

2Senores OÜ

Terms and Conditions/Cookies

Last updated: May 9, 2019

Terms & Conditions

1. Introduction

1.1 Please read this document carefully, as it sets out the terms and conditions on which 2Senores OÜ (referred to as "Carbon") will provide services to you through our websites, APIs, or mobile applications.

2Senores OÜ is a company, organised and existing under the laws of Estonia, and having its principal place of business at Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917. It is registered with Registrar of Companies under number 14534403.

1.2 In this document, references to we/our/us are to Carbon. Any references to Customer/you/your are references to you as a customer of Carbon and user of our services. Any references to the "Service" includes websites, APIs, or mobile applications

1.3 This Agreement will govern the use of the Services provided by Carbon. By using the Services you agree to be bound by the terms and conditions set out on this webpage (the "Agreement"). This Agreement will come into effect when you confirm electronically that you agree to it. We recommend that you retain a copy of this Agreement and transaction records.

1.4 The services that are provided can only be used in a limited way as they only allow the Customer to acquire goods or services.

1.5 The risk of loss in trading or holding Bitcoin or any other cryptocurrency can be substantial. You should therefore carefully consider whether trading or holding Bitcoin or any other cryptocurrency is suitable for you in light of your financial condition. In considering whether to trade or hold bitcoin, you should be aware that the price or value of Bitcoin or any other cryptocurrency can change rapidly, decrease, and potentially even fall to zero.

1.6 Use of cryptocurrency may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with cryptocurrency in your jurisdiction before using the Services.

2. Services provided to you

2.1 Carbon provides the following services to you through our API:

2.1.1 allowing you to purchase any Cryptocurrency that can be purchased with Carbon through our partners' mobile applications or websites.

2.2 Together, the services set out in clause 2.1.1 are referred to in this Agreement as the "Services".

2.3 Carbon may also offer additional services to those listed above in clause 2.1.1 from time to time. Such additional services shall be provided under terms and conditions separate to this Agreement.

3. Customer registration process

3.1 To be eligible to become a Customer you must:

3.1.1 be at least 18 years old; and

3.1.2 have capacity to enter into legally binding contracts.

3.2 To become a Customer you must also provide Carbon with the information that is requested as part of the account opening process. This includes the information to satisfy "know your customer" and anti-money laundering checks. Failure to provide any information that Carbon reasonably requests from you pursuant to applicable money laundering laws and regulations after you have become a Customer shall be grounds for the suspension of the provision of Services to you (including access to your account) under clause 5 and/or the termination of this Agreement under clause 21. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.

4. Cryptocurrency purchase

4.1 You will be able to purchase Cryptocurrencies from us through our partners mobile applications and websites subject to the applicable fees displayed during the purchase flow. The price, exchange rate and amount of the Cryptocurrency that you wish to purchase will be confirmed at the time that you place an order for a Cryptocurrency Purchase.

4.2 Acceptance by us of an order for a Cryptocurrency Purchase does not guarantee that you will receive the corresponding amount of Cryptocurrency. The Cryptocurrency Purchase is conditional upon actual receipt by us of the funds from your credit or debit card, as well as payment of any applicable fees.

4.3 Subject to clause 4.2 and the transaction being honoured by the Customer's bank, card provider or other relevant party, Cryptocurrency Purchases shall be credited to any Cryptocurrency wallet as soon as possible once the Cryptocurrency Purchase has been confirmed by the Cryptocurrency network. Once submitted to a Cryptocurrency network, a Cryptocurrency Purchase will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Cryptocurrency network. Cryptocurrency transactions that are in a pending state will not be credited to the wallet.

5. Suspension of services

5.1 Carbon may withhold or suspend any Services (including your access to the Account) or any part of its functionality, where:

5.1.1 it knows or reasonably suspects that one or more Services:

- (a) is fraudulent or involves any criminal activity;
- (b) is money laundering or relates to money laundering activities; or
- (c) is otherwise in breach of applicable law.

5.1.2 you fail to provide on request such documentation as Carbon (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Carbon satisfaction;

5.1.3 any Cryptocurrency Purchase is significantly larger in size;

5.1.4 Carbon reasonably believes that it is necessary or desirable to do so in order to protect the security of the Account, including circumstances where any Account Details may have been lost or stolen; or

5.1.5 it is obliged to do so as a result of any law or regulation or the direction of any competent authority or regulatory body.

5.2 In the case of any such withholding or suspension described in this clause 5, Carbon shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

5.2.1 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and

5.2.2 would not compromise Carbon's reasonable security measures.

5.3 Carbon shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Cryptocurrency Purchase in accordance with this clause 5.

5.4 Where the reasons for Carbon's actions under this clause 5 cease to exist, Carbon may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new Account Details.

