

Terms and Conditions of Use of the Cryptoplatform (Trading Platform), Other Software and the Website

The text as of October 15, 2019

PLEASE READ THESE T&C CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO THESE T&C, DO NOT USE THE APPLICATION AND THE WEBSITE.

These T&C contain the terms and conditions of use of the Application, other software specified in these T&C and the Website (as defined below) and constitute a binding agreement between You and the Company.

1. DEFINITIONS AND INTERPRETATIONS

“Application”, “Platform” mean the cryptoplatform (trading platform) “Currency.com” that is a web platform (a computer program, the access to which is provided by the means of using Internet) for digital tokens (tokens) (hereinafter referred to as “tokens”) trading, the right to use which is possessed by the Company and available at the Website, which enables its users to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens, as well as make other transactions (operations) with tokens in accordance with the legislation of the Republic of Belarus. This term shall be also applied to refer to the mobile application “Currency.com Exchange”, which is a software that performs the functions of the cryptoplatform (trading platform) “Currency.com”, but is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems. The Application does not provide users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

Where there are no special terms and conditions in respect of the Financial Application, the terms and conditions stipulated in these T&C in respect of the Application (Platform) shall be also applied to the Financial Application.

“Financial Application” means the mobile application “Currency.com – Buy Bitcoin!”, which is a software that performs certain functions of the cryptoplatform (trading platform) “Currency.com” but in a simplified and entry-level form and which is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems. The Financial Application allows only to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens outside the tokens trading in accordance with the legislation of the Republic of Belarus (the parties to these transactions are the Client and the Company). In the Financial Application the Company shall be entitled to set forth limits for transactions with tokens (these limits may be amended/eliminated/introduced by the Company at any time at its sole and absolute discretion). The Financial Application does not allow to carry out transactions with Tokenised exchange-traded assets, Tokenised bonds, as well as Leverage-operations, including Short-operations. The Financial Application does not provide users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

“Business Day” means any day except for Saturday, Sunday and any day on which banks in the Republic of Belarus are closed (do not perform banking operations).

“**Currency.com**”, “**Company**” means Currency Com Bel Limited Liability Company, registered (incorporated) in the Republic of Belarus under No. 193130368.

“**Currency.com Account**”, “**Account**” means the account, which has been created by You in the Application and on which deposited money, electronic money, and tokens are accounted.

“**External Account**” means current (settlement) bank account, electronic wallet, address (identifier) of a virtual wallet owned by You and to which You demand a transfer of money, transfer of electronic money, transfer of tokens, in the process of money, electronic money, tokens withdrawal.

“**Verification**” means a set of measures to validate the data obtained during the identification.

“**Intellectual Property Rights**” mean all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names, future intellectual property rights and any other intellectual rights (and any licences in connection with any of the same) whether or not registered or capable of registration.

“**Services**” for the purposes of these Terms term “Services” includes granting permission to use the Application and includes services in organizing tokens trading.

“**T&C**”, “**Terms**” mean these Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website as varied and amended by Us from time to time at its sole discretion.

“**You**” and “**Your**” or “**Client**” relates to you, i.e. to the user of the Application (the Company’s client). These terms shall be also applied to the Company’s clients which are legal entities.

“**We**”, “**Our**” and “**Us**” relates to the Company.

“**Tokenised exchange-traded asset**” (hereinafter referred to as “**Tokenised asset**”) is a token, the value of which corresponds to the price (value) of a certain asset (a security, precious metal or other underlying asset) and certifies the right of the owner of the token to demand from the person who has placed it to acquire (ensure acquisition of) this token at the price (value) that the said asset has at the moment of satisfying this demand. The term “Tokenised assets” does not apply to Fiat currency tokens, Other tokens representing currencies and Tokenised bonds.

“**Fiat currency token**” is a token which represents currency (the US dollar, Euro, Russian ruble or Belarusian ruble) and by means of purchase and sale of which depositing and withdrawal of money and electronic money may be carried out.

“**Other token representing currency**” is a token which represents currency, by means of use of which depositing and withdrawal of money and electronic money cannot be carried out (barterable tokens representing currencies).

“**Tokenised bond**” is a token the price for which on the Platform corresponds to the market (current) value of a certain bond (government bond) and which certifies the rights of the owner

of this token, provided for in the “White paper” declaration, in accordance with which this token is created and placed.

“**Leverage-operation**” is an operation (or series of transactions) performed on the Platform in accordance with clause 6 of these T&C, within which You acquire the title of property to the tokens that You have not fully paid for (or the title of property to them emerges on Your side), with a special procedure for disposing of these tokens, or a Short-operation.

“**Short-operation**” is an operation (or series of transactions) performed on the Platform in accordance with clause 6 of these T&C, within which You acquire the title of property to the tokens (or the title of property to them emerges on Your side) by way of Borrowing for their subsequent alienation to the Company, and in connection with such alienation You obtain the right to demand from the Company to sell to you the tokens of the same type in the same quantity, and also provide the Company with an irrevocable offer on Your acquiring from the Company the tokens of the same type in the same quantity.

“**Borrowing**” means receiving by You from the Company the title of property to tokens in order to carry out a Short-operation with undertaking the obligation to transfer to the Company the title of property to the tokens of the same type in the same quantity in the future (at the termination of the Short-operation).

“**Own funds**” mean the quantity of Fiat currency tokens, Other tokens representing currencies, or cryptocurrency, accounted for You on Your Account, which you can freely dispose of on the Platform and which determine the maximum amount of Borrowing.

“**Reserving collateral for Borrowing**” means the method of ensuring performance of Your obligations under a Short-operation, which provides for reserving Your Own funds, identified as collateral for Borrowing, and consists in excluding Your possibility to dispose of these Own funds otherwise than for performance of Your obligations under the said Short-operation.

“**Suspend the Currency.com Account**” – the action performed by the Company in the cases provided for in these T&C, as a result of which, during the period when the Currency.com Account is suspended, the Client has the opportunity to log into it, but is deprived of the opportunity to make any transactions (operations) using it, including is deprived of the opportunity to withdraw money, electronic money and tokens. At the moment when the suspension of the Currency.com Account is started, the Client’s Leverage-operations are terminated with the Platform (the Company) automatically making a “buyout” (with offsetting of the counter claims of the same kind) from the Client under the relevant exchange agreement of the tokens acquired by the Client in accordance with the Leverage-operation. This termination is carried out in accordance with the procedure provided for in sub-clauses 6.3.1 and 6.3.2 of clause 6 of these T&C, as if when the Client during the Leverage-operation “is about to be in the red”. The Company’s right to conduct the aforementioned “buyout” is based on the fact that the Client, having agreed with these T&C, gives the Company an irrevocable offer (providing for the possibility of making this “buyout”), which can be accepted by the Company, inter alia by making the specified “buyout” automatically.

“**Website**” means www.currency.com, www.currencycom.by.

The terms indicated on the virtual buttons and other elements of the graphical interface used on the Website and on the Platform as well as in case of necessity in these T&C will have the

following meanings and will mean the following actions when using them (if they are to be used):

“Buy” means to acquire a Tokenised asset, a Tokenised bond, a Fiat currency token, Other token representing currency, or cryptocurrency by means of exchange of it for Your Fiat currency token, Your Other token representing currency, or Your cryptocurrency as well as to buy a Fiat currency token for money (electronic money), or to terminate a Short-operation upon Your initiative.

For the Financial Application the term **“Buy”** means to acquire tokens for Your money (electronic money) or by means of exchange for Your tokens of another type.

“Sell” means to alienate Your Tokenised asset, Your Tokenised bond, Your Fiat currency token, Your Other token representing currency, or Your cryptocurrency by means of exchange of it for a Fiat currency token, Other token representing currency or cryptocurrency as well as to sell a Fiat currency token for money (electronic money), or to proceed to a Short-operation (or to commence it).

For the Financial Application the term **“Sell”** means to alienate Your tokens for money (electronic money) or by means of exchange for tokens of another type.

“Margin”, “Prepayment” means the quantity of Fiat currency tokens, Other tokens representing currencies, or cryptocurrency, accounted for You on Your Account, which You pay as prepayment for the tokens that are acquired under an order for carrying out a Leverage-operation within the relevant Leverage-operation (except for a Short-operation) and which is necessary for submitting the said order to the Company. The amount of the Margin may be changed by the Company unilaterally depending on how the price for the tokens in respect of which the said order has been submitted by You varies.

“Leverage” means the ratio of:

- 1) Margin required for submitting an order for carrying out a Leverage-operation (except for a Short-operation) to the total value of the tokens purchased under such an order;
- 2) Own funds identified as collateral for Borrowing to the total value of tokens that are the object of Borrowing (in case of a Short-operation).

“Shares” mean Tokenised assets, that at each time point have a price equal to the price for the corresponding share, the price for which they represent.

“Indices” mean Tokenised assets, that at each time point have a price equal to the price for the corresponding index, the price for which they represent.

“Deposit” means to transfer money, electronic money, or tokens to the current (settlement) bank account, e-wallet, address (identifier) of the virtual wallet of the Company respectively for the purposes of transaction performing on the Platform. The word “depositing” means carrying out the said transfer (by You). Deposited money, electronic money, and tokens shall be accounted for You on Your Account.

“Withdraw” means to transfer money, electronic money, or tokens, accounted for You on Your Account, to Your External Account at Your demand. The word “withdrawal” means carrying out the said transfer (by Us at Your demand).

“**Commodities**” mean Tokenised assets, that at each time point have a price equal to the price for the corresponding commodity, the price for which they represent.

Other terms are used as meant in the legislation of the Republic of Belarus and acts of the Supervisory Council of the High Technologies Park (Republic of Belarus).

2. APPLICATION OF THESE TERMS

2.1 Acceptance

By using the Application or the Website, You agree to be bound by these T&C, which shall take effect immediately upon Your first use of the Application or the Website respectively. If You do not agree to be bound by these T&C then please do not access or use the Application or the Website respectively.

You also agree to comply with the following documents (as well as being legally bound by them):

- General Terms for Digital Token (Token) Sale;
- Contract for participation in tokens trading;
- the relevant White Paper Declaration (applicable to tokens created and placed in accordance with it).

You further acknowledge that Your failure to comply with these T&C may result in disqualification and/or legal action against You as deemed appropriate and as more particularly detailed below.

2.2 Prevailing terms

The Russian language version of these T&C shall be the prevailing version in the event of any discrepancy between any translated versions of these T&C.

2.3 Amendments in these T&C

2.3.1 Each party shall have the right to terminate these T&C at any time at its sole and absolute discretion by means of a unilateral extrajudicial refusal to perform it, expressed by sending the other party a notice of such refusal in the manner specified in these T&C. The Agreement shall be deemed to be terminated on the date of receipt by the recipient party of the relevant notice.

2.3.2 The Company is not entitled to unilaterally and extrajudicially refuse to fulfill the obligations on own tokens of the Company created by it or on its behalf by another person and placed by the Company, as well as terminate unilaterally and extrajudicially the effect of the relevant White Paper Declaration approved by the head of the Company, in the presence of these tokens in circulation.

2.3.3 In the event of termination of the contractual relations between You and the Company, Your funds (including tokens) held by the Company shall be transferred by the Company to You at Your demand after deduction of the amounts of remuneration due to the Company, the expenses incurred by the Company in connection with such transfer, the amounts of losses

inflicted by You to the Company and the amounts of forfeit (penalty) subject to withholding by the Company as a result of violation of the contractual conditions by You, provided that the transfer is not hindered by the taking measures in the field of prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction.

2.3.4 The Company has the right to unilaterally and extrajudicially amend these T&C at any time at its sole and absolute discretion, except for the White Paper Declaration approved by the head of the Company, which will be amended in cases provided for in the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus). In these cases, the Company will amend this declaration unilaterally and extrajudicially. These T&C shall be amended unilaterally and extrajudicially by posting the amended text of these T&C on the Company's website on the Internet with posting of the notice thereof in the Your Account and (or) by sending such notice in the manner specified by the agreement of the Parties. These T&C shall be deemed to have been amended three days after the date on which the amended text of these T&C is posted on the Company's website on the Internet, unless the Company stipulates another term (inter alia, in the said notice).

