

## **RULES OF THE SERVICE USE**

These Rules of use of the service contain all essential conditions and are a public offer addressed to any individual to enter into a contract on the terms set out below.

### **1. General information**

1.1. These Rules of the service use (hereinafter - the Rules) determine the terms of use of the Service. Before starting to use the Service, the User is obligated to read and agree to the text of these Rules.

1.2. In case the User does not agree to any provisions of these Rules, the User shall refuse to use the Service.

### **2. Definition of concepts and interpretation**

2.1. The terms and concepts used in these Rules are used in the following values:

**Service provider** – Limited Liability Company "CRYPTOBANK "BUY" - a legal entity created and registered under the legislation of Ukraine.

**User** – an individual who has agreed to these Rules and by technical capabilities of the Service creates an Order for the acquisition or alienation of Digital Assets on the terms defined by these Rules.

**Parties** – User and Service Provider.

**Service** – an automated online platform on which an unlimited number of individuals is given the opportunity to perform operations for the acquisition or alienation of Digital Assets, through the technical capabilities of the Service.

**Site** is a set of information, texts, graphic and design elements, photos, videos and other intellectual activities, as well as a set of computer programs that contained in the information system, and ensures the availability of this information to the end users.

**Digital Assets** are a decentralized digital currency, all data on which circulation is recorded and stored in the public electronic database Blockchain. The parties do not regard Digital Assets as a money surrogate or a financial asset.

**Tool** – Digital Assets and money used to commit the transaction.

**Agreement** – an agreement between the Users about the alienation of the Digital Assets.

**Order** – the User's offer is addressed to other Users to enter into an agreement under certain conditions.

**Course** – the ratio of the number of Tools and the price for the exchange of Tools, as determined by the Service Provider.

2.2. The headings in these Rules are for convenience only and do not affect the interpretation of the Rules.

2.3. In these Rules, if context requires, the references in the single include the references in the plural and vice versa.

2.4. Any phrase that begins with the words "in particular", "including", "especially", or in any other similar manner, is interpreted in an illustrative manner and does not limit the meaning of the words preceding these terms.

2.5. In case the terms and concepts used in these Rules are not defined by this section of the Rules, the interpretation of such term or concept occurs in accordance with the text of the Rules. In case of the absence of a clear interpretation of the term or concept, it is necessary to interpret this concept based on the rules of understanding of such terms and concepts on the Internet.

### **3. Subject**

3.1. These Rules determine the Order of access to the Service, its use, and the provision of the ability for Users to perform the Digital Assets transactions between each other.

3.2. The Service Provider provides the User with access to the Site and the possibility to use the Service as well as other services in the manner and on the terms foreseen by these Rules.

#### **4. The order of the Agreements conclusion**

- 4.1. The Users use the Service to enter into Agreements with each other based on a one User's Order, which contains information on the amount of Digital Assets that the User intends to acquire or alienate.
- 4.2. The Service Provider is in no way a party to such Agreements between the Users. All agreements are concluded between the Users directly with the information service of the Service Provider (use of the technical capabilities of the Service).
- 4.3. When placing an Order, the User is obliged to provide his valid mobile telephone number, as well as to familiarize himself / herself with these Rules and approve it.
- 4.4. An Agreement on the placed Order is considered as a concluded one if the Service registers the counter Order placed by another User. The opposing Orders are reciprocal Orders. The User considers registration of the opposing Orders by the Service as an acceptance of the offer. The Order is deemed to be executed since the moment of registration of the opposing Order by the Service.
- 4.5. Limitations are set for the security of all participants in the calculations and to minimize the risks associated with Internet settlements. The established limits and commission may vary depending on the payment method.
- 4.6. The User may place the Order in which the quantity of Digital Assets that is acquired or alienated corresponds to the limits set in the hryvnia (or other chosen currency) established by the Service.
- 4.7. The user is responsible for the correctness of the wallet address in the Order.
- 4.8. The Service registers the User's Order and ensures the automatic observance of the equivalence established by the User.
- 4.9. The Order may be revoked or changed by the User until it is executed, but in any case not later than before the other User is fulfilling his obligations.
- 4.10. The terms of the Agreement, in particular regarding the Course, shall remain in force for 30 minutes from the moment of placing the Order by the User. If the User fails to fulfill his obligations under this Agreement within the time period specified in this clause, the Service Provider reserves the right to change the Course.
- 4.11. All expenses, fees and commissions associated with the transfer of Digital Assets, as well as costs, fees and commissions associated with the holding of financial and other transactions by third parties, are paid at the expense of the User.

