

Terms and Conditions of Global CIM

These general terms and conditions for the provision of services on digital assets (hereinafter referred to as the “Terms & Conditions” or “T&C”) govern the contractual relationship between Global CIM and each User (hereinafter individually a “Party” or collectively the “Parties”) and are intended to define the terms of access and use of the Platform, the Site, the Global CIM Services, and the Products, as well as to define the rights and obligations of the Users and Global CIM within this framework.

By creating a Global CIM Account and accepting these T&C by checking the corresponding box appearing on the Site or the Mobile Application, by accessing the Platform, and/or by using the Global CIM Services:

- You express your consent to these T&C and acknowledge having read, understood, and accepted these T&C, as well as all additional documents or conditions referred to by a direct access link at the bottom of these T&C;
- You acknowledge and agree to be bound by and comply with these T&C, in their current version and in their updated version, after your consent to them has been expressed;
- You request and agree that the contract concluded with Global CIM by accepting these T&C shall be subject to immediate commencement of execution before the end of the withdrawal period provided for in Article L.222-7 of the Consumer Code. Exercise of your right of withdrawal must be notified in writing to Global CIM within 14 days of accepting these T&C, by registered letter with acknowledgment of receipt to the following address: Global CIM, 18 avenue de la Costa, 98000 Principality of Monaco. You acknowledge and accept that Transactions executed before the end of the withdrawal period cannot be canceled due to the fluctuation in the price of digital assets they involve; and
- You also understand and accept that the use of certain Global CIM Services is governed and subject to your acceptance of Specific Conditions, which are referred to at the bottom of these T&C and accepted prior to using the Global CIM Services or Products to which these Specific Conditions apply.

If you do not understand and accept these T&C in their entirety, you must not create a Global CIM Account or access or use the Site, Mobile Application, Platform, or Global CIM Services.

Risk Warning

As with any asset, the value of Digital Assets (as defined below) can fluctuate significantly, and there is a significant risk of economic and financial loss when buying, selling, holding, or investing in Digital Assets. Global CIM has no influence on the fluctuation in the value of Digital Assets, and past performance of Digital Assets does not predict future performance. You must therefore consider whether buying/selling or holding Digital Assets is suitable for you, given your financial situation.

More information on the risks associated with the use of Global CIM Services is presented in our Risk Warning. These risks include, but are not limited to, market risk, liquidity risk, volatility risk, total loss of funds, cyber risks, legal risks, and tax risks. You must read the Risk Warning carefully. However, it cannot cover all risks that may arise given the constant evolution of the Digital Asset market, nor how these risks are related to your personal situation.

It is important that you fully understand the risks involved before deciding to use the Global CIM Services. By using the Global CIM Services, you acknowledge and accept that: (1) you are aware of the risks associated with transactions and services on Digital Assets; (2) you assume all risks related to the use of Global CIM Services and transactions on Digital Assets; and (3) Global CIM will not be responsible for such risks or unfavorable outcomes as provided in these T&C.

Global CIM is in no way a broker, intermediary, agent, advisor, or any other professional finance or advisory capacity towards you. We have no fiduciary relationship, principal-agent relationship, or any other nature towards you regarding Transactions or other activities you undertake using Global CIM Services.

We do not provide any investment advice or consultation of any kind, and any communication or information we may provide to you is not intended to, and should not be interpreted as, advice or a recommendation of any kind.

It is your responsibility to determine if an investment, investment strategy, or Transaction is appropriate based on your personal investment objectives, financial situation, and risk tolerance. You are responsible for any loss or liability associated with it. We do not recommend in any way buying, earning, selling, or holding a Digital Asset or another. Before deciding to buy, sell, or hold a Digital Asset, you should conduct your own due diligence, checks, and prior assessments and consult your financial advisor, if necessary. We are not responsible for the decisions you make to acquire, sell, or hold Digital Assets based on the information we provide, including losses you suffer from these decisions.

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1. Purpose

These General Terms and Conditions of Sale (T&C) aim to define the terms of provision of trading and investment services in cryptocurrencies by Global CIM.

2. Company Identification

Global CIM, located at 18 avenue de la Costa, 98000 Principality of Monaco, is regulated by FINMA.