3. RISK DISCLOSURE

3.1 You hereby confirm Your understanding that the nature of the Services and any transactions involving cryptocurrencies may be risky. You understand and accept the risks related to purchase and sale of cryptocurrency via the Services.

3.2 By accepting and (or) complying with the T&C, You acknowledge that You have read the following risk information disclosed by the Company and that You accept these risks:

3.2.1 tokens are not legal tender and are not required to be accepted as a means of payment;

3.2.2 the Republic of Belarus, its administrative and territorial units, the Supervisory Council of the High Technologies Park (the Republic of Belarus) and the administration of the High Technologies Park (the Republic of Belarus) are not liable to token owners for their technical and legal properties, both as declared during their creation and placement and necessary for token owners to achieve the goals they set when acquiring tokens;

3.2.3 tokens are not granted by the state;

3.2.4 acquisition of tokens may lead to complete loss of money and other objects of civil rights (investments) transferred in exchange for tokens (including as a result of token cost volatility; technical failures (errors); illegal actions, including theft);

3.2.5 the technology of the register of transaction blocks (blockchain), other distributed information system and similar technologies are innovative and constantly updated, which implies the need for periodic updates (periodic improvement) of the Information System and the risk of technical failures (errors) in its operation;

3.2.6 certain tokens alienated by the Company may be of value only when using the Information System and (or) the Company's services;

3.2.7 as the attitude of different states (their regulators) to token transactions (operations) and approaches to their legal regulation differ from jurisdiction to jurisdiction, there is a risk that the Agreement or its particular conditions may be invalid and (or) unenforceable in certain states.

3.3 You should carefully consider whether trading in cryptocurrencies is suitable for You in light of Your circumstances and financial resources.

3.4 In addition to the risks specified in sub-clause 3.2 of this clause, risks of trading in cryptocurrencies include, but are not limited to, the following:

3.4.1 Trading Risks

(a) The cryptocurrency market is still new and uncertain. The prices of cryptocurrencies are highly volatile and can shift quickly. You should be prepared to lose all or substantially all of Your assets when trading in cryptocurrencies.

(b) Cryptocurrency markets have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade cryptocurrencies or products derived from or ancillary to them. Furthermore, any cryptocurrency market may abruptly appear and vanish. We make no representations or warranties about whether cryptocurrency that may be traded on the Application may be traded on the Application any point in the future, if at all. Any cryptocurrency is subject to delisting without notice or consent.

3.4.2 Legal Risks

The legal status of cryptocurrencies may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more cryptocurrencies constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how cryptocurrencies are addressed, regulated, and taxed under applicable law of the state, the citizen (subject) of whom you are, or in whose territory you reside.

3.4.3 Security Risks

You acknowledge that having cryptocurrencies on deposit and trading in them create certain security risks including, but not limited to various security breaches or targeted hacking attacks. You acknowledge that We shall not be responsible for any loss, theft, failures, disruptions, errors, distortions or delays You may experience when trading via the Application, except in cases where such losses, thefts, failures, violations, errors, distortion or delay occurred due to Our fault.

3.5 You acknowledge and agree that Currency.com can itself be the participant of trades in the Application. We are obliged to manage and mitigate any conflict of interest risks arising out of Our trading in cryptocurrency with You using the Application.

4. USAGE REQUIREMENTS

4.1 To be eligible to use the Application:

(a) You must be at least 18 years old;

(b) You must be registered, domiciled or located in, or resident of, a country where using the Application (in particular, trading in cryptocurrencies) is not contrary to local laws and other sources of law;

(c) You must be a citizen (national) of, or reside in, a country not being in the list of jurisdictions where We do not provide the Services (“**Prohibited Jurisdictions**”);

(d) as a Client, that is a legal entity, on behalf of such legal entity you represent and warrant that (i) such legal entity is duly organized and validly existing under the legislation of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf; and (iii) this legal entity is not registered in the Prohibited Jurisdictions, as well as the beneficial owners of this legal entity are not citizens (nationals) of the countries that are in the list of Prohibited Jurisdictions and do not reside in the Prohibited Jurisdictions.

4.2 To use the Application You need to create a Currency.com Account. To create a Currency.com Account You must:

(a) for the Client who (which) is:

a natural person – provide Your full name, citizenship, date and place of birth, the place of domicile, requisites of identification document, e-mail address, unless otherwise provided by the Platform’s interface and (or) acts of the Supervisory Council of the High Technologies Park (Republic of Belarus). In cases provided for in the Platform’s interface, the provision of these data shall be carried out by providing us with images of an identity document and (or) other documents;

a legal entity – the firm name, location, tax identification number (Tax ID number), the graphic image (icon) of the extract from the trade register of the country of incorporation or other equivalent evidence of the status of a legal entity in accordance with the legislation of its country of incorporation with the date of issue no earlier than 6 months before the date of submission of the graphic image (icon) of such extract, the graphic image (icon) of the charter and the graphic image (icon) of the legal entity’s director identity document opened on the pages containing personal data and a stamp specifying the place of residence as well as other documents that may be requested by the Company;

(b) create a secure password.

4.3 You are not permitted to create more than one Currency.com Account.

4.4 You must also **undergo the procedure of identification** before You are permitted to use the Application, unless otherwise provided by sub-clauses 4.14 and 4.15 of this clause. You agree:

(a) to provide Us with the information We request for the purposes of Your identification and verification and excluding of facts of unfair or illegal behavior on the Platform and permit Us to keep a record of such information.

(b) that We are entitled to make the inquiries, whether directly or through third parties, that We consider necessary to identify Your identity and address or protect You and/or Us against fraud or other crime, and to take action We reasonably deem necessary based on the results of such

inquiries. When We carry out these inquiries You acknowledge and agree that Your personal information may be disclosed to credit reference and authorized agencies and that these agencies may respond to Our inquiries in full. You acknowledge that We also may engage third-party providers to conduct all the verification procedures We require and disclose to such providers any data We receive from You for registration and verification of Your Currency.com Account.

(c) to keep Your up-to-date (ensure the operativity of) the e-mail address which has been reported to Us during creation of Your Currency.com Account in order to receive any notices or alerts that We may send You.

4.5 We are also entitled at Our sole discretion to conduct competency checks in order to evaluate whether You possess sufficient skills and knowledge to trade cryptocurrency using the Application. In case We conclude that You do not possess sufficient skills and knowledge We consider necessary We will refuse to create a Currency.com Account for You or to further use it.

4.6 We shall assess and verify the information and documentation provided by You and, if everything is in compliance with these T&C, Your Currency.com Account creation will be successfully finalized.

The data provided by you during identification is subject to verification in the course of which measures may be taken to prevent the legalization of criminal proceeds, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction.

4.7 We may, at Our sole and absolute discretion, at any time during Your use of the Application request some information and documentation in addition to those provided within creation of Your Currency.com Account, in particular, when We suspect certain unlawful activity and (or) activity that do not comply with the conditions of the agreement between the Company and You is taking place via Your Currency.com Account.

4.8 We may periodically review (update, actualize) the information and documents provided by You within identification or verification process and (or) ask You to update (actualize) them. You are obliged to promptly (within three calendar days) reply to such requests (but if another term is specified in the request You must give the answer in the term specified in the request). In case You do not provide Us with requested updates We may take measures mentioned in sub-clause 17.1 of clause 17 of these T&C.

4.9 You represent and warrant that all the information and documents You provide to Us with regard to the Services are true, accurate, up-to-date, authentic and belong to You.

4.10 In accordance with these T&C, You must notify the Company about changes in the data (information) specified in sub-clauses 4.2 and 4.4 of this clause within a period not exceeding three days from the date the corresponding changes occurred.

4.11 We may, at our sole discretion, refuse to create a Currency.com Account for You. These T&C are not a public agreement or contract of adhesion. The Company is not obliged to provide Services to anyone who applies and has the right, without giving reasons, to refuse registration on the Platform and not to provide Services to the applicant.

4.12 We do not guarantee that the Application can be used on any particular device.

4.13 The Client acknowledges that he is notified and agrees that when he acquires tokens from the Company, these tokens at the time of acquisition may not be available to the Company. In this case, the Client acquires the property right to receive the corresponding tokens from the Company. At the same time, in these T&C and other constituent parts of the agreement between the Company and the Client, the tokens acquired by the Client are understood to be precisely this property right, and on the Client's Account the corresponding tokens are accounted for the Client. The Company undertakes, prior to the expiration of the time period for the withdrawal of these tokens (sub-clause 7.2 of clause 7 of these T&C), to acquire them from a liquidity provider determined by the Company at its sole and absolute discretion.

4.14. Natural persons who are not the citizens of the Republic of Belarus are given the opportunity to start using the Application (including making transactions (operations) through it) before finalizing passing the identification procedure (hereinafter referred to as "the possibility of postponed identification"). It is believed that the Client has used of the possibility of postponed identification if he has made deposited money, electronic money or tokens before providing the Company with graphic images (icons) of documents containing identification data that are necessary for identification, or before providing the Company with information using which the Client can be identified through the use of an identification system. The use of the possibility of postponed identification is allowed only if the amount of money, electronic money, tokens deposited (being deposited) by the Client before finalizing passing the identification procedure does not exceed 1000 euros in equivalent (at the rate determined by the Company at its sole and absolute discretion), unless otherwise provided by the Platform's interface or otherwise not permitted by the Company.

4.15 If the Client has used of the possibility of postponed identification:

4.15.1 he is obliged to provide the Company with information about him as provided for by the acts of the Supervisory Council of the High Technologies Park (Republic of Belarus) that are requested by the Company (including through the use of the Platform's interface);

4.15.2 he is obliged to finalize passing the identification procedure (provide the Company with graphic images (icons) of documents containing the identification data necessary for identification, or provide the Company with information using which the Client can be identified through the use of an identification system, depending on which option will be proposed to him by the Company, as well as to carry out other actions at the request of the Company in order to pass identification) no later than 15 days after the establishment of the contractual relationship with the Company;

4.15.3 the contractual relationship between the Client and the Company is considered to be established at the moment when the money, electronic money, tokens deposited by the Client are accounted on his Currency.com Account;

4.15.4 and before the expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client applies to the Company for the withdrawal of money, electronic money, tokens, he is obliged to finalize passing the identification procedure in accordance with sub-clause 4.15.2 of this clause before carrying out such withdrawal, but not later than the period specified in sub-clause 4.15.2 of this clause (until finalizing passing the identification procedure by the Client the said withdrawal shall not be allowed);

4.15.5 until passing the identification procedure is finalized the Client is not entitled to withdraw money, electronic money, tokens. The money, electronic money, tokens that are held by the Company and belong to the Client and (or) are due to him, until passing the identification procedure is finalized in the manner provided for in sub-clause 4.15.2 of this clause, shall be held by the Company. In the event that within three years from the date of expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client does not finalize passing the identification procedure, the said money, electronic money, tokens will become the property of the Company (i.e. the Company beginning from the relevant date shall obtain the title of property to them);

4.15.6 and the Client has not finalized passing the identification procedure within the time period specified in sub-clause 4.15.2 of this clause, the Company shall suspend the Client's Currency.com Account (inter alia, automatically).

4.16 In the event that the underlying assets, the value of which determines the price (value) of the Tokenized assets, are excluded from the quotation list (quotation lists) of one or more stock exchanges (in case of their delisting) the Company shall be entitled to seize from the Client's Currency.com Account the Tokenized assets, the underlying assets of which have been subject to delisting (this seizure shall entail termination of the Client's title of property to the relevant Tokenized assets), and to provide him, in exchange for the Tokenized assets seized, the title of property to Fiat currency tokens in the quantity corresponding to the latest value of relevant underlying assets available to the Company (thereby occurs early performance of the Company's obligation ensuing from the relevant Tokenized assets). The Client shall monitor the cases of potential delisting of underlying assets himself. The Company shall be entitled (but not obliged) to notify the Client of the upcoming delisting of underlying assets.

5. DEPOSITING FUNDS

5.1 You can deposit money, electronic money, tokens in order to be accounted for You on Your Account using the External Accounts You indicated in the Application. To be deposited money, electronic money or tokens must be supported by the Application.

Depositing of money, electronic money shall be carried out by making Your purchase of Fiat currency tokens.

As a result of such a purchase in Your Account, the corresponding number of Fiat currency tokens is taken into account.