6. Fees

6.1 All fees payable under this Agreement are displayed during the purchase flow and shall be paid in Euro or any other currency that is agreed between Carbon and the Customer.

7. Data protection law

7.1 We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our [Privacy Policy](#) to understand how we use and protect the information you provide us.

8. Confidentiality

8.1 In this clause, "Confidential Information" means any information that is clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information excludes any information which:

8.1.1 is or becomes publicly known other than through a breach of this Agreement;

8.1.2 was in the receiving party's lawful possession before the disclosure;

8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

8.1.4 is independently developed by the receiving party, and that independent development can be shown by written evidence; or

8.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2 Each party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality. Neither party will use the other's Confidential Information for any purpose other than the implementation of this Agreement.

8.3 Each party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement.

8.4 This clause 8 will survive termination of this Agreement for a period of 3 years.

9. Warranties and representations

9.1 By agreeing to this Agreement, you represent, warrant and undertake to us that:

9.1.1 you have full power and authority to enter into this Agreement;

9.1.2 you understand and acknowledge that we do not warrant that any of the Services available through our API are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;

9.1.3 you are entering into this Agreement as principal and not on behalf of any third party;

9.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;

9.1.5 funds or Cryptocurrencies transferred to the Wallet or any Sub-Wallet have been acquired lawfully;

9.1.6 you understand and acknowledge that while we make reasonable endeavours to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;

9.1.7 any information provided by you to Carbon under this Agreement is true, complete, accurate, up to date and not misleading; and

9.1.8 you shall provide all assistance reasonably requested by Carbon to enable Carbon to comply with its obligations under this Agreement.

9.2 Carbon warrants, represents and undertakes that it shall provide the Services with reasonable care and skill.

9.3 Carbon makes no representation or warranty that the Services are applicable or appropriate for use by customers in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction outside Estonia in connection with the provision of the Services.

10. Limitation of liability

10.1 This clause 10 sets out Carbon's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

10.1.1 arising under or in connection with this Agreement;

10.1.2 in respect of any use made by the Customer of the Services or any part of them; and

10.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 Except as expressly and specifically provided in this Agreement, Carbon disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use.

10.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.

10.4 Whilst Carbon takes every care to ensure that the standard of the Website remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate the Carbon API.

10.5 Carbon disclaims all liability associated with the use of Cryptocurrency, including:

10.5.1 unknown inherent technical defects;

10.5.2 regulatory or legislative changes; and

10.5.3 currency fluctuation.

10.6 Nothing in this Agreement excludes the liability of Carbon:

10.6.1 for death or personal injury caused by Carbon negligence;

10.6.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; or

10.6.3 any statutory liability not capable of limitation.

10.7 Subject to clause 10.6, Carbon will not be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, loss or corruption of data, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, punitive, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement or for any loss, damage or corruption of any Cryptocurrency as a result of the instructions, acts or omissions of the Customer. This shall include any losses attributable to a failure by the Customer to keep secure any security or other information relating to the Wallet and access to it.

11. Right of withdrawal

11.1 You have 14 (fourteen) calendar days to exercise your right of withdrawal from this Agreement, without having to justify any reason or pay any penalty. This withdrawal period begins on the day after the date that your application is accepted by us.

11.2 We will not normally provide the Services during the withdrawal period. Any Services which are fully performed before a withdrawal cannot be reversed.

11.3 You must notify your withdrawal request to us within the allotted period by email to support@carbon.money.

11.4 If you exercise your right of withdrawal, this Agreement will be terminated at no cost to you (subject to any Exchange Fees and Withdrawal Fees required to effect your withdrawal).

12. Term and Termination

12.1 This Agreement will commence in the manner set out in clause 1.1 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.

12.2 This Agreement can be terminated immediately by the Customer providing written notice to Carbon.

12.3 This Agreement can be terminated with immediate effect by Carbon if:

12.3.1 it suspects that the Customer is in breach of any of its warranties and representations in clause 18;

12.3.2 the Customer is in material breach of this Agreement;

12.3.3 the Customer fails on request to provide such information or documentation as Carbon (or any third party whose services we use in providing the Services to you under this Agreement) may reasonably request in order to ensure compliance with applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Carbon satisfaction;

12.3.4 the Customer ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.

12.5 Any termination is without prejudice to either party's accrued rights or remedies.

12.6 The accrued rights and remedies of the parties, and clauses 8, 9 and 12.5, will survive termination of this Agreement for any reason.

13. Force majeure

13.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control.

14. Notices

14.1 We may (where allowed to do so by law) communicate with you by posting information in your Account or on the Website, in which case the information will be treated as received by you when it is posted by us.

14.2 We may also contact you at the postal or email address you provide us with when applying to open your Account. Notices sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following despatch). Notice sent by post will be deemed to have been received on the second business day after posting.

