

## **LUXURIANCE CUSTOMER AGREEMENT**

### **1. PARTIES**

The following terms of use apply to LUXURIANCE and “www.luxuriance.io” services.

### **2. DEFINITIONS**

2.1. LUXURIANCE TITLE is a company located at “75 rue Pierre Timbaud 92230 Gennevilliers Paris France” address.

2.2. LUXURIANCE and services provided:

2.2.1. LUXURIANCE provides its customers with services aimed at providing comfort and prestige. It delivers these services to its customers through reference marketing.

2.2.2. KAF PRO AI is a supporting artificial intelligence system that works in financial markets and plans to provide profits to its users. It operates on an annual membership basis. LUXURIANCE offers its customers very advantageous packages.

2.3. LUXURIANCE card is a MASTERCARD-enabled debit card that allows its customers to spend crypto coins in everyday life and provides extra comfort features. It operates on a three-year membership basis.

2.4. User:

The user is an individual or organization that is a member of the page and uses the above-mentioned services at its discretion.

2.5. Site:

Refers to the domain name www.luxuriance.io and the subdomain associated with that domain.

### **3. START**

This agreement comes into force when the user logs in to the site electronically. When registering on the site, the user declares that he has read all the provisions of this Agreement separately and fully agrees to them.

### **4. RIGHTS AND OBLIGATIONS**

#### **4.1. RIGHTS AND OBLIGATIONS of USER**

4.1.1. The User agrees, declares and undertakes that he is older than 18 years of age to use the site. The user is responsible for all damages caused by the incorrect provision of this information. In this case, LUXURIANCE is entitled to cancel or suspend the user's account without prior notice by terminating the agreement unilaterally. LUXURIANCE is not responsible for any damages caused by these reasons.

4.1.2. LUXURIANCE has all intellectual and industrial rights related to all services, domain names, software codes, interfaces, content, product reviews, videos, algorithms, drawings, models, designs and the service provided on the site. (Content and applications provided by third parties are excluded.) All rights related to the software, design and copyright of the services offered belong to LUXURIANCE. LUXURIANCE does not allow copying, reproduction and dissemination of such services or linked pages for reverse engineering. The user agrees, declares and undertakes that he will not violate these provisions. Any violation of these provisions by the user may result in a unilateral and justified termination of the agreement. All civil and criminal liability belongs to the user.

4.1.3. The user is responsible for the accuracy and confidentiality of the information provided when registering on the site, as well as for protecting the password and username used to register on the site, and not sharing the information with third parties. The User agrees, declares and undertakes that he will not make any claims from LUXURIANCE for damages that may arise as a result of his negligence in this regard.

4.1.4. The User may not transfer, sell or donate his account or rights to third parties after accessing the site. LUXURIANCE has the right to cancel, suspend the user's account without prior notice. When LUXURIANCE uses these rights, it recognizes that the user account cannot be taken back. The user is responsible for all damages incurred in accordance with this article, and all criminal sanctions will also be borne by the user.

4.1.5. The user can have only one account. The user may use the site only to use the services described in this agreement. If the user identifies more than one account of the same user, LUXURIANCE has the right to cancel or suspend a single account or to suspend all of the user's accounts without prior notice, because LUXURIANCE has no responsibility for these actions. All civil and criminal liability arising from the provisions of this article will be borne by the user.

4.1.6. The user agrees that he will not use the site for illegal purposes and will be responsible for all legal and criminal liability that will arise if he uses the site for illegal purposes.

4.1.7. If user confirms his national identification number, then as a member of the site, the user can perform daily operations. In order to deposit and withdraw crypto or fiat money, user must document his identity and address (KYC) information. LUXURIANCE will not allow any actions on the user's account until the identity and address information is certified by the user. The identity and address information documented by the User is requested to comply with the laws and regulations of the European Union and is shared with the relevant authorities upon request by the competent authorities. LUXURIANCE undertakes not to share the user's identity, address, information and documents with natural and / or legal persons, except in this particular case.

4.1.8. The user accepts, declares and undertakes that any damages and losses arising from the use of the site are under the responsibility of the user. In the event that LUXURIANCE performs the services and actions under this agreement, the members of the board of directors, directors and employees of LUXURIANCE cannot be held responsible for any legal or criminal sanctions in any way.

4.1.9. The user will use the account registered with him by the username in the money transfer process. The user is responsible for any damages and delays that may occur if there are transfers from accounts registered under different names.