Depositing of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money from Your External Account to the current (settlement) bank account or the e-wallet of the Company respectively. Unless this money (electronic money) is not used as an advance payment for tokens as the moment of its depositing, this money (electronic money) shall be accounted for You as Your money (electronic money) on Your Account for subsequent making transactions with the use of the Financial Application.

Tokens are deposited by transferring tokens from Your address (identifier) of the virtual wallet to the Company's address (identifier) of the virtual wallet.

For depositing money or electronic money You shall fill in and submit an order for the purchase of Fiat currency tokens, according to the results of execution of which by the Company the Fiat currency tokens purchased are accounted for You on Your Account.

For example, if You make a deposit of money or electronic money in US dollars, after depositing these funds in Your account (account), You will get Account Fiat currency tokens USD.cx.

For depositing of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) deposit. If the money (electronic money) being deposited is used as an advance payment for tokens as the moment of its depositing, You shall fill in and submit an order for the acquisition of tokens.

5.2 We reserve the right not to accept money, electronic money or tokens from You, as well as change the list of ways by which You can deposit money to Your Account at any time and at our own sole discretion.

5.3 You can pay for Fiat currency tokens using a credit or debit card, via a bank transfer or other methods available in the Application. Some depositing method may not be available to You. The availability of a particular depositing method depends on a number of factors including, for example, where You are located, the identification information You have provided to Us, and limitations imposed by third party payment processors.

5.4 The timing associated with loading funds into Your Currency.com Account will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and We make no guarantee regarding the amount of time it may take to load funds into Your Currency.com Account.

5.5 You represent and warrant that:

(a) External Accounts and money, electronic money, tokens which You deposited to the Currency.com Account belong to You. No third-party payments will be accepted. You cannot use cards, bank accounts and/or wallets of third parties to deposit funds to Your Currency.com Account.

(b) money, electronic money, tokens which You deposited to the Currency.com Account are derived from legal sources.

5.6 You acknowledge that We reserve the right to verify Your compliance with this sub-clause at any time within Your use of the Services, in particular by the following means:

(a) requesting a documentary confirmation of the source of origin of funds, the title of property to them as well as the rights to External Accounts;

(b) using special API or other software enabling to identify money laundering, financing terrorist activities and financing the proliferation of weapons of mass destruction using money, electronic money and tokens and other risks associated with the funds, in particular, to analyse the history of using Your External Accounts, their connection with other accounts and transactions and to define the risk of using such External Accounts for illegal activities;

(c) requesting information from third parties, like payment and banking institutions.

5.7 In case You are unable to provide Us with the documentary prove required or We have other reasons to suspect Your non-compliance with this sub-clause, We shall do any of the following: (1) reject withdrawing or depositing of money, electronic money or tokens to (from) Your Currency.com Account, or (2) suspend withdrawal or deposit transactions with money, electronic money or tokens, or (3) block (freeze) money, electronic money or tokens accounted on Your Currency.com Account, or (4) suspend or block transactions authorized via Your Currency.com Account, or (5) refuse to transfer to your address (identifier) of the virtual wallet tokens that are subject to such transfer, or (6) block financial transactions in which You participate.

6. TYPES OF ORDERS, THEIR CONTENTS AND EXECUTION

6.1 You submit an order on purchasing/selling/exchanging tokens (and in the cases specified in this Document – also orders for carrying out other actions) to Us by clicking the “Buy” or “Sell” virtual button in the Application and (or) performing other actions, stipulated in these T&C and (or) in the interface of the Application.

6.2 Orders are submitted by You to participate in the tokens trading or for the acquisition or alienation of tokens outside the tokens trading. At the tokens trading, your order shall be executed if there is a counter order with overlapping price conditions. Outside the tokens trading Your order shall be executed if it is accepted by the Company.

Orders submitted in the Financial Application for the acquisition or alienation of tokens are orders for the acquisition or alienation of tokens outside the tokens trading.

6.3 To perform a Leverage-operation, You need to go to the “Leverage” tab on the Platform and select a token (Tokenised asset, or cryptocurrency, or Fiat currency token, or Other token representing currency), the title of property to which You wish to acquire within this Leverage-operation.

Leverage operations (including Short-operations) are not available in the Financial Application.

6.3.1. Leverage-operations other than Short-operations

Leverage-operations provided for in this sub-clause (hereinafter referred to in this sub-clause as “Leverage-operations”) are made (performed) to invest in the increase of prices for tokens.

Having chosen within the period of availability of the relevant market the tokens, which You are planning to acquire under an order for carrying out a Leverage-operation, You need to press the “Buy” virtual button to open the window of the relevant order. Pressing this virtual button means that You proceed to the Leverage-operation (except for the case when You have an unterminated Short-operation with respect to the tokens of this type, in which situation by pressing the said button such a Short-operation will be terminated first). In the said window, which presents the form of the above-mentioned order, You select the conditions of the corresponding token exchange transaction. Pressing the “Buy” virtual button after selection of these conditions means that You commence the Leverage-operation.

An order submitted for commencement or within a Leverage-operation in the period of unavailability of the relevant market shall be executed only after the relevant market becomes available.

If in respect of tokens of a certain type there exists an unterminated Short-operation, then a Leverage-operation in respect of them can be commenced only upon termination of the relevant Short-operation, unless otherwise is permitted by the interface of the Platform. If the Short-operation is terminated through **the control bar on the investments in the relevant market** in the window of the relevant order there can be written down the quantity of the tokens bigger than the quantity of the tokens alienated within the relevant Short-operation. In this case the relevant Short-operation will be terminated and simultaneously a Leverage-operation will be commenced in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens written down in the said order and the quantity of the tokens alienated within the relevant Short-operation. In this situation the Company may carry out the offsetting of the counter claims of the same kind. Simultaneous existence of a Leverage-operation and a Short-operation in respect of tokens of one and the same type may be provided for by the interface of the Platform (with changing the relevant settings).

Within a Leverage-operation, You acquire title of property to the tokens that You have not fully paid. Partial payment for purchased tokens is made by You in the form of Prepayment (Margin), which is made by reserving (blocking) by the Company of the appropriate amount (quantity) of Your tokens held by the Company and accounted for You on Your Account. Prepayment (Margin), depending on the type of tokens You purchase, is made by You in Fiat currency tokens, Other tokens representing currencies or cryptocurrency.

The initial amount of the Prepayment (Margin) is different from the supported amount of the Prepayment (Margin). The latter may vary depending on the change in the price for tokens acquired under the order for carrying out the Leverage-operation.

Until full payment of the tokens that are the object of the Leverage-operation, You are not entitled to raise the demand to transfer these tokens to Your address (identifier) of the virtual wallet (from the Platform), or dispose of them in any other way than to sell to the Company under a similar exchange agreement, unless otherwise expressly expressed by the Company. If You sell these tokens to the Company (send the appropriate offer to it), then the Company is obliged to conclude with You the said exchange agreement (accept Your offer). At the same time, the title of property to the tokens You are selling goes to the Company and the offsetting of the counter claims of the same kind is carried out, as a result of which You receive income or suffer loss depending on the direction of change in the price for the tokens sold.

You have the right to make full payment of tokens acquired during performance of the Leverage-operation (by adding the difference between the Prepayment (Margin) and the total cost of the tokens acquired under the order for carrying out the Leverage-operation). At the same time, after full payment, You can withdraw tokens to Your address (identifier) of the virtual wallet (from the Platform) and otherwise dispose such tokens at Your discretion.

If within a Leverage-operation the price for the tokens acquired under the order for carrying out the Leverage-operation and not fully paid decreases in such a way that You “are about to be in the red” (that means that You may lose more than the amount of Your Prepayment (Margin)), then the Platform (the Company) automatically makes a “buyout” (with offsetting

of the counter claims of the same kind) from You under a similar exchange agreement the tokens, that were not fully paid during the relevant Leverage-operation, at the time of the specified price reduction, as a result of which You suffer loss in the amount of Prepayment (Margin) and not more than that. The Company's right to conduct the aforementioned "buyout" is based on the fact that You, having agreed with these T&C, give the Company the relevant irrevocable offer (providing for the possibility of making this "buyout"), which can be accepted by the Company inter alia through the automatic carrying out the said "buyout".

A Leverage-operation may be terminated by carrying out payment in full of the tokens the title of property to which You have obtained within the Leverage-operation on the condition of partial payment. In this case the settlement procedure shall be governed by a separate agreement of the parties. For termination of the Leverage-operation by this method You need to apply to the Company with the relevant application sent to the e-mail address support@currency.com or other e-mail address notified by the Company for these purposes.

When making (performing) Leverage-operations other than Short-operations, with 1:50 or 1:100 Leverage, when the acquired token is Bitcoin or Ethereum cryptocurrency, and the price of the token is stated in Fiat currency tokens USD.cx, the Company for the purposes of Your protection mandatorily sets the «guaranteed stop-loss» condition. Within the «guaranteed stop-loss» condition the Company sets the upper and lower limits of Your loss. You may unilaterally change the amount of Your loss, when the «guaranteed stop-loss condition» will be applied, within the upper and lower limits set by the Company. You shall not be entitled to unilaterally cancel the said «guaranteed stop-loss» condition for Your submitted order for Leverage-operations other than Short-operations without reducing the Leverage.

6.3.2. Short-operations

Short-operations are made (performed) to invest in the decrease of prices for tokens.

Having chosen within the period of availability of the relevant market the tokens, in the decrease of prices for which You are planning to invest, You need to press the "Sell" virtual button to open the window of the relevant order (**the order for Borrowing and alienation of tokens**). Pressing this virtual button means that You proceed to the Short-operation (except for the case when You have an unterminated Leverage-operation provided for in sub-clause 6.3.1 of this clause with respect to the tokens of this type, in which situation by pressing the said button the tokens acquired within the said Leverage-operation will be alienated first). In the said window, which presents the form of the above-mentioned order, You select the conditions of the transaction on Borrowing and alienation of tokens. Pressing the "Sell" virtual button after selection of these conditions means that You commence the Short-operation.

An order submitted for commencement or within a Short-operation in the period of unavailability of the relevant market shall be executed only after the relevant market becomes available.

If in respect of tokens of a certain type there exists an unterminated Leverage-operation provided for in sub-clause 6.3.1 of this clause, then a Short-operation in respect of them can be commenced only upon termination of the relevant Leverage-operation, unless otherwise is permitted by the interface of the Platform. If the relevant Leverage-operation is terminated through **the control bar on the investments in the relevant market** in the window of the relevant order there can be written down the quantity of the tokens bigger than the quantity of

the tokens acquired within the relevant Leverage-operation. In this case the relevant Leverage-operation will be terminated and simultaneously a Short-operation will be commenced in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens written down in the said order and the quantity of the tokens acquired within the relevant Leverage-operation. In this situation the Company may carry out the offsetting of the counter claims of the same kind.

Under a transaction on Borrowing and alienation of tokens the Company undertakes the obligation to transfer to You the title of property to tokens (the object of Borrowing) and You undertake the obligation to 1) transfer to the Company the title of property to the tokens of the same type in the same quantity in the future (to discharge the Borrowing debt) and 2) dispose of these tokens only by transferring the title of property to them to the Company in exchange for the title of property to the tokens of another type. Remuneration for the use of the said tokens (the object of Borrowing) shall not be charged by the Company.

A transaction on Borrowing and alienation of tokens shall be allowed to be made only in case You have Own funds. The maximum amount of Borrowing shall be determined by the maximum amount of Leverage set forth in the interface of the Platform as well as the amount of Own funds. By choosing the amount of Leverage acceptable for You (within its maximum amount) in the window of the relevant order (**the order for Borrowing and alienation of tokens**), You set the amount of the Own funds identified as collateral for Borrowing.

