

USER AGREEMENT

Table of contents

1.	SCOPE AND INTERPRETATION OF THE USER AGREEMENT	1
2.	REGISTRATION ON THE PLATFORM	2
	THE USER ACCOUNT	2
	ENTRY INTO THE USER AGREEMENT	3
	REQUIREMENTS FOR DOCUMENTS AND DATA, PROVIDED BY THE USER	4
	FOLLOWING THE KNOW YOUR CUSTOMER PRINCIPLES	5
3.	COMMUNICATION WITH THE USER AND INFORMATION ABOUT THE SERVICES	6
4.	MAKING TRANSACTIONS	7
	PAYMENTS FOR THE SERVICES	8
5.	RESTRICTIONS FOR USING THE SERVICES	9
6.	RIGHTS AND OBLIGATIONS OF THE USER AND THE SERVICE PROVIDER	11
7.	RESPONSIBILITY	13
8.	INTELLECTUAL PROPERTY.....	14
9.	PROCESSING OF THE USER'S DATA.....	15
10.	AMENDMENT OF THE USER AGREEMENT.....	16
11.	DURATION AND EXPIRY OF THE USER AGREEMENT	16
12.	DISPUTES RESOLUTION	17

While registering as a User of the platform “2local” (hereinafter – the Platform) you confirm that you have examined the terms and conditions of this User Agreement (hereinafter – the User Agreement), agree to the terms and conditions and undertake to follow them. The definition “the User” refers to a natural person or a legal person registered as a user of the Platform. By accepting this User Agreement User confirms that he/she carefully read the User Agreement and agrees that terms and conditions of the User Agreement are binding to the User.

1. Scope and interpretation of the User Agreement

- 1.1. The User Agreement applies to all legal relationships between the User and the Platform owner.
- 1.2. The Platform owner (hereinafter – the Service Provider) has the following details:
 - 1.2.1. name of the Company: 2local OÜ;
 - 1.2.2. registration country: Estonia;
 - 1.2.3. registration number: 16175753;
 - 1.2.4. Address: Harju maakond, Tallinn, Väike-Paala tn 2, 11414;
 - 1.2.5. e-mail address: info@2local.io;
 - 1.2.6. the Platform's website: <https://2local.io>.
- 1.3. By the services (hereinafter – the Services) is meant a proposal an environment for the User and considering this, providing ability to:

- 1.3.1. use **virtual currency wallet service**, which means a service in the framework of which keys are generated for customers or customers' encrypted keys are kept, which can be used for the purpose of keeping, storing and transferring virtual currencies
- 1.3.2. use **virtual currency exchange service**, which means a service with the help of which a person exchanges a virtual currency against a fiat currency or a fiat currency against a virtual currency or a virtual currency against another virtual currency
- 1.3.3. use other services provided on the Platform.
- 1.4. By the virtual currency is meant a value represented in the digital form, which is digitally transferable, preservable or tradable and which natural persons or legal persons accept as a payment instrument, but that is not the legal tender of any country or funds for the purposes of Article 4(25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, pp 35–127) or a payment transaction for the purposes of points (k) and (l) of Article 3 of the same Directive.
- 1.5. In addition to the User Agreement, relations between the User and the Service Provider are governed by the valid legislation of the Republic of Estonia, the Service Provider's Privacy Policy, the Service Provider's price list (hereinafter – the Price List) for the use of respective service, detailed terms and conditions of the service, if User informed about them, instructive texts and established good practices. Third parties terms and conditions may be applicable to the User, if the User uses services provided by third parties (e. g. Simplex).
- 1.6. If any of the User Agreement's provisions in conflict with the provisions of the law and thus invalid does not generally affect the validity of other provisions of the User Agreement.
- 1.7. All information exchange and communication between User and Service Provider exceeds in English unless another language is in use by agreement between User and Service Provider.

