

**TERMS OF USE**  
**OF THE BROXUS PLATFORM**

(Date of the last version: \_\_ January 2020)

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING BROXUS PLATFORM TO KNOW ALL YOUR RIGHTS AND OBLIGATIONS.**

NOTE: Investing, storing, safekeeping and trading in cryptocurrencies and other tokens involves substantial risk of loss and is not suitable for all types of investors. You should not purchase cryptocurrency unless you understand the extent of your exposure to potential loss. Please make sure you are investing mindfully after understanding the nature, complexity and risks inherent in the trading of cryptocurrency. In no event shall Finstream OÜ will be liable to any loss or damage of any kind incurred as a result of the use the Broxus Platform or its Services.

**1. General Provisions**

**1.1.** Please carefully read these Terms of Use (hereinafter - "Terms", "Offer") before using the website <http://www.broxus.com> (hereinafter - the "Platform", "Broxus" and the "Website"). These Terms also include the Privacy Policy, which is posted on the site at the following address <http://www.broxus.com>, as well as other essential information that will be placed both on the public pages of the Platform and in the User's personal account.

**1.2.** The Broxus Platform is owned and operated by Finstream OÜ, registered address: Tallinn, Jõe tn 2, 10151, Estonia, registration number 14770997. Licenses numbers FVR001019 and FRK000911 issued by the Estonian Financial Intelligence Unit of the Estonian Police and Border Guard Board (Rahapesu andmebüroo), created and acting under the laws of Estonia (hereinafter - "Finstream ", "we", "our" or "us"). The Platform is provided services (hereinafter - the "Service") to you as a user (hereinafter - "You" or "User") in accordance with these Terms.

**1.3.** Your access the use of the Platform is subject to your unconditionally acceptance and compliance with these Terms. These Terms apply to all visitors, users and other persons who access or use by any way the Platform.

**1.4.** By accessing or using the Platform, you agree to abide by these Terms full and complete. If you do not agree with any part of these Terms, you cannot access the Platform and agree to immediately stop using the Platform.

**1.5.** We have a right to terminate or suspend your access to Platform immediately, without prior notice or liability, for any reason, including without limitation, if you violate the Terms.

**1.6.** All provisions of the Terms, which by their nature must remain in force after termination, remain in force after termination, including, without limitation, provisions on ownership, disclaimer of warranties, release from liability and limitation of liability.

**1.7.** The current version of the Terms is available at <http://www.broxus.com>.

**1.8.** These Terms are not a solicitation for investment and does not represent in any way an offering of securities in any jurisdiction.

**1.9.** For the avoidance of doubt, these Terms do not constitute a “framework contract” for the purpose of the EU Payment services Directive (2007/64/EC), Markets in financial instruments Directive (2014/65/EU) or any implementation of these directives in the European Economic Area.

## **2. Terms and Definitions**

**2.1. Account** means an account of User at the Platform a program interface of the User's interaction with the Platform and other Users, which contains data about the User, statistics data, the balance of the User's account and other information in respect of these Terms, as well as provides an opportunity for remote interaction between the User and the Platform and between Users within the framework of these Terms, available to the User after registration on the Platform, including through application programs and/or API.

**2.2. API** means applications program interface of the Platform with any technical, user and another documentation and materials related to the Platform and the API (collectively, the “**Documentation**”) made available at the Website.

**2.3. Business Day** means a day other than a Saturday or Sunday or any other day on which commercial banks in Estonia are closed or authorized to be closed for the business.

**2.4. Confidential Information** means trade secrets, know-how, financial, statistical, personnel, technical, and other confidential data, information document or materials (whether oral, written, electronic or otherwise) relating to a Party or its business, including these Terms.

**2.5. Virtual Currencies** means any virtual cryptocurrency (such as Bitcoin) or digital cryptographic tokens that may be purchased, sold, stored, transferred, exchanged, traded or otherwise managed by its owner using the trading facilities and such assets underlying networks, protocols, systems, and other technologies (collectively, the “**Blockchain**”);

**2.6. Digital Wallet** (or Custodian Wallet) means hosted or unhosted digital wallets on a certain Blockchain enabling to store, transfer and manage the supported by such Blockchain virtual currencies and safeguard private cryptographic keys on behalf of Users.