In case of acceptance of the relevant order (**the order for Borrowing and alienation of tokens**) by the Company at the moment of this acceptance:

- (a) in respect of the amount of the Own funds identified by You as collateral for Borrowing the Company carries out Reserving collateral for Borrowing;
- (b) the title of property to tokens acquired under the Borrowing procedure (which constitute the object of Borrowing) goes to You and after that immediately does to the Company in exchange for the title of property to the tokens of another type (such tokens of another type can be of Fiat currency tokens, Other tokens representing currencies, or cryptocurrency – the particular type of tokens shall be chosen by You in the section “Wallet” in the window of the said order) which goes to You;
- (c) there emerges the Company’s obligation to accept Your offer providing for Your acquisition of the tokens of the same type as the tokens acquired by You under the Borrowing procedure (the tokens of the type of tokens which constitute the object of Borrowing) and subsequently alienated to the Company and in the quantity equal to Your Borrowing debt, in exchange for the aforementioned “tokens of another type” (if within the relevant Short-operation You do not have “tokens of another type” enough, the tokens in respect of which the Company has carried out Reserving collateral for Borrowing shall be added to the quantity “tokens of another type” fully or partially). The said offer shall be submitted in the form of **the order for the acquisition of the tokens which constitute the object of Borrowing** by pressing the “Buy” virtual button. Pressing the said button entails termination of the Short-operation with discharging the Borrowing debt by offsetting of the counter claims of the same kind, as a result of which You gain profit or suffer losses depending on the direction of change of the price for the tokens which constitute the object of Borrowing;
- (d) You by an irrevocable offer give the Company the right to carry out the “buyout” specified below (this is termination of the Short-operation at the initiative of the Company).

If within a Short-operation the price for the tokens which constitute the object of Borrowing increases in such a way that You “are about to be in the red” (that means that You may lose

more than the amount of the Own funds identified as collateral for Borrowing), then the Platform (the Company) automatically under a similar exchange agreement makes a “buyout” of Your “tokens of another type” (previously acquired by You in exchange for the tokens which constitute the object of Borrowing) as well as all the Own funds identified as collateral for Borrowing, in exchange for the tokens of the same type as the tokens which constitute the object of Borrowing and in the same quantity, at the moment of the said increase of the price and with discharging the Borrowing debt by offsetting of the counter claims of the same kind. As a result, You suffer loss in the amount of all the Own funds identified as collateral for Borrowing and not more than that. The Company’s right to conduct the aforementioned “buyout” is based on the fact that You, having agreed with these T&C, give the Company the relevant irrevocable offer (providing for the possibility of making this “buyout”), which can be accepted by the Company inter alia through the automatic carrying out the said “buyout”.

When making (performing) Short-operations, with 1:50 or 1:100 Leverage, when the object of Borrowing is Bitcoin or Ethereum cryptocurrency, and the price of the cryptocurrency is stated in Fiat currency tokens USD.cx, the Company for the purposes of Your protection mandatorily sets the «guaranteed stop-loss» condition. Within the «guaranteed stop-loss» condition the Company sets the upper and lower limits of Your loss. You may unilaterally change the amount of Your loss, when the «guaranteed stop-loss condition» will be applied, within the upper and lower limits set by the Company. You shall not be entitled to unilaterally cancel the said «guaranteed stop-loss» condition for Your submitted order for Short-operations without reducing the Leverage.

6.4 The Application allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion) (this list of orders shall not be applied to the Financial Application):

- 1) an order for the purchase of Fiat currency tokens;
- 2) an order for the sale of Fiat currency tokens;
- 3) an order for tokens deposit;
- 4) an order for tokens withdrawal;
- 5) an order for the acquisition of Tokenised assets under an exchange agreement;
- 6) an order for the alienation of Tokenised assets under an exchange agreement;
- 7) an order for the acquisition of Tokenised assets under an exchange agreement under the Leverage-operation terms;
- 8) an order for the alienation of Tokenised assets under an exchange agreement under the Leverage-operation terms;
- 9) an order for the acquisition of cryptocurrency under an exchange agreement;
- 10) an order for the alienation of cryptocurrency under an exchange agreement;

- 11) an order for the acquisition of cryptocurrency under an exchange agreement under Leverage-operation terms;
- 12) an order for the alienation of cryptocurrency under an exchange agreement under Leverage-operation terms;
- 13) an order for the acquisition of Tokenised bonds under an exchange agreement;
- 14) an order for the alienation of Tokenised bonds under an exchange agreement;
- 15) an order for the acquisition of Other tokens representing currencies under an exchange agreement;
- 16) an order for the alienation of Other tokens representing currencies under an exchange agreement;
- 17) an order for the acquisition of Other tokens representing currencies under an exchange agreement under Leverage-operation terms;
- 18) an order for the alienation of Other tokens representing currencies under an exchange agreement under the Leverage-operation terms;
- 19) an order for Borrowing and alienation of tokens;
- 20) an order for the acquisition of the tokens which constitute the object of Borrowing;
- 21) other types of orders, which are allowed under the functionality of the Platform (including orders in respect of Fiat currency tokens that are similar to the orders indicated in items 15 – 18 of this list, to which the provisions of sub-clauses (o) – (r) set forth below shall be applied respectively).

A request of the owner of a Tokenised bond to transfer to him the title of property to the relevant bond (government bond), the market (current) value of which determines the price for the said Tokenised bond, shall be submitted to the Company outside the Platform.

The Financial Application allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion):

- 1) an order for money (electronic money) deposit;
- 2) an order for money (electronic money) withdrawal;
- 3) an order for the acquisition of tokens;
- 4) an order for the alienation of tokens;
- 5) an order for tokens deposit;
- 6) an order for tokens withdrawal;

(a) The order for the purchase of Fiat currency tokens is submitted by You to perform deposit of money (electronic money). On the basis of this order You purchase from the Company the Fiat currency tokens for fiat currencies, these tokens represent. This order is submitted by You via clicking “Deposit” (the “Menu” tab on the Platform) while choosing as an Account deposit method depositing of money (electronic money). The number of purchased units of Fiat currency tokens corresponds to the number of units of currency paid for them, represented by these tokens. The type of purchased tokens and the number of units of corresponding currencies paid for them (which corresponds to the number of tokens purchased) are selected by You in the window of the specified order on the Platform. Immediately after the acceptance of this order by the Company, an electronic message is submitted to You confirming the fact of acceptance in the form “Tokens bought” and the corresponding number of tokens purchased by You is displayed in Your Account. The Company accepts the considered order after the actual receipt of the units of the relevant currency in the current (settlement) bank account (electronic wallet) of the Company.

(b) The order for the sale of Fiat currency tokens is submitted by You to receive money (electronic money) to your External account as a result of the sale of Fiat currency tokens. On its basis, You make a sale of Fiat currency tokens to the Company and receive the currencies represented by these tokens. This order is submitted by You by pressing the “Withdraw” (the “Menu” tab on the Platform) with the choice of withdrawing money (electronic money) as a method of withdrawing funds from your Account (account). The amount of money (electronic money) received as a result of the sale of Fiat currency tokens corresponds to the number of Fiat currency tokens being sold. The type of tokens sold and the amount of money (electronic money) paid for them (which corresponds to the number of tokens sold) are selected by you in the specified application window on the Platform. Immediately after the acceptance of this order by the Company, an electronic message is sent to You confirming the fact of acceptance in the form “Tokens sold” and the corresponding number of tokens sold by You is displayed in Your Account. The terms for Your receipt of money (electronic money) to Your External accounts are established by these T&C.

(c) The order for tokens deposit is submitted by You to make the deposit of tokens (including using the Financial Application). On the basis of it, You transfer tokens from Your address (identifier) of the virtual wallet to the address (identifier) of the virtual wallet of the Company. This order is submitted by You by clicking the virtual button “Deposit” (the “Menu” tab on the Platform) with the choice of tokens as a method of depositing the Account. You select the type and number of tokens deposited in the specified application window on the Platform. Immediately after the receipt of the deposited tokens to the address (identifier) of the virtual wallet of the Company, the corresponding number of tokens You deposited is displayed in your Account (account).

(d) The order for tokens withdrawal is submitted by You to make the withdrawal of tokens (including using the Financial Application). On the basis of it, the Company transfer tokens from Company’s address (identifier) of the virtual wallet to Your address (identifier) of the virtual wallet. This order is submitted by You by clicking the virtual button “Withdraw” (the “Menu” tab on the Platform) with the choice of tokens as a method of withdrawing the Account. You select the type and number of tokens withdrawn in the specified application window on the Platform. The terms for Your receipt of tokens to Your address (identifier) of the virtual wallet are established by these T&C.

(e) (1) The order for the acquisition of Tokenised assets under an exchange agreement is submitted by You for the acquisition of Tokenised assets in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Tokenised assets the title of property to which You want to receive as a consideration under such exchange agreement;

- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (e) (1).

(2) The order for the acquisition of Tokenised assets under an exchange agreement is submitted by You by clicking the virtual “Buy” button in the “Exchange” section on the Platform in respect of a specific type of Tokenised assets. In the appeared “purchase window” on the Platform you select the number of Tokenised assets acquired and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Buy” in the said window.

(f) (1) The order for the alienation of Tokenised assets under an exchange agreement is submitted by You for the alienation of Tokenised assets (acquisition of Fiat currency tokens or Other tokens representing currencies in exchange for Your Tokenised assets) in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Tokenised assets alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;

- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Tokenised assets (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (f) (1).

(2) The order for the alienation of Tokenised assets under an exchange agreement is submitted by You by clicking the virtual “Sell” button in the “Exchange” section on the Platform in respect of a specific type of Tokenised assets. In the appeared “sale window” on the Platform you select the number of Tokenised assets alienated and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Sell” in the said window.

(g) The order for the acquisition of Tokenised assets under an exchange agreement under Leverage-operation terms is submitted by You for the acquisition of the title of property to Tokenised assets from the Company in exchange for Your Fiat currency tokens or cryptocurrency during a Leverage-operation other than a Short-operation. Such an order is submitted directly to the Company (outside the tokens trading).

(h) The order for the alienation of Tokenised assets under an exchange agreement under Leverage-operation terms is submitted by You for the alienation of Tokenised assets the title of property to which You have acquired during a Leverage-operation other than a Short-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency in exchange for the said Tokenised assets). Such an order is submitted directly to the Company (outside the tokens trading). When executing this order the offsetting of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(i) The order for the acquisition of cryptocurrency under an exchange agreement is submitted by You for the acquisition of the title of property to cryptocurrency in exchange for Your Fiat currency tokens or cryptocurrency of another type in the tokens trading. The order for the acquisition of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or cryptocurrency alienated under the exchange agreement and indicating the name and amount of the cryptocurrency the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or cryptocurrency (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (i).

The order for the acquisition of cryptocurrency under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (e) (2) above.

(j) The order for the alienation of cryptocurrency under an exchange agreement is submitted by You for the alienation of cryptocurrency (the acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for Your cryptocurrency) in the tokens trading. The order for the alienation of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and amount of the cryptocurrency alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or cryptocurrency of another type the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same cryptocurrency (including in the same amount), which is indicated in Your offer in accordance with item two of this subparagraph (j).

The order for the alienation of cryptocurrency under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (f) (2) above.

(k) The order for the acquisition of cryptocurrency under an exchange agreement under Leverage-operation terms is submitted by You for the acquisition of the title of property to cryptocurrency from the Company in exchange for Your Fiat currency tokens or cryptocurrency of another type during a Leverage-operation other than a Short-operation. Such an order is submitted directly to the Company (outside the tokens trading).

(l) The order for the alienation of cryptocurrency under an exchange agreement under Leverage-operation terms is submitted by You for the alienation of cryptocurrency the title of property to which You have acquired during a Leverage-operation other than a Short-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for the said cryptocurrency). Such an order is submitted directly to the Company (outside the tokens trading). When executing this order the offsetting of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(m) The order for the acquisition of Tokenised bonds under an exchange agreement is submitted by You for the acquisition of the title of property to Tokenised bonds in exchange for Your Fiat currency tokens representing the currencies which are used to express the nominal value of bonds (government bonds), the market (current) value of which determines the price for the said Tokenised bonds, or other tokens (if the possibility to use other tokens is provided for by the form of the order). The order for the acquisition of Tokenised bonds under an exchange agreement constitutes:

- an offer indicating the name and the number of the abovementioned Fiat currency tokens or other tokens alienated under the exchange agreement and indicating the name and number of the Tokenised bonds the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same abovementioned Fiat currency tokens or other tokens (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (m).

The order for the acquisition of Tokenised bonds under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (e) (2) above.