#### **5. Rights and obligations of the Parties**

- 5.1. User has the right to:
- to use of the technical capabilities of the Service in accordance with the provisions of these Rules;
  - Service automatic processing of the Order;
  - to obtain the information on the results of the Order processing.
- 5.2. User must:
- to fulfill properly all the conditions stipulated by these Rules;
  - to use the technical capabilities of the Service solely for lawful purposes;
  - not to use the possibilities of the Service to violate the requirements of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of the Proceeds from Crime, Terrorist Financing and the Financing of the Proliferation of Weapons of Mass Destruction";
  - at the request of the Service Provider to provide the documents and / or information necessary for identification of the User;
  - at the request of the Service Provider, provide the documents and / or information necessary for the Order processing;
  - to read the amendments and additions to these Rules.
- 5.3. The User is forbidden:

- to take any actions (in particular, with the use of third-party software), aimed at violating the normal operation of the Service;
- to carry out the operations with the Criminal Instruments;
- to download, store, publish, distribute and provide access or otherwise use viruses, Trojans and other malicious software in relation to the Service;
- to use the automated scripts (programs) to collect information on the Site and / or to interact with the Site.

5.4. The Service Provider has the right to:

- to make amendments and additions to these Rules without any additional notification of the User;
- to request from the User the documents and / or information necessary for identification of the User;
- to request from the User the documents and / or information necessary for the Order processing;
- to stop the placement of the Order and / or the transaction until the User provides the requested documents and / or information, but not longer than until the day following the last day of the period for the provision of such documents and / or information;
- to terminate or suspend the work, as well as to make changes to the Service and / or the Site without any additional notice of the User;
- to make changes to the information placed on the Site;
- to carry out the preventive actions for confirmation of the efficiency and further improvement of the Service function;
- to terminate the access of Users to the Service in case of technical problems with the Service in order to restore its working capacity.

## **6. Stop the services provision**

6.1. The Service Provider has the right to refuse the User to place the Order and / or to conduct the transaction in case of occurrence of at least one of the following circumstances:

- the failure to provide the Provider with the requested information and / or supporting documents necessary for identification of the User;
- the failure to provide the Provider with the requested information and / or supporting documents necessary for processing the Order;
- if the Service Provider suspects the User to use the Service for the purpose of committing fraudulent activities, laundering of proceeds from crime, financing of terrorism, financing of the proliferation of weapons of mass destruction or other unlawful actions;
- when the Service Provider receives the relevant requirements from the authorized state bodies of Ukraine;
- violation by the User of the terms of these Rules;
- other cases stipulated by the Rules.

6.2. About the fact of refusal to place the Order and / or conduct the transaction, the Service Provider informs the User at the mobile phone number specified by the User during the formation of the Order not later than 24 hours after such refusal.

## **7. Assurances and warranties**

7.1. The User guarantees that he knows the main principles of working with Digital Assets, as well as the characteristics of Digital Assets, affecting its value.

7.2. The User guarantees that he is legally competent in accordance with the current legislation of Ukraine. If the User acts on behalf of the legal entity, he guarantees that he is authorized to perform such actions.

7.3. The User bears all risks associated with the use of the Site and/or Service. The User agrees that the Service Provider is not liable for damages incurred in connection with the use of the Site and/or Service.