2. Registration on the Platform

The User account

- 2.1. In order to use some of the Services provided on the Platform the User is required to register a user account in his name (hereinafter – the User Account).
- 2.2. Upon registering the User Account, a person enters their contact information and other data required by the Service Provider into the respective environment and selects a unique username, e-mail and password.
- 2.3. The Service Provider shall have the right to limit the rights of certain groups of users in terms of specific usage rights, including limiting access and/or usage rights with respect to certain parts of the Platform.
- 2.4. In order to enter the Platform, the User is required to enter their e-mail and password. Payment service providers (e. g. Simplex) and other Service Provider's partners

(including virtual currency exchange service providers, payment services providers etc.) may set additional requirements for using third party services provided on the Platform.

- 2.5. The person to whose name the User Account has been registered (User) shall be responsible for the rights and obligations related to the User Account. Among other things, the User shall be a party to the transactions made via the User Account.
- 2.6. The User Account shall reflect:
 - 2.6.1. the User's personal data

Entry into the User Agreement

- 2.7. To ensure reliable operation of the financial sector and the transparency of the business environment, the Service provider limits the circle of persons with whom it enters into the User Agreement.
- 2.8. The Service Provider shall have the right to decide with whom to enter or not to enter into the User Agreement (freedom of contract). The Service Provider shall conclude the User Agreement, if entity which intends to become the User meets the Conditions of the Service Provider and submits the Service Provider the data and documents requested by the Service Provider. Before the Service Provider refuses to enter into the User Agreement, it shall thoroughly consider all the circumstances.
- 2.9. The Service Provider shall only refuse to conclude the User Agreement with good reason, which first and foremost constitutes an Agreement where entity which intends to become the User or a connected entity:
 - 2.9.1. has intentionally or due to severe negligence submitted the Service Provider incorrect/insufficient data or documents or refuses to submit requested by the Service Provider data or documents;
 - 2.9.2. does not submit sufficient data or documents requested by the Service Provider for entity's, it's representative, actual beneficiary or for a partner's identification or data or documents don't meet the requirements of the Service Provider;
 - 2.9.3. has debt to the Service Provider or other credit institutions;
 - 2.9.4. has caused direct or indirect damage to the Service Provider or a threat of actual damage or has caused damage to the reputation of the Service Provider;
 - 2.9.5. does not submit sufficient data or documents related to the entity or to the partners, requested by the Service Provider for the certification of the legality of their funds or there are any other grounds for suspecting them of money laundering (incl. using a front person) or terrorist financing;
 - 2.9.6. is personally or its partners are connected, or has been connected, to organised crime, money laundering, terrorist financing or evasion of taxes, also to international sanctions or other national transaction limits (e.g. sanctions of the European Union or the USA) according to the information of acknowledged and reliable sources (e.g. state bodies, international organisations, international or national databases, correspondent banks, and mass media);
 - 2.9.7. is personally or its partners are connected, or has been connected, to the traditional income sources of organised crime, incl. illicit traffic of excise goods or narcotic

- substances, illegal trafficking of arms or persons, mediation of prostitution, unlicensed international transmission of money;
- 2.9.8. comes from a country that has insufficient levels for preventing corruption / money laundering / terrorism financing;
- 2.9.9. is, in the opinion of the Service Provider, personally or its Connected person engaged in the field of activity with a high level of risk of money laundering and terrorist financing (incl. but not limited to providers of services of alternative payment instruments, intermediaries of such payment instruments, internet casinos) or they operate without the required registration or authorisation;
- 2.9.10. is according to the Service Provider's estimates related to the territory, area of activity, transaction or person subject to Sanctions or other national transaction limits (e.g. sanctions of the European Union or the USA);
- 2.9.11. has, according to a decision made by a competent authority or body (e.g. a precept by an agency, a court order) or judging by another event or fact, through its acts or omissions undermined the reputation of persons working in the same area of activity (incl. the Service Provider), or, according to a reasoned opinion of the Service Provider, does not behave in a responsible manner and does not follow the requirement of due diligence and the customs expected of companies working in this area of activity.
- 2.10. Connected person in the meaning of the User Agreement is legal person's representative or actual beneficiary also a legal person over 10% of whose shares or votes belong to the person intending to conclude the User Agreement or where the person is a member of the supervisory or any other management body or the procurator of such body.
- 2.11. The Service Provider also refuses to enter into the User Agreement with other good reason, especially if the conclusion of the User Agreement is impeded by a legal hindrance such as restricted active legal capacity and contradictions or absence of the right of representation, and the Service Provider has not been provided the necessary data and documents in order to meet its Know Your Customer principles.