**2.7. Politically Exposed Person, PEP** means a natural person who is or who has been entrusted with prominent public functions including a head of State, head of government, minister and deputy or assistant minister; a member of parliament or of a similar legislative body, a member of a governing body of a political party, a member of a supreme court, a member of a court of auditors or of the board of a central bank; an ambassador, a chargé d'affaires and a high-ranking officer in the armed forces; a member of an administrative, management or supervisory body of a State-owned enterprise; a director, deputy director and member of the board or equivalent function of an international or local organisation, except middle-ranking or more junior officials.

The term PEP in these Terms includes Politically Exposed Person, a family member of a PEP and a close associate of a PEP.

Family member of a PEP means the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person; a child and their spouse, or a person considered to be equivalent to a spouse, of a politically exposed person; a parent of a politically exposed person.

Close associate of a PEP means a natural person who is known to be the beneficial owner or to have joint beneficial ownership of a legal person or a legal arrangement, or any other close business relations, with a politically exposed person; and a natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

A natural person shall not be deemed the PEP if he/she at least within one year by the time of making the transaction did not exercise the functions of the PEP, the same concerns the family members and the closest co-workers of such person.

**2.8. Platform (or Broxus Platform)** means the software located at <http://www.broxus.com>, including but not limited to such Services as data streaming, crypto digital wallets, crypto exchange, smart order routing, the billing system, special bot software, mobile (ex. Broxus Bot) and other applications, and so on (hereinafter - Services). The Platform is owned and operated by Finstream OÜ. The Users have agreed that the exchange of orders, information and other technology exchange between the Users, as well as between the Users and the Platform, shall be carried out exclusively through the Platform and/or Telegram messenger (<https://telegram.org>). The Platform shall be entitled to determine the terms, scope and format of the Platform operation and volume and the Terms independently without prior notice and without the consent of the Users.

**2.9. Trading Facilities** means web, mobile or other software application and/or facility that allows storing, exchanging, trading, otherwise managing and initiating or making Transactions with the Virtual currencies (ex., Broxus Bot).

**2.10. Transactions** means any transaction that can be initiated or made at the Trading Facilities, in the Blockchain, or in the Digital Wallet in regard to all or any Virtual currencies, including, but not limited to, transfer, store, sell, purchase, exchange.

**2.11. User or You, your** means a natural person accessing to the Platform and using the Services provided by Finstream. If the party is a legal entity - the “User, you, yours” is the legal entity acting through authorized representative person.

### **3. Eligibility**

**3.1.** The User private person or representative of a legal entity must be an adult under the laws of the jurisdiction from which you access and use the Platform. If you are 18 years old but you are a minor under the laws of your country of residence, you must read these Terms, and the Terms must be accepted on your behalf by either your parent or legal representative so that you can use the Platform. A person accepting the Terms on your behalf must be legally literate. If you are under 18, you are not entitled to access and use the Platform and its Services. We reserve the right to notify relevant government authorities of attempts by the juveniles to use the Platform and its Services.

**3.2.** We carry out checks of your Personal Account and actions performed by you on the Platform, in order to confirm that you are using the Platform in full compliance with these Terms and applicable law. You hereby provide us with your express permission and consent to verify your Personal Account and all actions carried out through your Personal Account in order to confirm the legitimate use of the Platform and identify cases of prohibited use, potential violations of these Terms and applicable law.

**3.3.** The User also acknowledges and assures that there are no legal requirements or restrictions by legislation of country of its residence that can restrict access to the Platform and its Services, and confirms that the User’s fiat and cryptocurrency funds were received by the User from the legal sources and in accordance with applicable legislation. All deals are executed not with Platform, but between Users so all claims and actions shall be held on their behalf. If there is any restrictions or requirements to be met to execute deals by the User, this User has no right to use the Platform and its Services.

**3.4.** The legal entity also can be the User, and by opening the Account at the Platform the legal entity guarantees that it has all corporate approvals to use the Services.

#### **4. Registration Process**

**4.1.** In order to use the Platform and its Services, User understands that you must undergo Platform's registration process. User may proceed with registration by opening an account with us through the Platform.

**4.2.** During the registration process, User shall provide us with requested information and documents, which may include User's name, ID document, birthdate, e-mail address, postal address, telephone number, purpose and intended nature of the business relationship, source of funds, PEP's links, corporate documents and power of attorney, beneficiary owners, digital wallet address and credit card information, bank account details, etc.

