

GDPR COMPLIANT

Finstream OU

TERMS OF SERVICE AGREEMENT

Please read this Terms of Service Agreement carefully, it contains important information about your rights and obligations.

1. Terms and Definitions

- **Web Site or Site** means a web site at <https://broxus.com> which belongs to Finstream OU as well as all its sections and parts, including cookies, links etc.;
- **We (or Us, where applicable)** means the owner of the Web Site and its administrator - Finstream OU registered under the laws of Estonia under reg. # 14770997 having its registered address at Harju maakond, Tallinn, Lasnamäe linnaosa, Katusepapi tn 4/2, 11412, Estonia;
- **Services** mean any and all services, tools, apps and software which you can access and use visiting or as a result of visiting the Web Site;
- **Products** mean the following services that you can use on the Web Site, without limitations including:
 - Broxus Radiance;
 - Broxus Shuttle;
 - Broxus Nova;
 - Ton Crystal Wallet;
 - And other that may appear on the Site or be added to the Section "Blockchain integration" from time to time;
- **Fees** mean any and all fees, payments and costs that you can pay for the Products and Services on the Web Site shown in Section "Pricing" on the Site, which may be amended from time to time according to the present Terms of Service.
- **Material** means any material published on the Web Site including, without limitation, all text, images and graphics of any nature whatsoever, regardless of whether the copyright and/or database right or any other intellectual property rights in the material vest in us, our licensors or third parties.
- **Account** means personal page on the Site which you can get access to after you complete the procedure of registration and/or KYC procedure prescribed for the Product you register an account for. For example, you might be required to register your login (username/e-mail) and password on the Site (Subscription), or you may need to complete Subscription and then go through KYC and EDD Procedure etc. You can find more details of our registration procedures for each Product, KYC (or EDD) requirements in AML Policy also posted in Legal section of our Website. An account usually contains your personal information, history of used and purchased Products, preferences, and customizations. We comply with all legal requirements with respect to personal data and its processing or storage. Please see our Privacy Policy for more information.

2. General Provisions

These Terms of Service Agreement apply to your use of the Web Site which belongs to Us.

By accessing the Web Site You agree to be bound by these Terms of Service Agreement, which may be modified and posted on the Web Site from time to time without any prior notice, all applicable laws and regulations, and agree that You are responsible for compliance with any applicable local laws currently in force.

If You do not agree with any of these Terms, You are prohibited from using or accessing this Site. The materials contained in this Web Site are protected by applicable copyright and trademark law according to the present Terms of Service Agreement.

These Terms of Service Agreement, as well as Privacy Policy, AML, Cookie Policy, Products Licensing Policy, EDD Procedure and other documents posted on the Web Site in its "Legal" section, form a legally binding agreement between You and Us ("the Agreement"). Please, read them carefully. Continuing to use the Web Site or any Product you agree to be fully bound by all of these documents.

We agree to provide the Products in consideration of the payment of the Fees as set out on the Web Site "Pricing" Section. The Fees may be added or amended from time to time without any obligation to make prior notice to any user including You. It is your responsibility to check the Site regularly and monitor current pricing policy and Fee schedule.

As a rule, we must receive payment in full before you will be able to access the Services and start using Products (unless otherwise agreed with You in advance on an individual basis). Nevertheless, for some of our Products we provide for a free trial period. For example, there is a free trial month period for Shuttle and two weeks free trial for Stardust. Please, find more details in our Products Licensing Policy.

To pay the Fees for using our Products you shall have to first purchase internal currency (named Credits) on the Web Site, which then will be credited from your personal account according to the quantity of addresses to API or other services of the Web Site based on rates stated in Section Pricing of the Website. In some cases we can also use a monthly basis for calculating the Fees which shall be agreed with you separately on an individual basis. In the event that You do not pay the Fees we reserve the right to suspend Your access to the Services at Our discretion.

You must be at least 18 years old to use the Services (or older if the age of majority is older in your country).

