website, you may experience impaired functionality on our website for features that require cookies.

12.3. Google Analytics

This Website uses Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the Website analyse how users use the site. The information generated by the cookie about your use of the Website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Using a method known as IP masking, website owners that use Google Analytics have the option to tell Google Analytics to shorten the IP-address inside of User states of the European Union or other User states of the Agreement on the European Economic Area and to only use this portion of the IP address, rather than the entire IP address. Only in exceptional cases the full IP-address will be transmitted to a Google server located in the United States and shortened there. Google will use this information for the purpose of evaluating your use of the Website, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this Website. In addition, you may prevent Google from obtaining information generated by the cookie and related data about your use of the Website (including your IP-address) as well as the processing of this data by Google by downloading and installing the browser-plugin available here:

<https://tools.google.com/dlpage/gaoptout?h=en>

12.4. **Third party sites**

Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that Pcore is not responsible for the privacy practises of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.