**4.3.** User further agrees to promptly provide to us any additional requested information and documents as necessary over the course of the registration process or afterwards for verification purposes or any other purpose in connection to providing you the Services.

**4.4.** User warrants and represents to us:

(a) that all provided to us details are true, accurate, and complete, and that User shall immediately update this information from time to time, to keep it up to date; and

(b) that the name on your Account matches the name on the credit/debit card(s) or other payment accounts (e.g. personal virtual wallet) which you provide to us, as applicable.

**4.5.** We reserve the right to verify User's registration information at any time, by requesting certain documents. If deemed necessary, we may request that the said document copies are notarized, meaning that the documents are stamped and attested by a certified notary and apostilled (if needed). In the event our requests for documents are not completed by you to our satisfaction, we may at its sole discretion suspend or terminate the Account. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and we are under no obligation to provide feedback on the exact nature of our findings with regards to these documents.

**4.6.** User acknowledges and represents to us the following:

- the Account is for User's own use;
- User shall only open one Account with the Website;
- User shall not assist others in obtaining unauthorized access to the Website, Services and/or to your Account;
- User shall not access the Account of any other person with the Website;

- User shall be fully responsible for any activities undertaken on your Account; and
- User will not reveal your Account username or password or your private digital wallet address to any person and you shall take all steps to ensure that such details are not revealed to any person.

**4.7.** User understands that only User is responsible for maintaining the confidentiality of its Account information, including username, password and other sensitive, confidential details, the safeguarding of User's own Virtual currencies, as well as the transactional activity posted to User's Account. User understands that any compromise of User's Account information may expose User's Account to unauthorized access by a third party which may result in loss or theft of Virtual currencies, as well as any linked accounts, such as User's linked bank accounts and credit cards.

**4.8.** User is responsible for the security of User's username and password as well as User's digital wallet address on User's own personal computer or internet access location. If this username password combination is "hacked" from User's computer, due to any viruses or malware that is present on the computer that User access User's Account, User understands that the Platform is not liable whatsoever.

## **5. AML\KYC Policy**

**5.1.** We maintain KYC/AML/CTF/CDD policies and relevant procedures to ensure compliance with applicable rules and regulations (collectively, the "AML Policies").

**5.2.** As part of our KYC procedures, we will conduct a verification process to verify your identity and eligibility to participate in our Services. During this verification process, we may request certain documents from you, which may include proof of address, such as a utility bill, proof of your payment method and a copy of a government issued identity card. We reserve the right to require certified or notarized copies at your expense. You understand that we shall be under no obligation to accept any documents as valid. Pursuant to our KYC procedure, in addition to documentation, we may also choose to verify your identity through a video and/or audio call conference (collectively, the "KYC procedure").

**5.3.** Along with our KYC procedure, we have implemented certain checks to prevent money laundering, financing of terrorism and violations of sanctions (the "AML policy").

**5.4.** You acknowledge that in order to conduct the verification process and/or background checks, in accordance with our KYC procedure and AML policy, we may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. We reserves the right to take any action we deem necessary with respect to the outcome of such inquiries.

**5.5.** In the event that User fails our internal compliance and security checks for any reason, User may be prevented from using our Services and/or accessing the Website, and we may limit or suspend User's use at any time, as well as suspending any withdrawal requests. User understands that the outcome of such KYC reviews, including a decision not to approve the opening of an Account for User, is within our sole and absolute discretion, and we are under no obligation to provide feedback on the exact nature of our findings.

## **6. Restrictions**

**6.1.** By accepting these Terms, you expressly agree that you are expressly forbidden, and it is also expressly forbidden to allow any third party to carry out any of the actions listed below, as well as any actions similar to those listed by nature or intention, and that the implementation of any of these actions will constitute a material violation of these Terms:

- display, copy, store, modify, adapt, reverse engineer, sell, publish, communicate to the public, or
- redistribute the Platform or any services or functionality of the Platform that are available to you through the Platform;
- allow any third party to access the Platform and use the Platform using your Telegram account;
- use the Platform for any illegal purposes;
- impersonating another person, or presenting false information about affiliation with such a person;
- provide false information defaming information about third parties, or carry out fraudulent actions against such persons;
- present the Platform and / or us and / or persons affiliated with us in a negative light;
- transfer malicious code to or through the Platform;
- collect information about other users through the Platform;
- interrupt normal operation or interfere with the operation of the Platform or unreasonably interfere with the use of the Platform by other persons in any way;
- engage in the invasion of the privacy of other users of the Platform through phishing, theft of personal data and other similar methods;