3. Definitions

3.1 Global CIM: The company operating the cryptocurrency trading and investment platform.

3.2 User: Any natural or legal person using Global CIM services.

3.3 Services: The cryptocurrency trading and investment services offered by Global CIM.

3.4 Cryptocurrencies: The digital assets traded on the Global CIM platform.

4. Acceptance of General Conditions

4.1 The use of Global CIM services implies unconditional acceptance of these T&C.

4.2 Users declare having read and understood the T&C before any use of the services.

5. Access to Services

5.1 Access to Global CIM services is reserved for adults and legally capable persons.

5.2 Global CIM reserves the right to deny access to its services to anyone not complying with the T&C.

6. Registration

6.1 To use Global CIM services, the user must create an account by providing accurate and complete information.

6.2 The user is responsible for the confidentiality of their login credentials.

6.3 Any activity carried out via the user's account is deemed to be carried out by the user themselves.

7. Use of Services

7.1 Global CIM services allow the purchase, sale, and investment in cryptocurrencies such as Bitcoin, Ethereum, Solana, Cardano, Bitcoin Cash, BNB, Dash, Doge, Litecoin, Shiba, XRP, etc.

7.2 Global CIM also offers specific investment services, including BTC ETFs and ETH ETFs, as well as AI Robot-based trading tools.

7.3 Users must comply with the laws and regulations in force when using the services.

7.4 Users are not committed beyond their initial capital invested. Global CIM does not allow margin transactions or leveraged positions.

8. Description of Services

8.1 Global CIM services include the purchase, sale, and investment in cryptocurrencies.

8.2 Global CIM offers additional services such as BTC and ETH ETFs and AI-based trading tools.

8.3 The details and specific conditions of each service are available on the Global CIM platform.

9. Financial Conditions

9.1 Global CIM services are subject to fees detailed on the company's website.

9.2 Users agree to pay all fees related to the use of the services.

9.3 Global CIM reserves the right to change its rates at any time, with 30 days' notice.

10. Service Fees

10.1 The fees applicable to each service are indicated on the Global CIM website.

10.2 Users are informed of the fees before confirming each transaction.

10.3 Global CIM reserves the right to modify service fees with 30 days' notice.

11. Payment Methods

11.1 Payments for Global CIM services must be made according to the payment methods accepted by the company.

11.2 Users are responsible for all fees associated with transactions, including deposit and withdrawal fees.

11.3 Global CIM will not be responsible for additional fees imposed by the user's financial institutions.

12. Rights and Obligations of the Parties

12.1 Users have the right to access Global CIM services in accordance with the T&C.

12.2 Global CIM undertakes to provide services in accordance with the descriptions provided on its website.

12.3 The parties must comply with their respective obligations as defined in the T&C.

13. Rights and Obligations of the User

13.1 The user must provide accurate and complete information during registration.

13.2 The user is responsible for the security of their login credentials.

13.3 The user must comply with the laws and regulations in force when using the services.

14. Rights and Obligations of Global CIM

14.1 Global CIM undertakes to secure user transactions and data.

14.2 Global CIM reserves the right to suspend or terminate a user account in case of violation of the T&C.

14.3 Global CIM may modify services and fees with reasonable notice.

15. Security

15.1 Global CIM implements security measures to protect users' digital assets.

15.2 Users must secure their personal information and login credentials.

15.3 In case of suspected fraudulent activity, users must immediately contact Global CIM.

16. Confidentiality and Personal Data Protection

16.1 Global CIM is committed to protecting users' personal data confidentiality.

16.2 Collected data is used in accordance with Global CIM's privacy policy.

16.3 Users have the right to access and rectify their personal data.

17. Intellectual Property

17.1 Global CIM content and services are protected by intellectual property rights.

17.2 Users may only use Global CIM content for personal, non-commercial purposes.

17.3 Any unauthorized reproduction or use of Global CIM content is strictly prohibited.

18. Liability

18.1 Global CIM is responsible for providing services in accordance with the T&C.

18.2 Users are responsible for their use of Global CIM services.

18.3 Global CIM is not liable for indirect or unforeseeable damages resulting from the use of services.

19. Limitation of Liability

19.1 Global CIM will not be liable for indirect, special, consequential, or punitive damages resulting from the use of our services.

19.2 Global CIM's total liability for any claim arising from the use of our services is limited to the amount of fees paid by the user in the six months preceding the claim.