4.1.10. The user makes crypto currency withdrawals from the LUXURIANCE account to the wallet address. Again, the User agrees that LUXURIANCE is obliged to return any copies or incorrect transfers that it may make to the address of the withdrawal.

4.1.11. The user is responsible for all tax obligations due to the use of the site by the user.

4.1.12. In his activities within the site the user agrees that he will not produce or share content that encourages illegal activities, contrary to general morality and etiquette, contrary to the law in any part of the site or in his communication, which undermines the rights of 3rd Persons, misleading, offensive, obscene, pornographic, harming personality rights and contrary to copyright. He is fully responsible for the damage that would otherwise occur, and in this case, the "Site" authorities reserve the right to suspend, terminate such accounts and initiate legal proceedings. For this reason, it reserves the right to share information if requests are received from the judicial authorities regarding the activity or user accounts.

4.1.13. LUXURIANCE may change the services offered on the site and the terms of this agreement partially or completely at any time. The changes will be effective from the date of publication on the site. It is the User's responsibility to follow the changes. By continuing to use the services provided, the User is deemed to have accepted these changes.

#### **4.1.14 Notification**

All notifications that will be sent to the parties related to this Agreement will be sent to the e-mail address of LUXURIANCE and e-mail address specified by the user in the membership form. The user agrees that the address specified when registering is the valid notification address, if it changes, he will notify the other party in writing within 5 days, otherwise the notifications to this address will be considered valid.

4.1.15. The user must provide accurate, complete and up-to-date registration information. Otherwise, this Agreement will be deemed to have been violated and the account may be closed without informing the User. The user is responsible for password and account security on the site and third-party sites. The Company cannot be held responsible for data losses and security breaches that would otherwise occur or for damage to hardware and devices.

## **4. 2. RIGHTS AND OBLIGATIONS OF LUXURIANCE**

4.2.1. LUXURIANCE is committed to ensuring maximum security of the user who is a member of the site. LUXURIANCE will behave like a prudent trader and will take all the necessary care. If the account is used by unauthorized persons, the provisions of this agreement (5.3) apply.

4.2.3. LUXURIANCE is not responsible for any damages caused by identity, address and other contact information that is not shared by the user or incomplete.

4.2.4. LUXURIANCE has the right to make any changes to the deposit and withdrawal of funds it offers through the site. However, LUXURIANCE is obliged to announce these changes at its site [www.luxuriance.io](http://www.luxuriance.io) to users at least 5 business days in advance.

LUXURIANCE will not be responsible for any damages caused by these changes.

4.2.5. LUXURIANCE, will provide support only by official email address [support@luxuriance.io](mailto:support@luxuriance.io) it and by ticket method through the support section on the site. Other than e-mail address and ticket, support services are not provided to users by this method. Users will not be asked for a password in the support services they will provide through this address, and users will not be asked to send money. By accepting the provisions of this article, the user agrees to receive support from LUXURIANCE. LUXURIANCE cannot be held responsible for any damages caused.

4.2.6. LUXURIANCE is not a representative of any company, website or organization. It provides its customers with the services it provides in bulk, with its in-house reference system. For this reason, users cannot hold LUXURIANCE responsible for complaints they have experienced compared to other platforms.

4.2.7. LUXURIANCE, which does not cooperate with any company, undertakes not to share the user's personal information with any company other than the legal authorities.

## **5. LEGAL AND CRIMINAL OBLIGATIONS**

5.1. The User is deemed to have read and accepted all the statements made by LUXURIANCE and all official institutions in the European Union.

5.2. In the event that the site is used for illegal purposes, the user is responsible for all legal and criminal sanctions. In this regard, it accepts, declares and undertakes to compensate LUXURIANCE.

5.3. The user undertakes to use the site in accordance with the laws of the European Union and all legislation. In case of illegal use, LUXURIANCE has the right and authority to share the entire user's information with the competent authorities. This issue cannot be considered a violation of privacy and no responsibility can be attributed to LUXURIANCE.

## **6. COMPLIANCE POLICY AND CODE OF CONDUCT**

6.1. LUXURIANCE is a company under the jurisdiction of the European Union.

6.2. LUXURIANCE will respect the laws and regulations of the European Union regarding any business relationship and customer relations.

