



Terms and Conditions for €ASY\$TOCK

Introduction

Welcome to €ASY\$TOCK, the vanguard of modern online marketplaces built on the foundation of web3 technology. Located at www.theuniverseofsmilesx.com, our platform is not just another e-commerce site. It's an innovative ecosystem that bridges the gap between the decentralized world of blockchain and the tangible reality of everyday trade.

€ASY\$TOCK symbolizes the synthesis of two evolving paradigms: the digital realm of cryptocurrencies and the bustling world of online trade. At the heart of our platform is "The Universe of SmilesX", a distinctive collection of 10,000 NFTs, exemplifying the spirit of the new digital age.

Whether you are an individual looking for a unique piece, a seller aiming to reach a global audience, or a crypto-enthusiast eager to merge the digital with the physical, €ASY\$TOCK is your one-stop destination. With our native K€\$H COIN offering exclusive benefits and an intuitive marketplace interface, we promise a seamless, secure, and enhanced trading experience.

By using our platform, you're not just participating in a transaction; you're becoming a part of a revolution that merges the digital frontier with traditional commerce.

Article 1: Acceptance of Terms

1.1 By accessing, browsing, or otherwise utilizing the €ASY\$TOCK platform ("Platform"), the user ("You" or "User") acknowledges having read, understood, and hereby agrees to comply with, adhere to, and be irrevocably bound by these terms and conditions ("Terms").

1.2 The Terms constitute a binding legal agreement between you, the User, and €ASY\$TOCK, encompassing all aspects of your use and interaction with the Platform.

1.3 If at any point you do not agree, in whole or in part, with the stipulations set forth in these Terms, your sole remedy is to cease access and use of the Platform immediately. Continued usage of the Platform, in the absence of express agreement to these Terms, is strictly prohibited and shall be construed as an unequivocal acceptance of these Terms.

1.4 These Terms may be periodically amended or updated by €ASY\$TOCK at its sole discretion. It remains the User's responsibility to review and familiarize oneself with the latest version of the Terms prior to using the Platform.

Article 2: Services

2.1 **Platform Overview:** €ASY\$TOCK operates as a digital marketplace platform, facilitating the listing, purchase, and sale of a diverse range of products, which may be physical or digital in nature.

2.2 **Currency Use:** Our Platform allows transactions to be conducted using both decentralized cryptocurrencies and traditional fiat currencies. The inclusion of multiple currency options is designed to cater to a wide range of user preferences and to foster a broader marketplace accessibility.

2.3 Native Cryptocurrency – K€\$H COIN: €ASY\$TOCK introduces its proprietary cryptocurrency, the K€\$H COIN. Holders and users of K€\$H COIN may be entitled to specific advantages, exclusive promotions, or preferential terms, as described in the Platform or as periodically communicated by €ASY\$TOCK.

2.4 Exclusive Benefits with K€\$H COIN: By employing K€\$H COIN in transactions on the Platform, users may unlock distinctive benefits, discounts, or promotional offers. The exact nature and extent of these benefits are subject to change at €ASY\$TOCK's discretion and may be subject to specific terms and conditions.

2.5 Scope of Services: The €ASY\$TOCK Platform serves predominantly as an intermediary, facilitating transactions between buyers and sellers. Every product sold through €ASY\$TOCK to a "consumer" buyer, including those with digital elements, benefits from a legal guarantee. This guarantee covers conformity defects present at the time of the product's delivery and manifesting within 24 months from the delivery date. While €ASY\$TOCK does not inherently assume ownership of any products listed or sold via the Platform, we take our commitment to authenticity seriously. Each product passing through our platform undergoes thorough checks by our dedicated team to ensure its genuineness. As we continue to grow and undertake expansive projects, we kindly ask our users for their patience, assuring them that our unwavering aim is to provide top-tier services that ensure quality and authenticity.

Article 3: User Registration

3.1 Account Creation: In order to access and utilize specific features and functionalities of the €ASY\$TOCK platform, users must register and create an account ("Account").

3.2 Eligibility: Only individuals who are at least 18 years of age or the age of legal majority in their jurisdiction, and can form legally binding contracts under applicable law, may register for an Account.

3.3 Accurate Information: Users agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. €ASY\$TOCK reserves the right to suspend or terminate any Account that is suspected of containing inaccurate or incomplete information.

3.4 Confidentiality: Upon registration, users will be provided with or will create unique login credentials. Users are solely responsible for maintaining the confidentiality of their Account information, including, but not limited to, their username and password.

3.5 Unauthorized Access: Users must immediately notify €ASY\$TOCK of any unauthorized use of their Account or any other breaches of security. €ASY\$TOCK will not be liable for any losses caused by any unauthorized use of a user's Account. However, users may be liable for the losses of €ASY\$TOCK or others due to such unauthorized use.