- use bot programs, spider programs, offline reading programs and other automated software systems to access and use the Platform;
- otherwise use the Platform to engage in activities that are illegal under the law of any jurisdiction or activities that encourage criminal conduct;
- use the Platform for any purpose other than those expressly permitted under these Terms;
- send each other advertising messages or other content that are not questions or explanations for placement tasks, and also indicate contacts for communication outside the Platform in the campaign within the Platform;
- add to the Platform and send for moderation spam Sites created exclusively for earnings;
- add fake Sites with the same content to the Platform.

**6.2.** Violation of this section of these Terms will constitute a material breach by you of these Terms and a direct violation of applicable law, that could result in the termination of access to the Platform. Unauthorized access and use of the Platform, including any use that bypasses these Terms and this section is prohibited and may result in criminal, and/or civil and/or administrative and/or disciplinary liability, including legal proceedings against you, initiated by us or relevant law enforcement agencies.

## **7. Termination of access to the Platform**

**7.1.** You can stop access to the Platform and its use if you no longer wish to use the Platform by permanently deleting your Account and/or personal data by sending an email with the description of requirements to the following email address: dpo@broxus.com. Your Account will be permanently closed within 10 business days from the moment we receive the instructions if all your and our obligations are settled and the Account's balance is zero.

**7.2.** We reserve the right to investigate any and all possible violations of these Terms and take any and all necessary or appropriate measures to resolve such violations, at our reasonable discretion. We have the right to suspend work, delete, change or restrict your access or completely cease providing you access to the Platform at any time in our sole discretion, with or without notice to you, if there are signs of a violation by you of these Terms.

**7.3.** If it turns out that you have committed a significant violation of these Terms, such as violating the "Restrictions" section by using the Platform for illegal purposes, or violating our intellectual rights or our licensors or third parties specified in the "Intellectual Rights" section of these Terms, we reserve the right to simultaneously suspend the operation of your Account for an

indefinite period and notify the relevant state authorities in the relevant jurisdiction if your actions may be considered as illegal and punishable in accordance with applicable law.

- We have the right to warn a User who does not comply with one or more requirements of the Terms about the possible consequences of such non-compliance;
- We have the right to block the User Account that does not comply with one or more requirements of the Rules for the period necessary to clarify the circumstances and eliminate the consequences of this non-compliance (non-compliance);
- We have the right to suspend the activity of the User's Site if at least one of its parameters does not meet the requirements of these Terms until the specified parameters are reached;
- We have the right to delete the User Account if there are reasons to believe that its actions or inaction directly related to the use of the Account will inevitably result in harm to the administration or third parties, or are (will be) criminal or illegal.

## **8. Availability**

**8.1.** The Platform may not be available in some countries and may only be available in certain languages. The Platform may depend on telecommunication networks. We reserve the right, at our sole discretion, to modify, improve and correct the Platform. The Platform may not be available during maintenance and at other times. We may decide to terminate the operation of the Platform or any part thereof at our sole discretion and at any time. We do not give guarantees or make representations that the Platform or any part or functionality of it is suitable or available for use in any particular jurisdiction, nor do we give guarantees or make representations that your access to the Platform will not contain errors, viruses, will be uninterrupted, and also that the servers on which the Platform is deployed will be constantly in working condition. In the case of technical work restricting your access to the Platform, we will inform you about this in advance by posting the news in the appropriate information section of the Platform. In case of unforeseen technical malfunctions, we will do our best to eliminate such malfunctions as soon as possible.

## **9. Intellectual Rights**

**9.1.** All rights, including, but not limited to, exclusive copy rights and other intellectual rights in relation to all trademarks on the Platform, the Platform and all its parts, elements and sections, including without limitation any and all computer code, technologies, website software core, graphic themes, objects, logos, art elements, menu elements, user interface, embedded services, functionality, design, messaging system, text, illustrations, photographs, graphic works, audio

files, video files, audio-visual files, and other materials and content available on the Platform belong to us and/or our licensors, and are the intellectual property of these persons. Any use of these materials without the written consent of the copyright holder will be illegal and prosecuted under the laws of the applicable jurisdiction. Nothing in the Terms or other documents gives anyone more rights than provided in the Terms. You are permitted to use this Platform and its Services only as expressly authorized by us.