(n) The order for the alienation of Tokenised bonds under an exchange agreement is submitted by You for the alienation of Tokenised bonds (the acquisition of the title of property to Fiat currency tokens representing the currencies which are used to express the nominal value of bonds (government bonds), the market (current) value of which determines the price for the said Tokenised bonds, or other tokens (if the possibility to use other tokens is provided for by the form of the order) in exchange for Your Tokenised bonds) in the tokens trading. The order for the alienation of Tokenised bonds under an exchange agreement constitutes:

- an offer indicating the name and number of the Tokenised bonds alienated under the exchange agreement and indicating the name and number of the abovementioned Fiat currency tokens or other tokens the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Tokenised bonds (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (n).

The order for the alienation of Tokenised bonds under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (f) (2) above.

(o) The order for the acquisition of Other tokens representing currencies under an exchange agreement is submitted by You for the acquisition of the title of property to Other tokens representing currencies in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (o).

The order for the acquisition of Other tokens representing currencies under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (e) (2) above.

(p) The order for the alienation of Other tokens representing currencies under an exchange agreement is submitted by You for the alienation of Other tokens representing currencies (the acquisition of the title of property to Fiat currency tokens or Other tokens representing currencies in exchange for Your Other tokens representing currencies) in the tokens trading. The order for the alienation of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and number of the Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Other tokens representing currencies (including in the same amount), which are indicated in Your offer in accordance with item two of this subparagraph (p).

The order for the alienation of Other tokens representing currencies under an exchange agreement is submitted in a manner similar to the procedure described in subparagraph (f) (2) above.

(q) The order for the acquisition of Other tokens representing currencies under an exchange agreement under Leverage-operation terms is submitted by You for the acquisition of the title of property to Other tokens representing currencies from the Company in exchange for Your Fiat currency tokens or Other tokens representing currencies during a Leverage-operation other than a Short-operation. Such an order is submitted directly to the Company (outside the tokens trading).

(r) The order for the alienation of Other tokens representing currencies under an exchange agreement under Leverage-operation terms is submitted by You for the alienation of Other

tokens representing currencies the title of property to which You have acquired during a Leverage-operation other than a Short-operation (acquisition of the title of property to Fiat currency tokens or Other tokens representing currencies in exchange for the said Other tokens representing currencies). Such an order is submitted directly to the Company (outside the tokens trading). When executing this order the offsetting of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(s) The order for Borrowing and alienation of tokens is submitted by You for the acquisition of the title of property to the tokens which constitute the object of Borrowing “on trust” and alienation of these same tokens to the Company under an exchange agreement (in exchange for the tokens of another type) within a Short-operation. Such an order is submitted directly to the Company (outside the tokens trading).

(t) The order for the acquisition of the tokens which constitute the object of Borrowing is submitted by You for the acquisition of the title of property to the tokens of the same type as the tokens which constitute the object of Borrowing within the relevant Short-operation and in the quantity equal to Your Borrowing debt, in exchange for the tokens of another type the title of property to which has been acquired from the Company previously in exchange for the aforesaid tokens. If within the relevant Short-operation You do not have “tokens of another type” enough, the tokens in respect of which the Company has carried out Reserving collateral for Borrowing shall be added to the quantity these “tokens of another type” fully or partially. Such an order is submitted directly to the Company (outside the tokens trading). When executing this order the offsetting of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.2 of this clause.

According to the nature of automatic execution criterion the market orders and limit orders are defined:

- if You choose a *market order*, We will execute the transaction at the best price available through the Application during the execution of the order. Due to the high volatility of tokens, the actual market price at which Your order is executed may differ from the maximum price indicated in the Application at the time of Your order placement. You understand that We are not responsible for any such price fluctuations. You also acknowledge and agree that price information available through the Application may differ from prices provided through other sources outside the Services;
- if You choose a *limit order*, We will execute it at a specific price that You indicated in the application, or at the best available price.

Such types of orders as market and limit orders shall not be applied to the functionality of the Financial Application.

6.5 You will be notified via the Application once Your order is submitted or filled.

6.6 We are obliged to execute the order You submitted in the Application, unless:

- (a) there are no sufficient funds on Your Currency.com Account;
- (b) We are prohibited from executing an order, or are entitled not to execute the order, under applicable law, in particular laws preventing money laundering, terrorist financing, fraud, or

any other criminal activity, and under regulations of the Supervisory Council of the High Technologies Park (the Republic of Belarus) and Internal control rules of the Company.

You acknowledge that, unless otherwise provided by applicable law, We are not obliged to provide You with reasons for not executing Your order.

(c) other cases stipulated in the General conditions for token alienation.

6.7 Upon obtaining by Us an order on purchasing/selling/exchanging tokens You are not entitled to cancel or change this order, unless otherwise provided for in sub-clause clause 6.8 of this clause or legislation.

6.8 In the cases as allowed in the interface of the Platform, You are entitled to establish additional conditions of the orders, which You are entitled to change or cancel unilaterally (inter alia, after making the relevant transaction and until the moment of its performance by the parties), namely:

- indicate a certain price for which You want to acquire tokens. In this case, the order shall be accepted/performed by the Company when the tokens reach this price. Until the moment the said price is reached You are entitled to cancel this price, cancelling the whole relevant order unilaterally);

- indicate by the method proposed to You the amount of Your loss as a result of changes in prices for tokens, upon the reach or exceedence of which the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under a similar exchange agreement with offsetting of the counter claims of the same kind (the “stop-loss” condition) Until the said amount of loss appears You may unilaterally change or cancel this condition. Using the “stop-loss” condition You agree to bear the risk of changes (fluctuations) of prices for tokens, in cases of which the “stop-loss” condition does not ensure limitation of Your loss strictly according to the amount You have indicated in the “stop-loss” condition (i.e. the amount of Your actual loss may exceed the amount stipulated in the “stop-loss” condition), so You should not fully rely on the “stop-loss” condition. This does not apply to the “guaranteed stop-loss” condition which in any case ensures limitation of Your loss strictly according to the amount of loss You have indicated in the “guaranteed stop-loss” condition;

- establish the “guaranteed stop-loss” condition. This condition is used at a charge (see subclause 9.3 (i) of clause 9 of these T&C) and in any case (with any changes (fluctuations) of prices for tokens) ensures limitation of Your loss in respect of the relevant transaction (operation) with tokens strictly according to the amount of loss You have indicated in the said “guaranteed stop-loss” condition. Unless otherwise is provided for by these T&C, You may unilaterally change or cancel the said condition before this condition “springs to action”(is actually used). Certain transactions (operations) cannot be made (performed) on the Platform without establishing (using) the “guaranteed stop-loss” condition;

- indicate by the method proposed to You the amount of Your profit as a result of changes in prices for tokens, upon the reach or exceedence of which the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under a similar exchange agreement with offsetting of the counter claims of the same kind. Until the said amount of profit appears You may unilaterally change or cancel this condition.;

- other additional conditions, accessible on the Platform (provided that they exist and expressly indicate Your possibility to change or cancel them unilaterally).

The functionality specified in this clause shall not be applied to the Financial Application.

6.9 The use of the Application may be subject to certain limits on the amount of funds You may transact or withdraw in a given period (“Transactions Limits”). You can see Your Transactions Limits (if any) in the Application. Your Transactions Limits may vary depending on Your payment method, identification and verification steps You have completed, and other factors. We reserve the right to change applicable limits as we deem necessary (including to comply with the requirements of the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus)) without prior notice to You.

6.10 We may also impose any other conditions or restrictions upon Your use of the Services without prior notice to You (limit the number of open orders, restrict trades carried out by Clients which are the residents of certain states or reside in certain jurisdictions, etc.).

6.11 You agree that We can use the funds You deposited to Your Currency.com Account to carry out transactions on Our own behalf in Our interests and in the absence of Your order for this, in case such transactions are aimed at provision of Our liquidity, i.e. getting money, electronic money or cryptocurrency for the purposes of performance of Our obligations before the Application users (clients), as well in other cases, stipulated in the agreement between You and Company and in the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus).

6.12 The title of property to the tokens that are the object of a transaction (operation) with them, transfers (arises) from the moment such a transaction (operation) is made.

6.13 You agree that Your orders, depending on their amount (volume), may be executed in parts, and the price at which they will be executed in parts may differ from the price for tokens that you see on the Platform when submitting the orders.

6.14 You agree that for technical reasons not all types of orders provided for in this clause may be available to You (including if they have not been introduced into the Platform yet).

7. WITHDRAWAL OF FUNDS

7.1 You can withdraw Your funds (in the form of money, electronic money, tokens) from your Currency.com Account to the External Accounts at any time by submitting the relevant order to Us (in case this withdrawal type is supported by Us on the Platform).

The withdrawal of money, electronic money is carried out by way of selling of Your tokens that are accounted for You and the following transfer to Your current (settlement) bank account, electronic wallet.

The withdrawal of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money within the sum accounted for You on Your Account from the current (settlement) bank account or the e-wallet respectively of the Company to Your External Account.

For the withdrawal of money, electronic money, You fill in and submit an order for the sale of Fiat currency tokens accounted for You on Your Account.

For the withdrawal of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) withdrawal.

Tokens are withdrawn by transferring tokens from the address (identifier) of the virtual wallet of the Company to Your address (identifier) of the virtual wallet.

7.2 We shall withdraw Your funds to Your External account within three Business Days after getting the respective demand (order) from You. However, We may reject, restrict or suspend withdrawal of funds from Your Account in case We are entitled or obliged to do this in accordance with applicable laws preventing money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, and in accordance with regulations of the Supervisory Council of the High Technologies Park (the Republic of Belarus) and Internal control rules of the Company, fraud, or any other criminal activity, in particular if We have reasonable suspicions that You are engaged in money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other financial crime. In the latter case We may not permit withdrawal of funds from Your Currency.com Account unless You successfully pass additional due diligence procedures, which We are entitled to perform.

8. ABANDONED ACCOUNTS

8.1 Currency.com Account that has not been used for more than six months will be qualified as abandoned.

8.2 Abandoned Currency.com Accounts are deactivated. You will receive an automated e-mail fifteen days prior to Currency.com Account deactivation.

8.3 If You have received a notice on Your Currency.com Account deactivation and there are funds remaining on Your Account You are obliged to withdraw the remaining funds within the next two months.

8.4 In case You do not initiate withdrawal of funds within a two months' period You will lose access to Your funds on Currency.com Account and We are entitled to report such funds as unclaimed, remit them, appropriate or deliver them to appropriate authorities.

9. REMUNERATION OF THE COMPANY

9.1 You agree to pay Us the remuneration in accordance with these T&C ("**Fees and charges**"). The amounts of the Fees and charges shall be communicated to You via the Application and/or Web-site and can be changed by Us unilaterally (at Our sole and absolute discretion).

Remuneration of the Company when using the Financial Application shall be already included in the price of the tokens acquired and alienated (this remuneration has the form of spread) and the Company shall not charge any separate Fees and charges in respect of the transactions carried out by the Clients with the use of the Financial Application. Upon depositing and withdrawing funds by the Clients the Company is entitled to deduct from the Clients the sums

of compensation of the Company's costs for the services of banks and other payment service providers.

9.2 We shall collect the Fees and charges (except for the Financial Application) by means of withholding them from Your funds registered on Your Account at the time of executing the respective order. You authorize Us to charge (deduct) funds registered on Your Account for payment of any applicable Fees and charges. For the purposes of collection of the Fees and charges basis points (BPS) may be used. BPS are a unit of measure to describe the percentage change in the value or rate of an instrument. 1 BPS is equivalent to 0.01% or 0.0001 in the decimal form. In case a transaction on the Platform is carried out with participation of two Company's clients the relevant Fees and charges are collected from each of them (from the amount of each client's consideration under the transaction).