Requirements for documents and data, provided by the User

- 2.12. The User or their representative shall submit the data and documents requested by the Service Provider for identification of the User.
- 2.13. A natural person shall be identified on the basis of personal identification documents that are in accordance with legislation and accepted by the Service Provider.
- 2.14. A legal person shall be identified on the basis of a valid extract of the register and/or the documents accepted by the Service Provider.
- 2.15. The User or their representative may be identified through a means of communication accepted by the Service Provider or via a means of digital identification.
- 2.16. The User shall present to the Service Provider the original documents or their copies if they are notarised or equally certified.
- 2.17. The Service Provider shall assume that the document presented by the User is authentic, valid and correct.

- 2.18. The Service Provider may require that documents issued abroad be legalized or certified with an apostille, unless prescribed otherwise in a treaty between the Republic of Estonia and relevant country.
- 2.19. If documents are in a foreign language, the Service Provider may require that the documents be translated into the language understandable to the Service Provider. The Service Provider may require that the translation must be notarized or certified by a sworn translator
 - 2.19.1. The User shall bear the costs concerning the formalization, translation, certification of the documents and other related costs and they don't subject to reimbursement by the Service Provider.
- 2.20. The Service Provider may make a copy of the document submitted by the User or retain the original document, if possible.
- 2.21. If the submitted document does not meet the requirements of the Service Provider or the Service Provider has doubts concerning its correctness, the Service Provider shall have the right not to execute the User's order or require the submission of additional documents.

Following the Know Your Customer principles

- 2.22. The Service Provider shall apply both Estonian and international measures for the prevention of money laundering, terrorist financing, and tax evasion, as well as the measures of the application of Sanctions. Therefore, the Service Provider must have an overview of the User, the persons considered as Connected persons, and also the User's activities (incl. economic activities) and the origin of the assets of the User (Know Your Customer principle).
- 2.23. Based on the abovementioned considerations, the Service Provider shall have the right and obligation to:
 - 2.23.1. check the identification information of the User or the representative of the User on a regular basis and receive additional documents and data (incl. citizenship, tax residence, place of residence, owners of the legal person, actual beneficiaries, founders and members of the management board) from the User;
 - 2.23.2. regularly ask for documents and data regarding the activities of the User, incl. data regarding the Connected persons, turnover, international payments, the proportion of cash transactions and non-cash transactions of the User, as well as data regarding the purpose and essence of transactions and the legal origin of the assets or of the assets used in transactions;
 - 2.23.3. ask the documents constituting the basis for the transactions from the User (e.g. sales, lease and supply agreements, documents related to the goods etc.), and also data or documents regarding the counterparty, actual beneficiary of the transaction or any other person involved in or related to the transaction;
 - 2.23.4. monitor how the User uses the Services;
 - 2.23.5. establish temporary or permanent restrictions on the use of the Services.

- 2.24. The Service Provider shall have the right not to execute the User's order if the User does not submit data or documents specified in clauses 2.23.1– 2.23.3 of the User Agreement to the Service Provider.
- 2.25. While applying the measures for the prevention of money laundering and terrorist financing the Service Provider shall use risk-based methods and select the suitable and appropriate extent of the measures, proceeding from the nature of the transactions, as well as the assessment regarding the amount of risk that the User or any other person related to the transaction is engaged or may commence money laundering or terrorist financing.