7.4. Any information posted on the Site cannot be considered as causing Users to enter into Agreements.

## **8. Limitation of the Service Provider responsibility**

8.1. The Service is provided on the terms "AS IS" ("AS IS"). The Service Provider does not guarantee that the work of the Site and/or the Service will be uninterrupted or error-free. The Service Provider is not responsible for any circumstances that may affect the operation of the Site and / or Service. The User is not guaranteed compliance of the Service with the specific purposes and expectations of the User and the Service Provider does not provide any other guarantees not expressly specified in these Rules.

8.2. The Service Provider is not responsible for damages, lost profits and other expenses of the User resulting from delays, errors or failures in the process of the Order processing.

8.3. The Service Provider is not responsible for any damages caused by third parties to the User during the use of the Service.

8.4. The Service Provider is not responsible for the incorrect indication of the details of the User or the address of the wallet during the execution of the Order, which led to the erroneous crediting of the Digital Assets to third parties.

8.5. The Service Provider is not responsible for the actions of banks, payment systems or other financial companies for conducting of the financial transactions.

8.6. The Service Provider is not responsible for the cancellation, delay, stop, and error, failure in making the payments or transferring funds to the banks, payment systems or other financial companies. In addition, the Service Provider is not responsible for any delays associated with making entries in Blockchain when conducting Digital Assets transactions.

8.7. The Service Provider is not responsible for fulfilling the obligations of the Users between themselves or the User and a third party.

8.8. The User is personally responsible for paying all taxes accrued as a result of or in connection with the execution of the Orders in accordance with the current legislation of Ukraine.

## **9. Force majeure circumstances**

9.1. The Parties shall be released from the responsibility for non-fulfillment or improper obedience of these Rules if such non-execution or improper obedience occurred because of force majeure. Such circumstances include, in particular, a hacker attack, accidents in the energy supply and communication system, changes in legislation, actions of public authorities and their officials, if these circumstances directly affect the implementation of these Rules.

9.2. Under the unforeseen circumstances that contribute to the non-fulfillment by the automated Service of the Applications terms in due time, they also mean:

- the technical problems encountered in the Service work;
- an adoption of the normative acts by the government or actions of the authorities that prohibit or discontinue the work of the Internet or the Site, electronic payment systems, banking institutions, etc.

9.3. In the event of such unforeseen circumstances, the term of the Order processing is transferred on the period of such circumstances validity.

9.4. A proof of force majeure circumstances (circumstance of insuperable force) is a certificate of force majeure circumstances (circumstances of insuperable force) issued by the Chamber of Commerce and Industry of Ukraine.

## **10. The disputes settlement**

10.1. The settlement of disputes that arise between the Parties regarding the fulfillment of these Rules terms shall be through the negotiations.

10.2. Disputes between Parties that are not regulated by the Parties through negotiations shall be settled by the competent court of Ukraine in the manner prescribed by the procedural legislation of Ukraine.

## **11. Other provisions**

11.1. The Service Provider has the right to make unilaterally the amendments and additions to these Rules. Changes to the Rules take effect from the moment of their publication on the Site. The Service Provider is not obliged to inform additionally the User about the changes and additions to these Rules. The Service use after the publication of changes and additions to the Rules on the Site, indicates the User's consent with these changes and additions.

11.2. By agreeing to these Rules and placing the Order, the User agrees to create an electronic money purse. The User agrees that after completing the Transactions under the Agreement, the electronic money purse will be closed.

11.3. If any provision of these Rules is found by any competent public authority Ukraine as an invalid one, it will not affect the validity or the ability to perform any other terms and conditions hereof, which remain entirely valid, unless otherwise provided by laws of Ukraine.

11.4. The right to use the technical capabilities of the Service does not provide the User with any intellectual property rights to the Service as a whole, as well as to the objects associated with it.