3. Subscription

We will allow You access on the basis that:

- Your username and password are personal to you and may not be used by anyone else. You undertake to us that you will keep your password secret and will inform us in the event that you become aware that it is no longer confidential, is being used by an unauthorised person or in breach of this Agreement.
- You will not do anything which would assist anyone who is not a registered user to gain access to any part of the Web Site. If, for any reason, we believe that you have not complied with any of these terms and conditions, we may, at our discretion, cancel your access to the Web Site immediately and without giving you any advance notice and terminate the Agreement.

4. Use

Generally speaking there are two main types of Licenses on the Site that you can acquire:

4.1. Limited license for using all materials and Services of the Site except for the Products which is granted usually without extra fee and for any period you wish to use the Site:

a. Permission is granted to temporarily download one copy of the materials (information or software) on the Site for personal, non-commercial transitory viewing only. This is the grant of a limited license, not a transfer of title, and under this

license you, unless otherwise is agreed separately with you on an individual basis, may not:

- i. modify or copy the materials;
- ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- iii. attempt to decompile or reverse engineer any software contained on the Site;
- iv. remove any copyright or other proprietary notations from the materials; or
- v. transfer the materials to another person or "mirror" the materials on any other server.

b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Us at any time. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4.2. License for using the Products (Software provided in Section "Products" of the Site):

- a. Usually is granted in consideration for the Fees to be paid in advance according to Fee Schedule and this Terms of Service Agreement;
- b. Usually is granted for a specific period only (stated in our Products Licensing Policy for a specific Product) and for only one user at a time. As a rule, You may use any specific Product on one device you registered when purchasing the Product;
- c. When using any Product You shall comply with all restrictions specified in par. 4.1. above as well;
- d. Can be used according to special purposes and in a way specified in a Products Licensing Policy which is an integral part hereof;
- e. This license shall also automatically terminate if you violate any of these restrictions. We shall send you a written notification on termination to the e-mail address you specified when registering on the Site. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format. In case we terminate your Account for breach of this Terms of service no advance payment shall be returned.

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your Account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

If you no longer wish to have a registered account on our Site, you may terminate an account by sending an e-mail to hello@broxus.com

If you no longer accept these Terms of Service Agreement or any future modifications to these Terms of Service Agreement you must cease using the Site immediately. Continued use of the Site indicates your continued acceptance of this Terms of Service Agreement.

If, for any reason, we believe that you have not complied with these Terms of Service Agreement, we may, at our sole discretion, cancel your access to the registration areas of the Site immediately and without prior notice. We may terminate your registration Account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.

5. Use of Materials appearing on the Web Site

You may download and print extracts from the material and make copies of these for your own personal use only. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner so as to create a database in

electronic or paper form comprising all or part of the Materials appearing on the Web Site.

You must not reproduce any part of the Web Site or the material or transmit it to or store it in any other Web Site or disseminate any part of the material in any other form, unless we have indicated that you may do so.

We may be prepared to allow you to distribute or reproduce other parts of www.broxus.com or the material, in certain other circumstances. Please, email hello@broxus.com if you wish for permission to do so.

6. Disclaimer

a. The materials on the Web Site are provided on an 'as is' basis. We make no warranties, expressed or implied, and hereby disclaim and negate all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

b. Further, We do not warrant or make any representations concerning the accuracy, likely results or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

7. Limitations

In no event shall we or our suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Site, even if we or our authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

WE DO NOT GIVE ANY WARRANTY AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE INFORMATION AND MATERIAL PUBLISHED ON THE WEB SITE AND EXPRESSLY DISCLAIM (TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW) ALL LIABILITY FOR ANY DAMAGE OR LOSS RESULTING FROM YOUR USE OF OR RELIANCE ON THE INFORMATION AND MATERIAL PUBLISHED ON THE WEB SITE.

We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our Web Site or its contents, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause whether on the part of us or our servants, agents or other person.

If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Service and Products in any year, in the year of claim.