15. Complaints

15.1 For any complaint relating to the Services, you are advised to contact support@carbon.money.

16. Indemnification

16.1 You hereby agree that upon delivery of the purchased product, you will not be entitled to any credit or refund and all purchases are final. 2Senores OÜ's obligation towards you will be absolutely discharged upon delivery of the product to you and shall have no claim or right against 2Senores OÜ upon such delivery.

17. General

17.1 A waiver of any right under this Agreement is only effective if it is in writing.

17.2 If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force. Nothing in this Agreement shall be deemed, or is intended to be deemed, nor shall it cause, either you or Carbon to be treated as the agent of the other.

17.3 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between them.

17.4 The Customer will not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of Carbon. However, we may assign, transfer or sub-contract our respective rights and obligations under this Agreement upon providing you with 30 days' notice in writing.

17.5 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.6 Carbon may amend this Agreement as it sees fit. Carbon may make all amendments to the Agreement by posting the revised Agreement on the Website or by emailing it to you, indicating when the revised Agreement becomes effective. Carbon will take all reasonable steps to notify you of each amendment in advance of it taking effect, however, where permitted and necessary due to circumstances, we may indicate that an amendment shall be effective immediately. Copies of the current version of the Agreement will be made available on the Website.

17.7 This Agreement will be governed by, and construed in accordance with, the laws of Estonia and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of the Estonian Courts. This Agreement and any information or notifications that you or we are to provide should be in English.

17.8 If you have any feedback, questions, or complaints, you may contact us via our customer support webpage or at support@carbon.money.

Cookie Policy

What are cookies?

Our website, like many others, uses cookies in order to work properly.

Cookies are small text files that are downloaded onto your device when you access our website. They allow us to recognize your device and store some information about your preferences or past actions on our website, ultimately allowing us to improve your experience. This cookie policy describes the kinds of information that we gather, how we use the information, and why we need to store these cookies. We will also explain how you can prevent these cookies from being stored; however, this may downgrade or break certain elements of the site's functionality.

How we use cookies

We use cookies to understand how users interact with our services and thus how we can improve them. Details of this usage are described below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to the site. It is recommended that you accept our usage of cookies if you are not sure whether you need them or not, in case they are necessary for a service that you use.

The types of cookies we use

If you create an account on our site, then we will use cookies for the management of the sign-up process and general administration. These cookies will usually be deleted when you log out; however, in some cases they may remain afterwards to remember your site preferences when logged out.

We use cookies when you are logged in, so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

When you submit data through a form such as a contact page or comment box, cookies may be set to remember your user details for future correspondence.

In order to provide you with a great experience on this site, we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences, we need to set cookies so that this information can be called whenever you interact with a page that is affected by your preferences.

Some of the cookies we use are persistent, which means that they remain stored on your device for one year.

As we sell services, it is important for us to understand statistics on how many of the visitors to our site actually make a purchase, and thus cookies will track this kind of data. This is important to you as it means that we can accurately make business predictions that allow us to monitor our advertising and product costs to ensure the best possible price.

The behavioral advertising cookies used by this site are designed to ensure that we provide you with the most relevant adverts where possible by anonymously tracking your interests and presenting similar things that you may like.

In some cases, we may provide you with custom content based on what you tell us about yourself, either directly or indirectly if you link a social media account. These types of cookies simply allow us to provide you with content that we feel may be of interest to you.

Use of third-party cookies

In some special cases we also use cookies provided by trusted third parties. The following section specifies which third-party cookies you might encounter at this site and reasons why we use them.

Third-party analytics are used to track and measure usage of this site so that we can continue to produce engaging content. These cookies may track things such as how long you spend on the site or pages you visit, which helps us to understand how we can improve the site for you.

From time to time we test new features and make subtle changes to the way the site is delivered. While we are still testing new features, these cookies may be used to ensure that you receive a consistent experience on our site. That way, we will be able to understand which optimizations our users appreciate most.

Several partners advertise on our behalf and affiliate-tracking cookies simply allow us to see if our customers have come to the site through one of our partner sites. This lets us credit them appropriately, and also allows you to enjoy any bonuses they might be offering for use of their service.

How to disable cookies

A lot of web browsers allow control of cookies through the settings. You can prevent the setting of cookies by adjusting the browser settings (see your browser's Help section for the instructions).

Find out how to manage cookies on popular browsers:

- [Google Chrome](#)
- [Microsoft Edge](#)
- [Mozilla Firefox](#)
- [Microsoft Internet Explorer](#)
- [Opera](#)
- [Apple Safari](#)

Be aware that disabling cookies will affect the functionality of our website. Disabling cookies will usually affect the functionality and certain features of sites.

More information

2Senores OÜ

We hope this article has clarified things for you. As previously mentioned, it's best to leave cookies enabled just in case they are needed while you use our site. However, if you'd still like more information, feel free to contact us.