9.3 We shall collect the following Fees and charges (in tokens and/or in fiat currencies – at Our sole and absolute discretion) (these Fees and charges shall not be applied to the Financial Application):

(a) the exchange fee (the trading without Leverage fee). This fee is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out without Leverage, except for purchase and sale of Fiat currency tokens;

(b) the trading fee (leveraged) (the trading with the use of Leverage fee). This fee depends on the type of the Tokenised assets and is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out with the use of Leverage;

(c) the assets under management fee. This fee is charged for a year once a quarter proportionally as a certain percentage of the price for the Tokenised assets registered on Your Account. This fee may also be withheld in advance at the moment of appearance of the Tokenised assets on Your Account (in this situation it shall not be returned in case of termination of these T&C or withdrawal of all the funds before the expiration of one-year term from the date on which the said fee has been withheld). This fee is not charged in case of trading without Leverage and in case of withdrawal of Tokenised assets into the blockchain;

(d) funding fee. This fee is charged in accordance with market rates for:

each 8 hours of Your possession of the title of property to the Bitcoin and Ethereum cryptocurrencies that have been acquired during Leverage-operations (except for Short-operations) and have not been fully paid for, as well as for each day of existence of the Borrowing debt for these cryptocurrencies (in respect of Short-operations);

each day of Your possession of the title of property to the tokens (except for cryptocurrencies Bitcoin and Ethereum) that have been acquired during Leverage-operations (except for Short-operations) and have not been fully paid for, as well as for each day of existence of the Borrowing debt (in respect of Short-operations) (except for cryptocurrencies Bitcoin and Ethereum);

(e) the withdrawal fee. This fee is charged as a certain percentage of the price (quantity) of the Tokenised assets and other tokens created and placed by the Company that are withdrawn into the blockchain;

(f) the variable withdrawal fee. This fee is charged to cover the withdrawal costs of tokens associated with the use of a particular blockchain (in ETH or BTC);

(g) the fee for transactions with Tokenised bonds. Unless otherwise is set forth by the Company, this fee is charged in the form of a certain percentage of the amount (volume) of each sale and purchase or exchange transaction in respect of Tokenised bonds;

(h) the fees for listing tokens on the Platform, for creation and placement of tokens. The amounts of these fees shall be determined in each particular case;

(i) “guaranteed stop-loss” condition fee (GSL fee). This fee is charged in the situation when an order with the “guaranteed stop-loss” condition is executed provided that this condition is actually used while executing the said order. This fee is charged in the form of a certain percentage of the amount (volume) of the relevant transaction (operation). If this commission is charged but the “guaranteed stop-loss” condition does not “spring to action” the sum of this commission will be refunded to You;

(j) other Fees and charges arising from these T&C and/or provided for in the Application (on the Website).

9.4 You acknowledge, that when using the Services You may be subject to certain fees imposed by third-party providers (“**Third-Party Fees**”):

(a) You may be charged fees by the External Accounts You use to fund Your Currency.com Account;

(b) You bear all costs for recording (confirming) transactions (operations) in the blockchain network, including expenses for paying remuneration to miners, as well as expenses for paying fees to banks and other executors of payment services (unless otherwise expressly provided for in the agreement and / or on the Website (Platform)). Inter alia you shall bear the costs connected with carrying out depositing and withdrawing funds (including by the use of bank payment cards or bank transfer) and pay the Company the sums of the relevant expenses. The Company shall be entitled to withhold (unilaterally deduct) the relevant sums from the sum (quantity) of the Your money, and (or) electronic money and (or) tokens (at the Company’s sole and absolute discretion) that are held by the Company.

We are not responsible for Third-Party Fees You may incur. Third-Party Fees will not be reflected on the transaction screens containing information regarding Your transactions in the Application. You are solely responsible for paying any Third-Party Fees.

9.5 Right to conclude a contract through irrevocable offer, set in the sub-clause 8.5 of clause 8 of General conditions for tokens alienation, is provided by the Company at a charge and Company’s consideration for providing this right is included in Company’s fees.

9.6 We do not pay interest for using Your money, electronic money, tokens, including for the amounts of Prepayment (Margin) (unless otherwise directly set forth in the agreement).

10. NO INVESTMENT AND OTHER ADVICE

10.1 The Application is a cryptocurrency trading platform only, the Company does not advise its users on the merits of any particular transactions with tokens or their taxation consequences. By using the Application and the Website, You represent that You have been, are, and will be

solely responsible for making Your own independent appraisal and investigations into the risks of any transaction carried out by You on the Platform. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any transaction or any underlying currency. Currency.com gives You no warranty related to transactions with tokens carried out by You on the Platform.

10.2 You agree that We are not responsible for determining whether or which taxes apply to Your transactions. You further agree that You are solely responsible for reporting and paying any taxes arising from Your cryptocurrency transactions on the Application.

10.3 If at any point the Application or the Website do provide information on trading recommendations, tokens market (including Tokenised assets market) commentary, news updates on particular cryptocurrency coins, advertisements about new cryptocurrencies, or any other information, the act of doing so is incidental to Your relationship with Us and imposes no obligation of due diligence on behalf of Us. All such information is provided to You for informational purposes only and is not intended for trading or investment purposes. We do not endorse or promote any particular cryptocurrency and give no representation, warranty, or guarantee as to the accuracy or completeness of any such information or as to the tax consequences of any transaction You may enter into based on such information. We shall not be responsible or liable for any trading or investment decisions You make based on such information. You are solely responsible for determining whether any investment or transaction is appropriate for You based on Your own independent research, Your personal investment objectives, Your financial situation, and risk tolerance.

11. PRIVACY POLICY

11.1 We process all the data We receive from You within the registration and identification (verification) process or while using the Application in strict compliance with Our Privacy Policy, which is the integral part of these T&C. By accepting these T&C You agree to Our Privacy Policy.

11.2 We do not collect any personal data about visitors of the Website, except for cookies, collection and further processing of which is governed by a separate Cookies Policy.

11.3 By accepting these T&C in the ways described above, You agree to the processing of Your personal data in accordance with the Privacy Policy in order to comply with these T&C and other related purposes in any way that We deem necessary to apply.

12. GRANT OF LICENCE / INTELLECTUAL PROPERTY

12.1 All copyrights, trade secrets, patents, and other Intellectual Property Rights in and to the Application and the Website, including their interface, features and functionality, belong to and remain with Us or Our licensors. You do not gain any rights to the Application or the Website due to using them.

12.2 Subject to Your compliance with these T&C, We grant You a personal, non-transferable, revocable and non-exclusive right to use the Application and the Website for Your personal, non-commercial use and not for resale or further distribution. Your right to use the Application and the Website is limited by the terms and is subject to the obligations set forth in these T&C.

12.3 As a part of the Services, Currency.com makes available to You various content via the Application and the Website, including graphics, charts, order books, logos, trademarks, images, news articles and any other content (“Content”). The Content is the property of Currency.com or Our suppliers, and You do not gain any rights to the Content due to using the Application or the Website. Subject to Your compliance with these T&C, We grant You a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and view the Content available via the Application and the Website. You can use the Content only for Your personal or internal business purposes.

12.4 Under no circumstances may You use the Intellectual Property Rights in the Application, the Website or the Content without the prior written consent of Currency.com and the respective copyright owners.

12.5 Except as otherwise explicitly provided in these T&C or as may be expressly permitted by applicable law You are not permitted to, and You agree not to permit or authorize others to:

(a) copy, modify, adapt, reverse engineer, create derivative works from the Application, the Website, the Content or any part thereof, or any copy, adaptation, transcription, or merged portion of them;

(b) decode, disassemble, decompile or otherwise translate or convert the Application, the Website or the Content;

(c) distribute, publicly display and broadcast the Application or the Content;

(d) sell, transfer, loan, lease, assign, rent, or otherwise sublicense the Application, Content or Your access to the Application;

(e) use the Application, the Website or the Content for any purpose other than Your personal use;

(f) remove, alter, or obscure any copyright, trademark, attribution and any other proprietary notices from the Application or Content.

12.6 The licence granted under this clause shall automatically terminate if We suspend or terminate Your access to the Services.

12.7 The cost of rights for a license in accordance with this clause is included in the remuneration of the Company in accordance with these Terms.

13. PLATFORM USE RESTRICTIONS

13.1 It is Your sole responsibilities to ensure that at all times while using the Application or the Website You comply with the laws that govern You and that You have the complete legal right to use the Application or the Website. Any use of the Application and the Website is at Your sole option, discretion and risk. By using the Application, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or inappropriate in any way. It is Your responsibility to verify that You are permitted to use and access the Application according to the jurisdiction of Your domicile or any country in which You may be located.

13.2 As a condition of Your use of the Application and the Website (where applicable), You warrant and undertake that You shall not use or access the Application and the Website for any unlawful purpose under any law that is applicable to You or that is prohibited by or in breach of these T&C. In particular (and in addition to all other representations and warranties set out in these T&C), You warrant (represent, agree) as a condition of use of the Application and the Website that:

- (a) You are at least 18 years old and of a legal age in Your jurisdiction to form a binding contract;
- (b) You are using the Application and Content solely for Your own personal or internal business use;
- (c) You are acting in Your own legal capacity and not on behalf of another person (with the exception of duly authorized representatives of a Client being a legal entity);
- (d) You are not a citizen (national) of a country which is included by the Company in the list of Prohibited Jurisdictions, do not reside in such a country, are not registered in it (for a Client which is a legal entity) as well as Your beneficial owners are not citizens (nationals) of such a country and do not reside in it (for a Client which is a legal entity);
- (e) You have full power and authority to enter into these T&C and in doing so will not violate any other agreement to which You are a party;
- (f) You will not conduct criminal or other unlawful activities through the Application, including but not limited to, money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other crime;
- (g) You do not use the Application to evade, avoid, or circumvent any applicable laws, including but not limited to laws preventing money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other criminal activity;
- (h) You shall not use the Application if any applicable laws prohibit, penalize, sanction, or expose Us to liability for the Services provided to You;
- (i) You do not use the Application in order to disguise the origin or nature of proceeds of crime or terrorist financing;
- (j) You do not use any insider information about tokens in a unscrupulous (illegal) way and do not manipulate the prices for tokens within Your usage of the Application;
- (k) You shall not allow other persons to use Your Currency.com Account (with the exception of Your duly authorized representatives if You are a Client which is a legal entity);
- (l) You will not solicit or in any way seek to obtain any information, including personally identifiable information, relating to other users of the Application or visitors of the Website;
- (m) You will not intercept or monitor, damage or modify any communication which is not intended for You;

(n) You will not upload or distribute any software program, file or data that contains viruses, spiders, robots, worms, trojan-horse or any code or orders which are corrupted or may negatively affect the operational performance of the Application or the Website;

(o) You will not impact or attempt to impact the availability of the Services or operation of the Website, with a denial of service (DOS) or distributed denial of service (DDoS) attack or use the Application or the Website in a way that could damage, disable, overburden, or impair its functioning;

(p) You will not attempt to modify, decompile, reverse-engineer or disassemble the Application or the Website in any way;

(q) You will not initiate and/or engage in surveys, contests, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email against (or relating to) Us, users of the Application or visitors of the Website;

(r) You will not interfere with, disrupt, negatively affect or inhibit other users from enjoying the Application or the Website;

(s) You will not submit, post, upload or grant Us access to any information or material that infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, or other Intellectual Property Rights;

(t) You will not encourage or promote any activity that violates these T&C.

13.3 In case of suspicion of money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any activities that may violate any applicable law or these T&C, We reserve the right to report all the necessary information to the relevant authorities, without providing You with notice of such report.

13.4 The Company may, at its sole and absolute discretion, transfer to all or certain persons, who has created Accounts on the Platform, the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in the cases and amounts specified by the Company at its sole and absolute discretion, unless otherwise provided by these T&C.

14.1 RESPONSIBILITY FOR USE OF THE APPLICATION

14.1 You are responsible for restricting access to the Application installed on Your device and ensuring the security of Your Currency.com Account. In particular, You should always keep safe the passcode You created when registering Currency.com Account and immediately notify Us in case You suspect that You have not authorized certain actions which were performed under Your Currency.com Account.

14.2 You are responsible and liable for all activities that take place through the Application installed on Your device, whether or not You are the individual who undertakes such activities. You confirm that any orders made in Your Currency.com Account are expressions of Your will and result of Your actions.

14.3 We will not be liable for any loss that You may incur as a result of someone else using the Application installed on Your device, either with or without Your knowledge. In addition, You may be held liable for any losses incurred by Us or another party due to someone else using the Application installed on Your device.

15. DISCLAIMERS AND LIABILITY

15.1 We shall exercise reasonable skill and care in Our provision of Services to You. However, neither We nor Our directors, officers, employees, affiliates or service providers shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by You under these T&C, unless such losses are a reasonably foreseeable consequence or arise directly from Our fault.