3.6 Account Restrictions: €ASY\$TOCK reserves the right to refuse registration, terminate accounts, or limit access to the platform at its sole discretion.

Article 4: Payments and Commissions

4.1 Commission Structure: Every transaction executed on the €ASY\$TOCK platform will be subject to a predetermined commission fee ("Commission"). This Commission will be deducted automatically from the transaction amount and will be payable to €ASY\$TOCK.

4.2 **Disclosure:** The exact Commission rate, its calculation method, and any potential variations or tiered structures will be transparently disclosed on the platform or provided upon request.

4.3 **Payment Methods:** €ASY\$TOCK supports multiple payment mechanisms to facilitate user transactions. This includes our native cryptocurrency, K€\$H COIN, other prominent cryptocurrencies, and traditional fiat currencies, including but not limited to euros and dollars.

4.4 **Payment Processing:** Users acknowledge and agree that all transactions will be processed through our secure payment gateway, which may be subject to additional terms and conditions imposed by our payment processing partners.

4.5 **Payment Finality:** Once a transaction has been finalized and processed, it is deemed irrevocable. Users are advised to review all transaction details meticulously before confirming.

4.6 **Tax Implications:** Users are solely responsible for determining the taxes and duties, if any, applicable to their transactions. €ASY\$TOCK does not provide tax advice and recommends users consult with their tax professionals regarding potential tax implications.

4.7 **Currency Conversion:** If a transaction involves converting currency, whether fiat or cryptocurrency, it may be subject to a conversion fee. The rate and terms of currency conversion will be disclosed transparently to the users at the time of the transaction.

Article 5: Intellectual Property

5.1 **Ownership of Listings:** All products, services, and associated content listed on the €ASY\$TOCK platform ("Listings") are the intellectual property of their respective sellers or licensors. This may include, but is not limited to, images, graphics, descriptions, designs, trademarks, copyrights, patents, and other related intellectual property rights.

5.2 Role of €ASY\$TOCK: €ASY\$TOCK functions solely as a platform intermediary, facilitating the showcase and transaction of Listings. At no point does €ASY\$TOCK claim ownership, authorship, or origin of the Listings or any associated intellectual property unless explicitly stated otherwise.

5.3 License Grant: By posting or listing content on the €ASY\$TOCK platform, sellers grant €ASY\$TOCK a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of the content to promote, enhance, and facilitate the platform and its associated services.

5.4 Intellectual Property Infringements: €ASY\$TOCK respects the intellectual property of others and expects its users to do the same. Alleged infringements can be reported to our designated agent, and appropriate actions, including removal of the contested content, may be initiated.

5.5 Protection of Intellectual Property: Sellers are responsible for ensuring that their Listings do not infringe upon the intellectual property rights of third parties. This includes obtaining any necessary permissions or licenses before listing a product or service.

Article 6: Data Protection

6.1 Commitment to Data Protection: €ASY\$TOCK prioritizes the privacy and security of user data. We employ state-of-the-art web3 security protocols and technologies to ensure the safety, confidentiality, and integrity of the data entrusted to us by our users.

6.2 Privacy Policy: All users are encouraged to review our Privacy Policy, which is an integral part of these terms and conditions. The Privacy Policy provides detailed information about how

we collect, use, process, and safeguard user data. By agreeing to these terms, users also acknowledge and consent to the practices described in our Privacy Policy.

6.3 Consent to Data Processing: By using the €ASY\$TOCK platform, users give explicit consent for the collection and processing of their personal data as outlined in our Privacy Policy. This may include, but is not limited to, account registration details, transaction history, and other platform interactions.

6.4 Data Breach Procedures: In the unlikely event of a data breach or unauthorized access to user data, €ASY\$TOCK commits to promptly notify affected users and take appropriate remedial actions in line with applicable laws and regulations.

6.5 Third-Party Services: The €ASY\$TOCK platform may integrate or collaborate with third-party services, platforms, or applications. Users are advised to review the privacy policies and terms of service of any third-party platforms they engage with through €ASY\$TOCK.

6.6 User Rights: Depending on jurisdiction and applicable laws, users may have specific rights related to their personal data, such as the right to access, rectify, or delete their data. €ASY\$TOCK commits to honoring and facilitating these rights as mandated by law.

Article 7: Refunds and Cancellations

7.1 Refund Policy: All transactions made on the €ASY\$TOCK platform are governed by our dedicated Refund Policy. Before committing to any purchase or transaction, users are strongly advised to review and familiarize themselves with this policy.

7.2 **Right to Cancel:** Users may have the right to cancel a transaction under specific conditions as outlined in our Refund Policy. Cancellation rights, if any, will be detailed therein, including the timeframe within which a cancellation must be initiated and any associated fees or penalties.