3. Communication with the User and information about the Services

- 3.1. The Service Provider shall forward information to the User through its place of business, its website, through the Platform or by any other agreed manner. The Service Provider shall send personal notices to the User by a means of communication (e.g., by post, e-mail, telephone, mobile phone including text messages) or through an electronic channel of the Service Provider (e.g., notifications on the Platform)
- 3.2. Upon submitting to the Service Provider the User's contact details (e.g. postal or e-mail address, number of a means of communication) the User agrees to receive any information from the Service Provider via abovementioned contact including details about the amendment of the Conditions which regulate relations with the User and User's private data.
- 3.3. Communication between the User and the Service Provider, the Service Provider's explanations regarding the Conditions, and/or news, articles, information letters, etc. forwarded by the Service Provider shall not constitute investment consultations, or advice, an offer or recommendation to conduct a transaction.
- 3.4. Personal notices sent to the User by the Service Provider shall be considered as received by the User when the period usually necessary for sending a notice through the corresponding means of communication has passed as of sending the notice to the User's contact details. A personal notice sent through an electronic channel shall be considered as received on the day it was sent. A notice given by e-mail or SMS shall be considered as received on the day it was sent.
- 3.5. The User receives information about the Services from the Service Conditions, the Service Provider's employee or the Platform website.
- 3.6. The User shall forward information to the Service Provider on paper, electronically (e.g. through the Platform functional, by e-mail) or in another agreed manner.
- 3.7. If the User has not received a notice from the Service Provider, the receipt of which they could anticipate, the User shall notify the Service Provider immediately if the deadline during which one could expect receipt of the notification has passed.
- 3.8. The User shall immediately verify the correctness of the information included in the notice received from the Service Provider and lodge his or her objections to the Service Provider immediately after receipt of the notice.
- 3.9. The User shall immediately notify the Service Provider of any and all data and circumstances that have changed compared to the data submitted to the Service

Provider earlier (e.g. changes in personal or contact details, residence, or the right of representation; or reorganization proceedings; or proceedings for release from debts), as well as of any and all circumstances that may affect the performance of the User's obligations before the Service Provider (e.g. merger, division, bankruptcy, execution or liquidation proceedings). The User shall provide a document certifying the amendment upon the Service Provider's demand

- 3.10. The User shall immediately notify the Service Provider of the loss, theft of their personal identification document or another means of identification or security element or loss of possession thereof against their will in any other manner (e.g. loss of login, password or any other methods of authentication)
- 3.11. The Service Provider shall assume the correctness of the User's data at the Service Provider's disposal, even if the User has failed to fulfil the information submission obligation.

4. Making transactions

- 4.1. The User shall certify their right to use the Service in a manner acceptable to the Service Provider.
- 4.2. The Service Provider shall refuse to provide the Service if there is a doubt that the person wishing to use the Service is entitled thereto. In such an event, the Service Provider shall not bear any liability for the damage caused by refusal to provide the Service.
- 4.3. The User can only give the Service Provider such orders that are allowed for by the conditions of the Services provided. The orders shall be unambiguous and executable. The Service Provider shall not bear any liability for forwarding errors, ambiguities or mistakes in the orders. In the case of ambiguities the Service Provider shall have the right to demand additional information or documents from the User and, until the receipt thereof and information contained therein is checked, to postpone the execution of the order.
- 4.4. The User or their representative shall give the order by hand, electronically signed/ confirmed or through another means of identification or security element accepted by the Service Provider.
- 4.5. The Service Provider may demand signature of the document in the Service Provider's office or, if it proves impossible, notarization of the signature.
- 4.6. The User shall ensure a sufficient amount of money to the Service Provider for the execution of the order given to the Service Provider. In the event that there is not a sufficient amount on the Service Provider disposal and unless agreed otherwise the Service Provider have a right to not perform the execution of orders.
- 4.7. An order that the Service Provider has taken to execute shall not be cancelled, amended and/or changed unless otherwise stated in the Service Conditions.
- 4.8. If the Service Provider has doubts regarding the legality of the order, it may demand additional confirmation at the expense of the User in the form and/or the manner accepted by the Service Provider prior to the execution of the order.