15.2 Unless otherwise provided by the legislation of the Republic of Belarus, in no circumstance, shall We, Our directors, officers, employees, affiliates or service providers be liable to You or other persons:

15.2.1 for any damage, loss of data, loss of profits, loss of reputation and goodwill or loss of business opportunity arising under or in connection with these T&C, whether arising out of negligence, breach of these T&C, misrepresentation or otherwise;

15.2.2 for the Content displayed via the Application or the Website (see sub-clause 15.7 of this clause for more details);

15.2.3 for the losses You incurred due to purchase and sale of cryptocurrency via the Application (see clause 3 of these T&C for more details);

15.2.4 for any damages or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Your device, or any phishing, spoofing, malicious security breaches, targeted hacking attacks or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software;

15.2.5 for any breach of these T&C by reason of any abnormal and unforeseeable circumstances beyond Our reasonable control (force majeure);

15.2.6 for any breach of these T&C which is due to the application of binding legal acts inter alia acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus);

15.2.7 for any adverse tax implications of transactions carried via the Application;

15.2.8 for the unauthorized use of Your Currency.com Account;

15.2.9 for any changes in the market (in particular, fluctuations of price for cryptocurrency) taking place after You send order on the Platform;

15.2.10 for the interruptions in the operation of the Application or the Website.

15.3 IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE FEES AND CHARGES PAID BY YOU TO US DURING THE 12 MONTHS

IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

15.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW OF THE REPUBLIC OF BELARUS, THE APPLICATION, THE WEBSITE AND CONTENT ARE PROVIDED TO YOU "AS IS" AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THEIR QUALITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY. We do not make any representations or warranties that access to the Services or the Website, or any of the Content contained therein, will be continuous, uninterrupted, timely, error-free and will meet Your requirements.

15.5 YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

15.6 We will make reasonable efforts to ensure that Your orders within the Application are processed in a timely manner but We make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of Our control.

15.7 You agree that the Content displayed via the Application or the Website is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such Content, including any reliance on the accuracy, completeness, or usefulness of such Content. We shall not be responsible or liable for any trading or investment decisions You make based on such Content. We do not guarantee the accuracy, completeness, or usefulness of the Content displayed via the Application or the Website.

15.8 When using the Application or the Website, You may view content provided by third parties, including links to web pages of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

15.9 Nothing in these T&C will limit Our liability for death or personal injury resulting from Our negligence.

15.10 You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these T&C represent a fair and reasonable allocation of the risks and benefits of these T&C, taking all relevant factors into consideration. You further agree that these disclaimers and limitations shall be enforceable to the extent permitted by applicable law.

15.11 The Company is liable to You only for the deliberate failure (improper performance) of the provisions of these T&C. In this case, the Company is obliged to compensate You for the losses You incur in full, unless otherwise provided by the legislation of the Republic of Belarus.

15.12 In case of non-fulfillment (improper performance) of the provisions of these T&C by You, You are obliged to compensate the losses incurred to the Company (including reimburse the Company for the amount of liability measures applied to it in a foreign country in connection with the conclusion and (or) execution of these T&C under the conditions the provision of false assurances by You. The company has the right to fully or partially withhold the amount (amount) of losses caused to it from the amount (amount) of money counted for You, electronic money, tokens held by the Company.

15.13 The basis for exemption from liability for non-performance (improper execution) of these T&C for You is the presence of force majeure circumstances (by which the Parties understand the emergency and unavoidable circumstances under the given conditions, i.e. natural disasters), and for the Company - the absence of its fault.

16. LINKS TO WEBSITES

16.1 The Application or the Website may, from time to time, contain links to websites, which are outside of Our control and are not covered by these T&C. If You access the websites using the links provided, You will have to comply with relevant terms and condition of such websites. We do not accept any responsibility or liability for using the services provided on the websites, which You may access through links contained in the Application or the Website.

16.2 The operators of these websites may collect information from You, which will be used by them in accordance with their privacy policy, which may differ from Ours. We do not accept any responsibility or liability for these policies. Please check these policies before You submit any information to these websites.

16.3 We are providing the links to websites to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of its operators.

16.4 The cost of Tokenised assets, cryptocurrencies, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens are based on data provided to Us by third parties, and (or) on the basis of the real supply and demand for the relevant tokens, established on the Platform.

16.5 Unless otherwise provided by these T&C, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens are generated on the Platform on the basis of data on the cost of the relevant currency relative to the value of another currency obtained from the LMAX Exchange Group websites (lmax.com).

16.6 The cost of cryptocurrency in the Platform is formed on the basis of data on the cost of cryptocurrency from websites of Bitstamp Ltd (bitstamp.net), BFXWW Inc. and BFXNA Inc. (bitfinex, com), GAIN Capital Holdings Inc (gaincapital.com), and (or) on the basis of the real supply and demand for the relevant cryptocurrencies, established on the Platform.

16.7 The cost of Tokenised assets on the Platform is formed on the basis of data on the value of assets that the Tokenised exchange assets represent, obtained from the websites of Thomson Reuters and/or from the providers of such information chosen by Us at Our sole and absolute discretion, and (or) on the basis of the real supply and demand for the relevant tokens, established on the Platform.

16.8 We receive data on the official exchange rate of the Belarusian ruble to foreign currencies from the website of the National bank of the Republic of Belarus (www.nbrb.by). If the client uses Fiat currency tokens representing Belarusian ruble for transactions with Tokenised assets, cryptocurrencies, which are quoted in currencies other than the Belarusian ruble value of the Fiat currency tokens representing Belarusian ruble is converted into the currency of quotation of the corresponding Tokenised asset, cryptocurrency at the official rate of the National bank of the Republic of Belarus.

16.9 When acquiring (alienating) Tokenised assets, the cost of which is expressed in certain type of Fiat currency tokens (hereinafter referred to in this sub-clause as "tokens No. 1"), for another type of Fiat currency tokens or Other tokens representing currencies (hereinafter referred to in this sub-clause as "tokens No. 2"), the cost of such Tokenised assets is determined by the expression of the cost of the currency represented by tokens No. 2 in the currency represented by tokens No. 1.

16.10 You acknowledge that You are notified that the actual cost of tokens on the Platform may differ from the cost presented in the sources specified in sub-clauses 16.5-16.9 of this clause (including based on the real supply and demand for the relevant tokens, established on the Platform).

17. SUSPENSION, TERMINATION AND CANCELLATION

17.1 To the extent permitted by applicable law, and as well as to the extent necessary for the fulfillment of obligations imposed on the Company, including, but not limited to, obligations in the sphere of preventing money laundering, financing terrorist activities and financing the proliferation of weapons of mass destruction, countering the manipulation of prices on tokens, countering illegal (unfair) use of insider information about tokens, We may without any liability to You with immediate effect and for any reason: (i) refuse to complete, block, cancel, suspend (recommence) or reverse a transaction You have initiated; (ii) suspend, restrict or terminate Your access to the Application in whole or to certain of its functionalities and features, (iii) ban disposal and usage of funds registered on Your Currency.com Account (freeze the funds), (iv) deactivate Your Currency.com Account or cancel its creation, (v) apply a ban on the disposal and/or use of tokens and/or a ban on carrying out transactions (operations) with tokens, (vi) unilaterally refuse to perform the contract concluded with You (declare this contract avoided), and/or (vii) suspend Your Currency.com Account, including but not limited to where:

(a) We are, in Our reasonable opinion, required to do so by applicable law or any court or other authority to which We are subject in any jurisdiction;

(b) We reasonably suspect You of acting in breach of (non-compliance with) these T&C;

(c) We have concerns that a transaction is erroneous or about the security of Your Currency.com Account or We suspect the Services are being used in a fraudulent or unauthorised manner;

(d) We have verified data, or reasonably suspect, that You are using any insider information about cryptocurrencies or are manipulating prices for cryptocurrencies when using the Application;

(e) We suspect money laundering, terrorist financing, fraud, or any other financial crime, in particular, but not limited to cases, when You are repeatedly making transactions We consider suspicious;

(f) if external accounts You linked to Your Currency.com Account are not approved;

(g) use of Your Currency.com Account is subject to any pending litigation, investigation, or government proceeding and/or We perceive a heightened risk of legal or regulatory non-compliance associated with Your Account activity;

(h) You offer (intend) to make a transaction with tokens through the Platform with types of tokens, which are based on the principle of complete anonymization of transactions (operations) made with them;

(i) You are planning (offering) making settlements on a single transaction with tokens for an amount in excess of 2000 basic values, not through a bank transfer or transfer of electronic money;

(j) if according to the results of the use of the software (the right to use the software), which performs the compilation and analysis of Your use of addresses (identifiers) of virtual wallets (including allowing You to determine the trading platforms where Your addresses (identifiers) of virtual wallets were used, the addresses (identifiers) of virtual wallets of Your counterparties (potential clients), the connection of Your addresses (identifiers) of the virtual wallets (potential clients) with other addresses (identity identifiers) of virtual wallets, etc.), as well as assessing the risk of using addresses (identifiers) of virtual wallets to carry out illegal activities (participation in it), or services of other persons (performers) on the above generalization, analysis and evaluation of transactions with tokens a high degree of risk is established by You of using your address (identifier) of a virtual wallet to legalize the proceeds of crime;

(k) in other cases provided for in these T&C.

17.2 If the Company decided to return to You the money, electronic money, tokens, received from You by the Company, including, but not exclusively, for the reasons indicated in sub-clause 17.1 of this clause, the Company will reimburse its costs of such a return and consideration of the application from Your funds by withholding such compensation.

17.3 If We take any measures mentioned in sub-clause 17.1 of this clause We will generally provide You with notice of Our actions and reasons for taking such actions and where appropriate, with the procedure for correcting any factual errors that led to them. We will not communicate to You the reasons for such measures in case it would be unlawful for Us to do so under any applicable law or such decision is based on confidential criteria that are essential to Our risk management and security policies.

17.4 Under applicable law We are obliged to take measures aimed at prevention, detection, preclusion and elimination of consequences of unfair (improper) using insider information about tokens or manipulating prices for tokens. Such measures are not limited to those

mentioned in sub-clause 17.1 of this clause and are established in Our sole discretion. By using the Application, You acknowledge the possibility of applying such measures to You.

17.5 These T&C with regard to use of the Application are terminated: (a) upon Our initiative when We terminate Your access to the Application, deactivate or cancel Your Currency.com Account, or (b) upon Your initiative by sending Us a termination notice or simply by deleting the Application from Your device.

17.6 After termination of these T&C for any reason whatsoever, unless otherwise provided by applicable law, any rights, obligations and/or liabilities accrued before the date of termination shall continue in force until their full completion.

17.7 You should initiate withdrawal of all the funds remaining on Your Currency.com Account within five calendar days after termination of these T&C. In case You do not initiate the withdrawal, We reserve the right in Our sole discretion to return the remaining funds to any of Your External Accounts or appropriate them.

If You have not started the withdrawal of funds in accordance with this sub-clause, then such actions may be perceived by Us as the removal from the possession, use and disposal of the property without the intention to preserve any rights to this property, i.e. renunciation of the right of ownership.

17.8 Upon termination of these T&C, You shall cease all use of the Application (except for withdrawal of funds, if applicable), and destroy all copies, full or partial, of the Application.

18. INDEMNITY

18.1 You agree to fully indemnify, defend and hold harmless Us and Our shareholders, directors, employees, officers, licensees, licensors, affiliates and subsidiaries from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees, fines and penalties of regulatory authorities, and any other charges whatsoever, however caused, that may arise as a result of:

- (a) Your breach of these T&C (including any warranties contained herein), in whole or in part;
- (b) violation by You of any law or any third party rights, including Intellectual Property Rights;
- (c) exercising of Our rights under these T&C, including, but not limited to, actions We are entitled to undertake in accordance with clause 17 of these T&C (rejection or partial fulfilment of Your orders, suspension or restriction of Your access to Currency.com Account, blocking or suspending withdrawal of funds, etc.);
- (d) use by You of the Application and the Website or use by any other person accessing the Application installed on Your device or accessing the Website via Your device, whether or not with Your authorisation.

19. APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE

19.1 The legislation of the Republic of Belarus shall apply to the relations between the parties arising out of the Terms. In this case, the material, not collision, norms of law shall be applied.