6.3. LUXURIANCE will carefully check each customer's identity (KYC) in accordance with European Union rules.

6.4. LUXURIANCE will undertake everything to ensure transparency and prevent money laundering attempts or other types of illegal actions.

6.5. LUXURIANCE has processes in place to identify and resolve conflicts of interest. They consist of a large number of corporate and administrative measures to protect the interests of the client and prevent the occurrence of conflicts.

6.7. In case of conflict, LUXURIANCE will make every effort to resolve the conflict quickly and easily in cooperation with all parties.

## **7. PRICING**

LUXURIANCE announces the fees for its services in the market section of the site. This section is available at [www.luxuriance.io](http://www.luxuriance.io). The service fees in this section are an integral part of this agreement / the fees will be effective from the moment they are announced.

## **8. PRIVACY POLICY**

8.1. LUXURIANCE cannot disclose the user's personal information to third parties without the user's consent. However, if information is requested during an investigation or prosecution conducted by the competent authorities of the European Union, this information is shared with the relevant authorities.

8.2. LUXURIANCE identifies and records the user's IP addresses, the devices they access, and model, operating systems, and browser information. LUXURIANCE may use this information in a general way to identify its users and collect comprehensive demographic information to ensure user and system security and comply with legal obligations.

8.3. LUXURIANCE can cooperate with third-party institutions and organizations in various ways. In this cooperation, they will be allowed to communicate and / or market as required by law, but they will be provided with tools that will allow the user to leave the system for free.

8.4. LUXURIANCE may give links to other sites on the site. LUXURIANCE may post or refer to third-party advertisements and/or application forms for various services. LUXURIANCE is not responsible for the privacy practices and policies applied to third-party sites that the user accesses in this way, as well as the content of third-party sites.

8.5. LUXURIANCE undertakes to keep the user's information confidential and take all necessary measures. However, if the information and documents are requested by the competent authorities in accordance with the laws of the European Union, these information and documents are submitted to the competent authorities. LUXURIANCE cannot be held responsible for any damages caused by this.

8.6. Some of the content presented on the site consists of data collected from third-party services and publicly available sources. All data, analyzes, reports, statistics are objectively processed and presented by the software, which automatically processes the information without any editing or redirection. All news and reports provided by LUXURIANCE are for informational purposes only and are not guaranteed to be accurate. It is likely that the data will be contradictory or inconsistent with each other, and LUXURIANCE has no responsibility under any name due to these terms.

8.7. LUXURIANCE agrees to process all personal data of users within framework of Article 12 of the United Nations Universal Declaration of human rights, 17th article of the International Convention on civil and political rights and the PRINCIPLES OF PROTECTION OF PERSONAL DATA THAT ARE ACCEPTED INTERNATIONALLY and General Data Protection Regulation of the European Union (GDPR) and agrees that it will be responsible for the protection of this personal data. The user agrees that his personal data will be processed by LUXURIANCE and stored on its secure servers. With this agreement, the user agrees and undertakes that LUXURIANCE is the personal data operator in accordance with the provisions of the GDPR in terms of his personal data and that LUXURIANCE has a legal basis for processing his personal data in accordance with Article 6 of the GDPR. LUXURIANCE undertakes to provide the user with the clarification text and provide the necessary information

about the transaction it will make before each transaction it will make regarding the user's personal data. By accepting this agreement and its disclosure obligations, the user agrees and undertakes that he has no right to object to the secure processing and storage of his personal data, provided that personal data breaches due to a LUXURIANCE error are reserved.

#### **9. APPLICABLE LAW AND AUTHORITY**

The laws of the European Union apply to all disputes arising out of the use of the site and / or in connection with the legal notice and / or in connection with this site. The competent courts and executive offices are the courts and executive offices of PARIS.

#### **10. AGREEMENT AMENDMENTS**

LUXURIANCE may change the terms and conditions set out in this Agreement without prior notice. However, the changes will be posted on the site. The User agrees and undertakes to accept this change until the end of this agreement. The User agrees and undertakes that he cannot claim that he does not know about the changes to the terms and conditions of the agreement published on the site by LUXURIANCE.

#### **11. CONTROL**

11.1. This agreement is valid when it is announced on the site by LUXURIANCE.

11.2. The User agrees, declares and undertakes that he has read and understood all the articles of this agreement separately. The user approves the entire content and all the provisions of the agreement. A user who does not accept this agreement should not become a member of the site and use the services of the site.