Under these Terms, we grant to User a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the Platform and the Services as follows (the “**License**”):

- a. access the Platform and use the Services in the manner provided in the Documentation; and
- b. develop, support, implement and distribute the Services utilizing the Platform; and
- c. make transactions through the Services utilizing the API.

User shall have no right to distribute or allow access to the API to any third party.

**9.2.** In order to use the API, we will provide User with confidential API keys (the “API Key”). Services in accordance with the Documentation that may be updated or otherwise amended by us from time to time. The API Key shall be considered as the Confidential Information and shall be used for the sole purpose of accessing the API. If User fails to keep the API Key confidential the Platform or it was otherwise compromised, User shall immediately notify us and act in accordance with the instructions given. One API Key may be used only for the one certain different applications of User. While the API includes methods that allow to make certain calls to the certain Trading Facilities and the Blockchains, it shall be sole responsibility of User to have in possession all the necessary credentials (API keys, tokens, IDs or/and other credentials) to initiate and make the Transactions and compliance with applicable terms and policies imposed by the Trading Facilities and the Blockchains, including but not limited to opening of accounts and verification thereof.

We reserve the right to change or remove any of the API methods that were previously available and assumes no liability regarding thereof. We also reserve the right to temporarily suspend or otherwise limit the License in case of security measures or to protect the operational stability of the API and related software and hardware.

**9.3.** User at any time during the term of these Terms:

(a) shall use the Services in accordance with these Terms and Documentation, technical and other limitations, including Services calls volumes, that may be capped by us at its sole discretion;

(b) shall not

- (i) disclose or provide access to the third parties to the Services using the API Keys or otherwise, (ii) hold necessary licenses, approvals and/or authorizations when required by applicable laws and regulations and use the Services for any kind of illegal activities or improper purposes, including, but not limited to, in violation of applicable KYC/AML/CTF/CDD rules and regulations;
- (iii) use any technology or software such as robots, scrapers or other automate or non-automate technology designed to access, query, initiate or make the Transactions unless otherwise expressly permitted by us (collectively, the “Scraping Software”);
- (iv) copy, sell, lease, transfer, sublicense, repackage or share the Services and API Key, the API or any part thereof;
- (v) defeat, avoid, remove, deactivate or otherwise modify the Services;
- (vi) reverse engineer, decompile, disassemble or derive any kind of source code, underlying algorithms, structure, organization, selection of the Services and the Platform;
- (vii) otherwise disrupt the Services, the Platform, or other Platform’s software and hardware. In case of any restricted, suspicious or unreasonable activities using the Services, API Key or the Platform, unreasonable calls, usage of the Scraping Software or any other activities in breach of this section,

## **10. Disclaimer of Warranties**

**10.1.** You expressly acknowledge and agree that you access the Platform and use the Platform in your sole discretion and at your sole responsibility. The Platform and any part or section thereof, including, but not limited to, any interactive services and functionality available to you through the Platform, are provided on an “as is”, “with all its flaws” and “as available” conditions. To the maximum extent permitted by any applicable law, we and our affiliates expressly refuse to provide any warranties of any kind with respect to the platform, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, as well as guarantees of the absence of violations of rights. To the maximum extent permitted by any applicable law, neither the operator, nor any affiliates with it, give any guarantees or make statements regarding the accuracy or completeness of the content available on the Platform or through the Platform, or content on any other Internet resources or mobile resources related to the Platform, or links to which are posted on the Platform. We reserve the right, in our sole and exclusive discretion, to modify, add, delete any part of the Platform or to terminate access to any part of the Platform at any time.

## **11. Limitation of liability**

**11.1.** To the maximum extent permitted by any applicable law, we, our shareholders, subsidiaries, affiliates, licensors, providers of Internet services and websites, providers of content, employees, officers, executives and agents will under no circumstances be liable to by you or any other person, liability under any theory of liability (arising from a contract, civil offense, law or otherwise) for any incidental, direct, indirect, punitive, factual, subsequent general, special, punishable or other damages, including for loss of income or loss of profit, moral damage, moral damage, losses associated with loss of business reputation, data or loss of any other intangible property incurred as a result of your access to the Platform and/or your use of the Platform or your inability to access the Platform or use the Platform or any part or component of it, even if we were notified of the possibility of such losses. You accept full responsibility for any loss, cost or damage of any kind arising from your access to the Platform and/or your use of the Platform or your inability to gain access to the Platform or use the Platform.