- 4.9. Upon the execution of an incorrect or insufficient order, the Service Provider may execute the order proceeding from the practice and principles of sound management or refuse to execute the order. The Service Provider shall not bear liability for the execution or non-execution of the order in the aforementioned case.
- 4.10. The Service Provider may refuse to execute or apply restrictions to the order if this is necessary due to the requirements (e.g., measures for combatting money laundering and the financing of terrorism) set by the correspondent bank, the agency of the country, or if the payment is directly or indirectly connected with a person sanctioned or restricted by a foreign country or the transaction is contrary to the restriction imposed by the Sanctions.
- 4.11. The Service Provider may refuse to execute the order if the User is intoxicated by alcohol or drugs or the Service Provider has doubts for any other reason that the User is not able to understand the meaning and consequences of their actions.
- 4.12. The Service Provider shall execute the User's orders within the reasonable period.
- 4.13. The Service Provider shall not bear any liability for the deadlines or rules established by the User or a Third Person or the damage caused by the User or the Third Person.
- 4.14. The Service Provider may partially or fully transfer the performance of its obligation to Third Persons provided that it arises from the essence of the obligation or is more expedient for the purpose of performance of the obligation in consideration of the User's interests.
- 4.15. For the purposes of ensuring security, the Service Provider may give orders to the User (e.g. to change the account's password or another security feature) and the User shall comply with the orders immediately. The User shall be liable for all damage resulting from the noncompliance of such orders.

Payments for the Services

- 4.16. The User shall pay the Service Provider a fee for the rendered Service established in the Price List.
- 4.17. In addition to the costs specified in Price list the User shall cover the Service Provider's which arise from the operations performed in the interest of the User (e.g. communication or postal costs, notary fees, etc) and the costs related to the User Agreement performance (e.g. legal expenses etc.).
- 4.18. The User shall pay for the Services not specified in the Price List according to the actual costs of the Service Provider. The Service Provider shall issue an invoice at the request of the User.
- 4.19. If the User fails to perform their obligation before the Service Provider, the User shall pay the Service Provider the default interest and/or the penalty established in the Price List. The Service Provider shall start calculating the default interest as of the date of creation of the arrears and terminate the calculation of the default interest as of the date of settlement of the arrears.
- 4.20. The User shall keep a sufficient amount of money on Service Provider's disposal so that the Service Provider can debit all service fees and other sums and arrears payable

- 4.21. The Service Provider shall debit the User's assets which are at the Service Provider disposal with the service fees and other sums and arrears payable. This also applies after the sums have become collectible, including in the case that the User has submitted other orders with respect to these sums before their actual withholding by the Service Provider.
- 4.22. The Service Provider shall withhold the service fees and other sums payable in euros or in the other currency (including virtual currency) in which the User keeps their assets at the Service Provider disposal.
- 4.23. If the User does not keep the amount at the Service Provider disposal which is sufficient for the deduction of all the service fees and other sums and arrears payable, the Service Provider shall establish the order of performance of the obligations.
- 4.24. The User shall receive information about the deduction of the service fees and other paid sums and arrears stipulated in the Price List in the User Account.

5. Restrictions for using the Services

- 5.1. Freezing is an action as a result of which the User's right to make all transactions or some operations on the Platform, has been suspended.
- 5.2. The Service Provider shall freeze the right to manage assets or to use the Service, if:
 - 5.2.1. the amount delivered by the User to the Service Provider is not sufficient to settle the Service Provider's claims against the User;
 - 5.2.2. The Service Provider suspects the User of connection to the money laundering, terrorist financing or other crime (e.g. fraud);
 - 5.2.3. The Service Provider suspects that corresponding transaction, the User or connected person is related to the territory, area of activity, the Service or person subject to Sanctions or other national transaction limits (e.g. sanctions of the European Union or the USA);
 - 5.2.4. a company mediating the Service (e.g. international card organisation or other settlement system operator, correspondent bank) has established restrictions on the corresponding country, territory, currency, area of activity, Service, person or transaction (e.g. restrictions on international payments that are related to gambling or a territory linked to Sanctions);
 - 5.2.5. the Service Provider has been presented with controversial information about the persons having the right of representation or documents regarding the authenticity of which the Service Provider has doubts;
 - 5.2.6. The User did not submit to the Service Provider documents and all the data which in the meaning of the Service Provider required to establish that submitted to the Service Provider information is correct (e.g., information about the User, about actual beneficiary of the User who is legal person or information about origin of User's assets);
 - 5.2.7. upon the estimation of the Service Provider, freezing is necessary in order to prevent damage to the Service Provider or a Third Person;
 - 5.2.8. User's assets have been attached or there is another ground for the freezing related to the decision of the state body.