We accept liability for death or personal injury caused by negligence or responsibility for fraudulent misrepresentation that cannot, under applicable law, be excluded.

We give no warranties of any kind concerning the Web Site or the material to the fullest extent permissible by law. In particular, we do not warrant that the Web Site or any of its content is virus free. You must take your precautions in this respect as we accept no responsibility for any infection by virus or other communication or by anything that has destructive properties.

We will do our best to ensure that all materials and information published on our Web Site are accurate, but please note that all materials and information on our Web Site are provided on an "as is" basis.

The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by the applicable law.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Web Site.

8. Accuracy of materials

The materials appearing on the Web Site could include technical, typographical, or photographic errors. We do not warrant that any of the materials on our Website are accurate, complete or current. We may make changes to the materials contained on our Web Site at any time without notice. However we do not make any commitment to update the materials.

9. Availability of Web Site

We will try to make the Web Site available but cannot guarantee that the Web Site will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our Web Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, web site, router or any other internet connected device.

10. Links

We have not reviewed all of the sites linked to our Site and are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by us of the site. Use of any such linked website is at your own risk. You may be able to access other sites via links from the Web Site. These sites are not under our control and we are not responsible in any way for any of their contents. We make no representations whatsoever about any other web sites that you may access through the Web Site or which may link to our Web Site. Any concerns regarding any external link should be directed to its web site administrator or web master.

11. Third party material on the Web Site

You may see advertising material submitted by third parties on the Web Site. Individual advertisers are solely responsible for the content of advertising material that they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein. If you would like to advertise on the Web Site, please send an email to hello@broxus.com.

12. Modifications

We may revise these Terms of Service Agreement for the Site at any time without notice. By using Web Site you agree to be bound by the then current version of these Terms of Service Agreement.

13. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Estonia and You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

14. Client Due Diligence & Anti-Money Laundering procedures

14.1. In order to use our services, You need to pass a mandatory due diligence process, also known as Know Your Client (hereinafter "KYC"). In order to comply with relevant Anti-Money Laundering (hereinafter "AML") and Countering Financing of Terrorism (hereinafter "CFT") regulatory requirements, we may require additional information, documents and personal data in order to verify your identity, nature of business and assess prospect business risk.

14.2. We may use external third-party service providers to conduct KYC and AML-CFT checks in order to fulfil our legal obligations and process your data. You shall not hold us liable for any losses or damages which may arise for any data loss, misconduct or any other action or inaction which is carried out by the third party services providers.

14.3. Each client must carry out the KYC process at least once. The list of information, business-related data and/or documents which are requested by us in order to fulfil the KYC process may be amended depending on any new regulatory requirements applicable to us. We reserve the right to request clients for additional information, data or documents.

14.4. You must provide us with all documents and information and business data promptly and accurately. You accept that delays from your side to provide documents and/or information may delay the approval of your Account registration.

14.5. Providing false, forged, modified or incomplete documents with the intent to deceive and/or conceal information will be considered fraud and treated as such.

15. Use of data

15.1. We do not request any information that is unnecessary for the use of our Services or to comply with our obligations under applicable law.

15.2. You understand that by using our Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy.

15.3. You acknowledge that we may process personal data in relation to you and personal data that you have provided or in the future provided to us in relation to your entity, employees or other associates, in connection with these Terms or our Service Agreement.

15.4. Accordingly, you represent and warrant that:

- a) Your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and data is accurate, up to date and relevant when disclosed;
- b) You have read and understood our Privacy Policy which may be amended from time to time and forms part of these Terms.

15.5. In order to use the Services, you must register for an account. When you open an account, we may ask you for contact information such as name, phone number, email address. We may require information on your business and also obtain information from you to help verify your identity and assess risk. We may engage third parties in order to assist in different aspects of the provision of our Services to you. We may need to review your eligibility to use the Services according to their own verification procedures.

16. Applicability of on-line materials

We have used our best endeavours to ensure that our Web Site complies with the Estonian law. However, we make no representations that the materials on our Web Site are appropriate or available for use in locations outside Estonia.