19.2 If a dispute arises between the parties from the Terms prior to its submission for consideration to the dispute settlement body provided for in the Terms, it shall be mandatory to follow the claim procedure for dispute settlement provided for in the Terms.

19.3 Claims shall be sent:

19.3.1 by You – from Your e-mail address specified by it at the time of creation of the Account to the e-mail address support@currency.com or other e-mail address notified by the Company (specify “Claim. For the Legal Team” in the title of the letter) with the scanned image of the paper claim signed by You or your representative attached to the letter (if the claim is signed by the representative, the attachment of a scanned image of the document confirming the representative’s authorities is mandatory);

19.3.2 by the Company – to Your e-mail address, specified by it at the time of creation of the Account.

19.4 The parties also have the right to send their signed paper claims (by registered mail with delivery receipt or by the correspondence delivery services, such as EMS, DHL or UPS) to each other’s addresses of residence (location) (with certified copies of documents confirming the representative’s authorities, if the claim is signed by the representative).

19.5 Claims shall contain:

19.5.1 surname, given name (first name), patronymic (name) of the claimant and a person (persons), to whom the claim is submitted (the claimee), their place of residence (place of temporary residence) or location;

19.5.2 date of filing the claim;

19.5.3 circumstances on the basis of which the claim is filed;

19.5.4 specific well-reasoned demands of the party with reference to the provisions of the Terms, as well as the norms of the legislation of the Republic of Belarus;

19.5.5 the amount of the claim and its calculation, if the claim is subject to monetary evaluation.

19.6 The claim cannot be subject to consideration if:

19.6.1 it is not sent in accordance with these Terms;

19.6.2 its content does not correspond to these Terms.

19.7 The response to the claim shall be sent within 30 days from the date of its receipt in the manner specified in these Terms.

19.8 If the dispute arisen has not been settled in the claim procedure, it shall be submitted for consideration:

- if You are a citizen or a legal entity of the Republic of Belarus, – to the court at the location of the Company, determined in accordance with the legislation of the Republic of Belarus;

- if You are is a foreign citizen, stateless person, foreign or international legal entity or foreign organization, which is not a legal entity, – to the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk). Arbitration clause:

“All disputes, disagreements or claims that may arise from or in connection with the Terms, including those related to their conclusion, change, termination, performance, invalidity or interpretation, shall be considered in the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk) in accordance with its regulations.”.

19.9 The parties shall have the right to settle a dispute arising out of the Terms by using mediation in accordance with the legislation of the Republic of Belarus.

20. FEEDBACK

20.1 We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Us, the Services or the Website that You provide, whether by email, posting through the Application, the Website or otherwise ("Feedback"). Any Feedback You submit is non-confidential and shall become the sole property of Currency.com. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You. You waive any rights You may have to the Feedback (including any copyrights or moral rights). Do not send Us Feedback if You expect to be paid or want to continue to own or claim rights in them; Your idea might be great, but We may have already had the same or a similar idea and We do not want disputes.

21. COMMUNICATION

21.1 In case You have any questions with regard to these T&C or want to contact Us for other reasons, please use respective section in the Application, the Website or write an e-mail to support@currency.com.

21.2 You agree to receive all the communications, agreements, documents, notices and disclosures relating to the Services (collectively “Communications”) via the Application or on Your e-mail. As the result, to ensure receiving of such Communications You are obliged to keep Your contact information in Currency.com Account Profile up-to-date. If We send You an electronic Communication but You do not receive it because Your e-mail is incorrect, out of date, blocked by Your service provider, or You are otherwise unable to receive electronic Communications, We will be deemed to have provided the Communication to You.

22. MISCELLANEOUS

22.1 You may not assign, charge or otherwise transfer Your rights and/or obligations under these T&C (or purport to do so) without Our prior written consent. We reserve the right to assign these T&C, in whole or in part, at any time without further notice to You.

22.2 If a provision of these T&C is or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other

provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

22.3 All the provisions of these T&C which by their nature extend beyond the expiration or termination of these T&C, including, without limitation, the provisions relating to legal use restrictions, prohibited activities, dispute resolution, will continue to be binding and operate after the termination or expiration of these T&C.

22.4 The headings in these T&C are for reference only and do not affect the construction or interpretation of any provision.

22.5 Neither failure nor delay on the part of Us to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

22.6 Nothing in these T&C shall create or confer any rights or other benefits in favour of any third parties not party to these T&C.

22.7 Nothing in these T&C shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between You and Us.

22.8 These T&C constitutes the entire understanding and agreement between Us and You regarding the Services and supersedes any prior agreement, understanding or arrangement between Us and You.

22.9 The City of Minsk (the Republic of Belarus) shall be deemed to be the place of these T&C conclusion.

**Annex No.1 to the Terms
and Conditions of Use of the
Cryptoplatform (Trading
Platform) and the Website**

The Conditions of the Promotional Event “Invite a Friend”¹

1. The organizer of the Promotional Event “Invite a Friend” (hereinafter referred to as – “the Promotional Event”).

1.1. Currency Com Bel Limited Liability Company, a company registered in the Republic of Belarus under No. 193130368, with registered address at: 220030, Minsk city, Internatsionalnaya street, 36-1, office 724, room 2 is the organizer of the Promotional Event (hereinafter for the purposes of these Conditions referred to as – “the Organizer”).

2. Purpose of the Promotional Event.

¹ The conditions of the Promotional Event “Invite a Friend” in their text are referred to as “these Conditions”.

2.1. The purpose is to stimulate the sale of cryptoplatform operator services and attraction of new customers, as well as increase the loyalty of existing Organizer's clients.

3. The start and end dates of the Promotional Event.

3.1. The Promotional event start date is September 13, 2019.

The Promotional event end date December 13, 2019.

3.2. The Organizer has the right to terminate (complete) the Promotional Event before the end date.

The Organizer's decision on the termination (completing) of the Promotional Event before end date does not apply to Participants who have met its conditions before the end of the Promotional Event. The procedure for interaction between participants of the Promotional Event and the Organizer in case of such early termination (completing) is determined in accordance with sub-clause 5.3 clause 5 of these Conditions.

3.3. The Organizer has the right to extend the duration of the Promotional Event at its sole discretion and for any period of time.

4. Conditions under which an individual becomes a participant in the Promotional Event.

4.1. Unless otherwise is stipulated by the Organizer, only clients which are natural persons can participate in the Promotional Event.

4.2. Participant of the Promotional Event need to register themselves (create an Account) on the cryptoplatform (trading platform) "Currency.com" (hereinafter referred to as the "Cryptoplatform") (hereinafter referred to as – "the Client" or "the Inviting Client").

4.3. The participant must comply with these Conditions of the Promotional Event, use the rights granted to him to participate in the Promotional Event in good faith and reasonably, based on the objectives of the Promotional Event and not to abuse its terms and the right to participate in it.

4.4. Clients take part in the Promotional Event at their own request and at their own discretion without any assignment from the Organizer.

5. Conditions of the Promotional Event.

5.1. These Conditions constitute a part of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website (Terms and Conditions).

5.2. The Organizer shall give to every Client invitation codes within their Accounts on the Cryptoplatform. These codes are be designated for sharing by Clients to the persons being invited by them to use the Cryptoplatform who, prior to sending these codes, have not had Accounts on the Cryptoplatform.

If such persons, when registering themselves (creating an Account on the Cryptoplatform), enter the invitation code sent to them by the Client, then they shall be qualified as persons invited by the Client (hereinafter referred to as "the Invited Persons"), and the Inviting Client, whose code was used shall get the present in accordance with sub-clause 6.2 clause 6 of these Conditions.

5.3. In the event of the early termination (completing) of the Promotional Event, presents to the Inviting Client shall be transferred only for the Invited Persons who have registered an Account before such early termination (completing).

6. Presents for fulfilling the conditions of the Promotional Event.

6.1. All participants of the Promotional Event who equally fulfill the conditions of the Promotional receive the same presents. For the purposes of these Conditions, the term "present" means transferring the title of property to tokens on a non-reimbursable (without

consideration) and non-refundable (non-repayable) basis to the Inviting Client in accordance with sub-clause 6.2 clause 6 of these Conditions.

6.2. The Organizer shall be obliged to transfer to the Inviting Client the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in the amount corresponding to 50 % of the amount of the following fees actually obtained by the Organizer from the Invited Person during 6 months from the date of registration (creation of an Account) of the Invited Person on the Cryptoplatform:

- the exchange fee (the trading without Leverage fee);
- the fee for transactions with Tokenised bonds;
- the trading fee (leveraged) (the trading with the use of Leverage fee).

This transfer of the title of property shall be carried out by the Organizer on the weekly basis by means of adding of the number of tokens, the title of property to which is transferred, to the number of tokens of the relevant type that are Accounted in respect of the Inviting Client on his Account on the Cryptoplatform. The title of property to these tokens transfers to the Inviting Client at the moment the Organizer has completed the said addition.

6.3. The Organizer has the right to bar the Client from participation in the Promotional Event or to suspend participation of the Client in the Promotional Event if the Client abuses the terms of the Promotional Event. Abuse of the terms of the Promotional Event means the performance by the Client of actions that, according to the subjective opinion of the Organizer, do not have a reasonable meaning, contradict the objectives of the promotion and entail the receipt by the Client of unreasonable benefits based primarily on the technical and / or organizational features and / or conditions of the Promotional Event.

7. Other conditions of the Promotional Event.

7.1. Unless otherwise expressly permitted by the Organizer:

if the person whom the Inviting Client has sent the invitation code to does not enter it during the process of registration (creating an Account) on the Cryptoplatform or for any reason fails to register himself on the Cryptoplatform (does not pass the Account creation process), this Client shall not be entitled to acquire the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in accordance with sub-clause 6.2 clause 6 of these Conditions;

the Inviting Client's breach of any provision of these Conditions shall entail deprivation him of the right to acquire the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in accordance with clause 6 of these Conditions. The fact of breach of any provisions of these Conditions is defined by the Organizer at its sole and absolute discretion.

7.2. The Inviting Client must not become the Invited Person himself.

7.3. In accordance with these Conditions Inviting Clients may acquire the title of property to the tokens being placed. In this case, the provisions of clause 6 of these Conditions on the transfer of title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis to the Inviting Clients shall apply to the emergence of the title of property to the tokens being placed on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis.

7.4. Inviting Clients and Invited Persons can receive tokens in accordance with the terms of this Promotional Event only after going through the procedure of creating an Account and passing identification and subsequent verification in accordance with Section 4 of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website.

7.5. The price (value) of tokens (including for the purpose of expressing the price (value) of tokens of one type in prices (value) of tokens of another type) shall be determined by the Organizer at its sole and absolute discretion.

7.6. If, in accordance with the law, the Organizer is obliged with regard to obtaining by the Inviting Client, the Invited Person under this Conditions income to deduct income tax on individuals or other tax from the amount of the said income and transfer it to the budget the relevant income shall be transferred to the Inviting Client, the Invited person after deducting this tax (i.e. minus the sum of the relevant tax).

7.7. These Conditions may be amended or terminated, and the Promotional Event may be terminated at any time by the Organizer at its sole and absolute discretion (unilaterally).

8. Providing discounts for Invited Persons.

8.1. The Invited Persons within the Promotional Event shall get a discount from the amounts of the following fees to be paid to the Organizer (hereinafter referred to as “the Discount”):

- the exchange fee (the trading without Leverage fee);
- the fee for transactions with Tokenised bonds;
- the trading fee (leveraged) (the trading with the use of Leverage fee).

8.2. The Discount is granted in the following way:

if the Invited Person used the link of the Client, who is the Organizer’s employee or the «person connected to the Organizer», the Discount amount for the Invited Person is 15 %. The list of the «persons connected to the Organizer» is defined by the Organizer at its sole discretion;

if the Invited Person used the link of the Client, who is an influencer, the Discount amount for the Invited Person is 12 %. The list of the «influencers» is defined by the Organizer at its sole discretion;

if the Invited Person used the link of the Client, who does not fall under the categories mentioned above, the Discount amount for the Invited Person is 10 %.

8.3. The Discount is given during 3 months beginning from the moment after the Invited Person passes the procedure of registration (creating an Account) on the Cryptoplatform.