**11.2.** We shall be exempted from liability for partial or complete failure to perform its obligations hereunder if such failure was caused by force majeure circumstances resulting from circumstances of an extraordinary nature that we could not have foreseen or prevented by reasonable measures. Such extraordinary circumstances include accidents, fires, natural disasters, mass disorders, military actions, entry into force of legislative acts, resolutions and orders of the state bodies that directly or indirectly prohibit the types of activities specified in these Terms, circumstances related to failure of settlement systems of banks and other payment agents involved in mutual settlements under these Terms.

**11.3.** Emergency circumstances also include other circumstances beyond the reasonable control of the Platform that prevent the fulfillment of obligations under these Terms.

**11.4.** If we are unable to fulfill its obligations due to force majeure circumstances, it notifies the Users of the occurrence and termination of such circumstances by any available means within 5 (five) calendar days. The absence of a notice shall deprive the User of the right to refer to such circumstances, unless such circumstances prevented the sending of such notice.

**11.5.** In case of force majeure circumstances, the term of fulfillment of obligations under this Offer is proportionally postponed for the period of the relevant circumstance. Performance of obligations is resumed immediately after the termination of force majeure circumstances.

## **12. Recovery of losses**

**12.1.** You agree to exempt us, our subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, executives, agents, representatives, licensees, authorized persons,

successors, assignees and counterparties from compensation for any losses, and also fully indemnify us or any third party for any expenses or expenses incurred as a result of any claims of any third parties, as well as any liability, payment claims, claims, grounds for claims (regardless of their form), damage, losses, court decisions, court orders, fines, costs, expenses and expenses for the services of legal representatives related to or arising from:

- any violation by you of any provisions of these Terms;
- non-compliance or violation by you of any rights of any third party, including, without limitation, other users of the Platform;
- unauthorized use of the Platform by any third party, if such
- misuse has become possible due to the fact that you have not taken reasonable measures to protect your username and password on the Platform from misuse.

**12.2.** We reserve the right to assume exclusive protection and control in relation to any cases that would otherwise fall under the provisions on compensation for losses from you to us, in which case you are obliged to cooperate with us using any available legal remedies. This provision retains full legal force regardless of your termination of use of the Platform for any reason.

### **13. Services of the Platform**

**13.1.** The Platform provide different types of Services, terms and price for the Services you will find at [www.broxus.com](http://www.broxus.com). The terms and price for the Services are set up by us at our sole discretion.

**13.2.** For example, The Platform allows Users to exchange certain types of virtual currency to another virtual currency, virtual currency to fiat currency and fiat currency to virtual currency. We may amend the list of virtual currencies and fiat currencies at any time at its sole discretion.

**13.3.** The Platform reserves the right to refuse to process, or to cancel or reverse, any transaction in our sole discretion, even after funds have been credited to or debited from User's Account.

**13.4.** At any point User may make a request for a withdrawal to withdraw funds from Account. The processing time shall not exceed 3 business days, but can be extended due to compliance or other sound reasons. Upon approval, the Platform shall deliver the applicable virtual currency to the personal digital wallet designated by you, and you acknowledge that any delivery of virtual currency may not be immediate or may be subject to delays. A withdrawal request for fiat currencies will be subject to the terms and conditions of the banks or payment institutions, and will either be credited to your bank (debit, credit, payment) card, using the details you provided,

or fulfilled by way of a transfer to the payment account you provided. All of your withdrawals will be recorded under your Account, once we execute the transaction from our side.

**13.5.** The delivery of virtual currency may also be subject to the confirmation process inside a blockchain, and as a result, deposits or withdrawals of virtual currency, as applicable, is not complete while such confirmation process is in a pending state.