We make no warranties, expressed or implied, that making Products or Services available in any jurisdiction outside Estonia is permitted under any applicable non-Estonian laws or regulations. Accordingly, if making the Products or Services or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products or Services are not offered for sale to you. You accept that if you are resident outside Estonia, you must satisfy yourself that you are lawfully able to purchase the Services and Products.

17. Payment methods

Details of the Fees for the Services and the Products and the procedures for payment and delivery for the Services are displayed on our Web Site.

Any terms or dates stated on our Web Site with respect to granting access or start of use of the Products are estimates only. We will make all reasonable effort to grant

You access or let you start using the Products within the time specified, but we do not accept liability for any failure to grant access or start using within that time.

The Fee for using any Product is in force at the date and time of your subscription or purchase of the Product. We may change the Fees at any time without prior notice. We try to ensure that our Fees displayed on our Web site are accurate.

You undertake that all details you provide to us for the purpose of purchasing the Products or Services which may be offered by us on our Web Site will be correct, that the credit or debit card, or other method of payment, which you use, is your own and that there are sufficient funds or credit facilities to cover the cost of the Fees. We reserve the right to obtain validation of your credit or debit card details or by other means if you use an alternative method of payment before providing you with any Products or Services.

18. Force Majeure

You acknowledge that your use of, or access to, the Web Site may be subject to interruption or delay. We do not give you any warranty that the Web Site or the Services offered through it will be error free, without interruption or delay, or free from defects in design or engineering.

19. Invalidity

If any part of the Terms of Service Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction (including any provision in which we exclude our liability to you) all other provisions will remain in full force and effect and will not in any way be impaired and the parties will agree to the replacement provision which is as close as legally permissible to the provision found invalid, or unenforceable.

20. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under this Terms of Service Agreement to enforce any term of this agreement.

21. Governing law and Jurisdiction

The Agreement between us shall be governed by and interpreted in accordance with the Estonian law notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of Estonia shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the present Terms of Service Agreement and for those purposes irrevocably submit all disputes to the jurisdiction of the Estonian courts.

We make no warranty or guarantee that the Web Site or information available over it complies with laws other than those of Estonia.

22. Entire agreement

This Terms of Service Agreement is an agreement, together with other documents currently in force which are published on Web Site and are an integral part hereof, which sets out the whole of our agreement relating to the supply of the Services and the Products to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any Services or Products offered for sale by us.

The Terms of Service Agreement supersede all prior agreements, negotiations and discussions between the parties relating to the subject matter of these Terms of Service Agreement and you acknowledge that you have not entered into these Terms of Service Agreement in reliance on any statement or representation except in so far as the representation has been incorporated into these Terms of Service. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

23. No advice

The information on the Web Site is not intended to address your particular requirements. No tax, legal or investment advice of any kind (including advice and opinions with respect to the nature, potential value or suitability of any particular securities transactions, financial products or investment strategy) is being provided by Us to You as a user. Any investment decisions made by the user will be based solely on their own evaluation of their financial circumstances and investment objectives and not on the basis of any investment information given in the Web Site.

24. Replacement

These Terms of Service Agreement replace all other terms and conditions previously applicable to the use of our Web Site.

25. Misc

Any formal legal notices should be sent to us addressed to the Managing Director at the address shown below.

We may assign, novate or subcontract any or all of our rights and obligations under these Terms of Service Agreement at any time. You may not assign or transfer your rights under these Terms of Service Agreement.

Failure by us to enforce a right does not result in a waiver of such right.

We may amend the Terms of Service Agreement at any time by posting a variation on the Web Site.

We reserve the right to bar users from the Web Site, on a permanent or temporary basis at our discretion. Any such user shall be notified and must not then attempt to use the Web Site under any other name or through any other user.

Finstream OU is a company registered in Estonia, registered office at Harju maakond, Tallinn, Lasnamäe linnaosa, Katusepapi tn 4/2, 11412, Estonia.