7.3 **Processing Refunds:** Should a transaction qualify for a refund based on the criteria set out in our Refund Policy, €ASY\$TOCK will endeavor to process such refunds promptly. The mode of refund (e.g., original payment method, store credit) and the timeline for the refund will be specified in the policy.

7.4 **Exceptions:** There may be certain products or services that are exempt from refunds or cancellations. Such exceptions will be clearly communicated in the Refund Policy and/or the product listing.

7.5 **Disputes:** In the event of any disagreements or disputes related to refunds or cancellations, users are encouraged to first contact our customer support team for resolution. If an amicable resolution is not reached, further recourse mechanisms, including mediation or arbitration, will be available as detailed in our Refund Policy.

7.6 **User Responsibilities:** Users are responsible for understanding their rights and obligations related to refunds and cancellations. This includes carefully reviewing product descriptions, terms of sale, and our Refund Policy before making a purchase.

Article 8: Limitation of Liability

8.1 **General Limitation:** To the fullest extent permissible by applicable law, €ASY\$TOCK, its affiliates, directors, officers, employees, agents, or licensors ("€ASY\$TOCK Entities") shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible

losses, resulting from (a) the use or inability to use the platform or its services; (b) unauthorized access to or use of your account or data; or (c) any other matter relating to the platform or services.

8.2 Basis of the Limitation: Users acknowledge and agree that €ASY\$TOCK provides access to its platform and services "as is" and "as available" without any warranties of any kind, either express or implied. The limitations of liability reflect the allocation of risk between the parties and are an essential element of the basis of the bargain between the parties.

8.3 External Links: The €ASY\$TOCK platform may contain links to external websites or services that are not owned or controlled by €ASY\$TOCK. €ASY\$TOCK Entities shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through any such external websites or services.

8.4 Maximal Limitation: In jurisdictions that do not permit the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, the liability of €ASY\$TOCK Entities shall be limited to the maximum extent permitted by law.

8.5 User's Responsibility: Users agree that their use of the €ASY\$TOCK platform and services is at their sole risk and that they are solely responsible for any damages or losses arising from such use.

Article 9: Governing Law and Jurisdiction

9.1 Law Governing the Terms: These terms and conditions, along with any associated disputes, claims, or controversies arising out of or relating to the use of the €ASY\$TOCK platform, its

services, or these terms, shall be governed by and construed in accordance with the laws of [Relevant Country], without regard to its conflict of law principles.

9.2 Jurisdiction: The courts of [Relevant Country] shall have exclusive jurisdiction over any dispute, claim, or controversy arising from or related to the use of the €ASY\$TOCK platform, its services, or these terms. Users expressly agree to submit to this exclusive jurisdiction and waive any objections based on venue or inconvenient forum.

9.3 Alternative Dispute Resolution: Notwithstanding the foregoing, €ASY\$TOCK may agree to submit any disputes, claims, or controversies to mediation or binding arbitration in [Relevant Country], under conditions to be mutually agreed upon.

9.4 Enforceability: If any provision of these terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

Article 10: Changes to Terms and Conditions

10.1 Right to Modify: €ASY\$TOCK reserves the unreserved right to amend, modify, or replace these terms and conditions ("Terms") at any time and at its sole discretion.

10.2 Notification of Changes: Should there be any material changes to these Terms that might affect users' rights or the nature of the services provided, €ASY\$TOCK commits to notify registered users through appropriate channels. This could include, but is not limited to, email notifications, pop-up alerts on the platform, or a prominent notice on our website.

10.3 User Responsibility: Users are responsible for periodically reviewing the Terms to ensure they are informed of any changes. Continued use of the platform after the changes have been implemented will constitute acceptance of the modified Terms. If a user disagrees with any changes to the Terms, they should discontinue using the platform immediately.

10.4 Effective Date: Any changes or modifications will be effective immediately upon posting the revisions to the platform, unless otherwise specified. The date of the most recent revisions will be indicated at the top or bottom of the Terms.

Article 11: Contact and Communication

11.1 Inquiries and Concerns: Should users have any questions, concerns, feedback, or require clarifications regarding these terms and conditions or any aspect of the €ASY\$TOCK platform, they are encouraged to reach out to our dedicated support team.

11.2 Contact Information: Users can communicate with our team using the following contact details:

- **Email:** Email: contact@theuniverseofsmilesx.com
- **Discord:** Just create a ticket to talk to one of us

11.3 Prompt Response: Our team is committed to providing timely and constructive responses to all inquiries. However, due to the volume of messages we may receive, we kindly ask users to allow us enough time to respond to everyone.

11.4 Feedback Appreciation: €ASY\$TOCK values the feedback and insights of its users, and any comments that can help enhance our platform and services are warmly welcomed.