**13.6.** We cannot guarantee that all bank (debit, credit, payment) cards will be accepted. The acceptability of each card depends on a variety of factors, including, but not limited to, your location, your identification information, limitations that may be imposed by your payment card company, and/or any third-party payment processors. Likewise, the Platform cannot guarantee that your bank or payment provider will accept the funds. It is your responsibility to ensure that the payment provider or bank that you wish to use will accept your funds. You also acknowledge that the availability of all payment methods, including options of both bank transfer and card payment, is not guaranteed, and we may change the options at our discretion from time to time.

**13.7.** You acknowledge that delivery of the virtual currency is separate from the payment process, and may not be immediately transferred. User also understands that certain factors, including but not limited to the outcome of the KYC and customer due diligence (CDD) process could prevent or delay the Platform from fulfilling your purchase order or delivery of the virtual currency.

**13.8.** The sale of virtual currency to us may also be subject to the confirmation process inside a blockchain, and as a result, the sale of such virtual currency to us is not complete while such confirmation process is in a pending state.

**13.9.** The User agrees to pay us certain applicable fees. The fees are available at [www.broxus.com](http://www.broxus.com). Such Fees shall be set-off automatically from the proceeds of your applicable transaction(s) on a per transaction basis and in the same form of currency as your proceeds of the applicable transaction(s). We also reserve the right to charge you for extraordinary costs which we may incur in connection with your Account, including but not limited to in connection with: a) actions required to maintain, restore or protect your Account and b) payment refusals, chargebacks or any other interference with any payment to us.

**13.10.** At any time, we have the right to impose upon you a required minimum amount of virtual currency and/or fiat currency that you need to maintain in your Account in order to use the Platform and its Services.

**13.11.** We allow Users to use the Broxus Bot, software build using the Telegram API. Using Broxus Bot User can create an invoice to be paid in any crypto, can exchange one crypto to another with 2 taps right in Broxus Bot, plus User can send crypto to another Telegram user by nickname

for free, and User creates customizable vouchers for any purposes, for example airdrops and bounty campaigns.

**13.12.** For example, the Platform allows providing hot and cold virtual currency wallet service (e-wallet) in the framework of which the Platform generates keys for Users or keeps Users' encrypted keys, which can be used for the purpose of keeping, storing and transferring virtual currencies. This service means offering custodial services of credentials necessary to access virtual currencies.

#### **14. Applicable law**

**14.1.** These Terms are governed by and construed in accordance with the laws of the Estonia without regard to its conflict-of-laws rules. Anything else that is not covered by these Terms shall also be governed by the laws of the Estonia.

#### **15. Links to other websites**

**15.1.** The Platform may contain links to third-party websites or services that are not owned or controlled by us.

**15.2.** We do not control and are not responsible for the content, privacy policy or practice of any third-party websites or services. You also acknowledge and agree that we are not liable, directly or indirectly, for any damage or loss caused or suspected to be caused by or in connection with the use or dependence on any such content, goods or services available on or through any such websites or services.

#### **16. Changes**

**16.1.** We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If the review is material, we will try to provide a notice at least 5 calendar days before the entry into force of the new conditions. What constitutes a significant change will be determined at our discretion. You must independently verify these Terms before using the Platform to make sure that you are aware of the current version of the Terms.

#### **17. Contact us**

**17.1.** For all purposes of these Terms, any notice, claim, complaint or request (hereinafter - the letter) is required to be sent to us in writing or in an electronic form by an authorized User's email or Platform's chat.

**17.2.** Finstream considers such letter and sends its response to the User no later than in 15 business days after receipt of the letter.

**17.3.** The official Finstream's email is [dpo@broxus.com](mailto:dpo@broxus.com).

**17.4.** Business hours of the Company are 9:00 - 17:00 EET (Monday to Friday. Closed on weekends and public holidays in Estonia).

## **18. Settlement of disputes**

**18.1.** If a dispute arises between the User and Finstream, the User is strongly encouraged to first contact us directly to seek a resolution.

**18.2.** In case of failure to settle any dispute through negotiations, any disputes which may arise out of or in connection with these Terms, or use of the Services, shall be settled by the Court of Arbitration of the Estonian Chamber of Commerce and Industry, hereinafter – Arbitration Court. If the amount of the claim exceeds the 300 000 EUR, a dispute shall be preceded by three arbitrators. In the other case, the dispute shall be preceded by one arbitrator in accordance with the procedures of the Arbitration court. The language for court proceedings in the Arbitration Court is English. The dispute shall be settled in accordance with the Applicable law.