19.3 Global CIM is not liable for service interruptions due to circumstances beyond our control, such as network outages or cyber-attacks.

20. Insurance

20.1 Global CIM recommends users to obtain insurance to cover risks associated with using the services.

20.2 Global CIM may offer additional insurance options for certain services.

20.3 Details of available insurance options are provided on the Global CIM website.

21. Termination

21.1 Users may terminate their account at any time by contacting Global CIM customer service.

21.2 Global CIM reserves the right to terminate a user account in case of violation of the T&C.

21.3 Upon termination, users must immediately cease using Global CIM services.

22. Effects of Termination

22.1 Upon termination, users will no longer have access to Global CIM services.

22.2 Funds remaining in the user's account will be refunded after deducting applicable fees.

22.3 Global CIM reserves the right to retain certain data in accordance with applicable law.

23. Force Majeure

23.1 Global CIM will not be liable for failures or delays in performing its obligations due to circumstances beyond its control (force majeure).

23.2 In the event of force majeure, Global CIM will inform users as soon as possible.

23.3 The parties' obligations will be suspended for the duration of the force majeure event.

24. Modification of Services

24.1 Global CIM reserves the right to modify its services at any time.

24.2 Changes will be posted on the Global CIM website and take effect immediately.

24.3 Users will be informed of changes via the email address associated with their account.

25. Modification of General Conditions

25.1 Global CIM reserves the right to modify these T&C at any time.

25.2 Changes will be posted on our website and take effect upon publication.

25.3 Users will be informed of changes via the email address associated with their account.

25.4 Continued use of services after changes are published constitutes acceptance of the new T&C.

26. Links to Third-Party Sites

26.1 Third-party sites accessible via links on the Global CIM site are not under the control of Global CIM.

26.2 Global CIM is not responsible for the content or services offered by these third-party sites.

26.3 Users access third-party sites at their own risk.

27. Advertising

27.1 Global CIM may display advertisements on its website.

27.2 Users consent to receive commercial communications from Global CIM.

27.3 Users can unsubscribe from commercial communications by following the instructions provided in each communication.

28. Evidence Agreement

- 28.1 Electronic records maintained by Global CIM are considered valid evidence of communications, transactions, and payments between the parties.
- 28.2 Users agree that electronic records may be used as evidence in case of a dispute.
- 28.3 Global CIM will archive contractual documents on a reliable and durable medium.

29. Independence of Clauses

- 29.1 If any clause of the T&C is deemed invalid or unenforceable, the other clauses will remain in force.
- 29.2 The parties agree to replace the invalid clause with a valid clause having an equivalent economic effect.

30. Non-Waiver

- 30.1 The fact that Global CIM does not invoke a breach by the user of one of the obligations provided for in the T&C shall not be interpreted as a waiver of the obligation in question.
- 30.2 Any waiver must be expressly written and signed by Global CIM.

31. Applicable Law and Competent Jurisdiction

- 31.1 These T&C are governed by the law of the Principality of Monaco.
- 31.2 In case of discrepancy between the French version and any other linguistic version of these T&C, the French version shall prevail.
- 31.3 Any dispute or litigation related to the execution or interpretation of these T&C shall be submitted to the competent courts of the Principality of Monaco.

32. Customer Service

- 32.1 For any questions regarding Global CIM services, users can contact customer service.
- 32.2 Customer service is available by email at support@globalcim.com.
- 32.3 Customer service strives to respond to user inquiries within a reasonable timeframe.

33. Miscellaneous Provisions

- 33.1 These T&C constitute the entire agreement between the parties and replace all previous agreements.
- 33.2 Any modification of the T&C must be made in writing and signed by the parties.
- 33.3 In case of discrepancy between the T&C and any other contractual document, the T&C shall prevail.

34. User Acceptance

- 34.1 By using Global CIM services, users unreservedly accept these T&C.
- 34.2 Users acknowledge having read and understood the T&C before using the services.
- 34.3 Users accept that the T&C may be modified in accordance with section 25.

35. Contact

- 35.1 For any questions regarding these T&C, please contact us at the following email address: support@globalcim.com.
- 35.2 You can also reach us by phone at +33162201181.

35.3 For specific questions related to KYC/AML services, please use the dedicated email address: compliance@globalcim.com.

35.4 Global CIM strives to respond to all requests within a reasonable timeframe.