- 5.3. The Service Provider shall cancel the freezing as soon as the reason for freezing has been eliminated.
- 5.4. The Service Provider shall not bear liability for the damage arising from freezing.
- 5.5. The Service Provider shall only attach the assets of the User at the request of a Third Person in the cases and pursuant to the procedure prescribed by law (e.g., on the initiative of a tax authority or a bailiff).
- 5.6. The Service Provider shall release the User's assets from the attachment on the basis of a resolution of the body that issued the attachment decision, regulation or precept or on the basis of the enforced judicial decision.
- 5.7. The Service Provider may carry out planned maintenance and development work of the information system. If possible, the Service Provider shall carry out the planned maintenance and development work at night.
- 5.8. Upon the occurrence of extraordinary circumstances, the Service Provider shall carry out extraordinary maintenance or development work at the time chosen by the same in order to prevent greater damage.
- 5.9. During the maintenance or development work the performance of the Service Provider's contractual obligations before the User arising from the User Agreement shall be suspended and the Service Provider shall not compensate the User for the potential damage resulting from the failure to perform the obligations under the User Agreement due to the abovementioned grounds.
- 5.10. The Service Provider may immediately unilaterally cancel the User Agreement for a good reason (extraordinary cancellation). The good reason should be considered as follows:
 - 5.10.1. The User or a legal person connected to them has violated an obligation, the precise following of which is a prerequisite for the continuing interest of the Service Provider upon continuing the performance of the User Agreement. Such obligations are for example:
 - a) presentation of correct, complete and truthful information to the Service Provider upon identification of the person;
 - b) notification about all changes to the information set forth in the Agreements or the documents presented to the Service Provider;
 - c) submission of all information and documents that are considered necessary by the Service Provider for determining the truthfulness of the information related to the User or the actual beneficiary of the User who is a legal person;
 - d) presentation of their sufficient information and documents verifying the legality of one's economic activities (incl. Connected persons, ownership relations), money or other assets of the User at the Service Provider's request;
 - e) presentation of accurate information about one's economic situation provided that such information is of significant importance to the Service Provider upon making credit decisions or performing other operations;
 - f) notification of the Service Provider about the deterioration of one's economic situation or other circumstances that can hinder the performance of the User's obligations before the Service Provider in the required manner.

- 5.10.2. The Service Provider suspects the User or a Connected person of money laundering or terrorist financing;
- 5.10.3. the Service Provider suspects that the User or a Connected person is a front person;
- 5.10.4. Sanctions or other national transaction limits (e.g. sanctions of the European Union or the USA) have been imposed on the User or Connected person;
- 5.10.5. the Service Provider suspects that the User's transaction violates the Sanctions or other national transaction limits (e.g. sanctions of the European Union or the USA);
- 5.10.6. The circumstances specified in clauses 2.9.6–2.9.11 of the User Agreement become known in regard to the User;
- 5.10.7. The User has intentionally or due to severe negligence failed to perform their obligation which arises from the User Agreement;
- 5.10.8. The User has intentionally or due to severe negligence caused damage or a threat of actual damage to the Service Provider by their actions or failure to act;
- 5.10.9. The User has failed to perform their obligation which arises from any agreement concluded with the Service Provider and this fact constitutes a good reason for the Service Provider to assume that the User will not perform their contractual obligations in the future (e.g. the User repeatedly has interest on arrears);
- 5.10.10. an event which, according to the reasoned opinion of the Service Provider, may hinder due performance of the User's obligations arising from the Agreement or which has a considerable adverse effect on the User's business activities or the financial situation (e.g. the User's bankruptcy or liquidation proceedings) has occurred;
- 5.10.11. Estonian or foreign supervisory agency or any other governmental authority demands the termination of the User Agreement;
- 5.10.12. Administrator of an international payment or settlement system (e.g. an international card organisation), a correspondent bank of the Service Provider or any other intermediary of the Service demands the termination of the User Agreement;
- 5.10.13. The User does not fulfil the requirements set by the rules for the exchange of any tax-related information;
- 5.10.14. The User does not provide sufficient data or documents to the Service Provider in order to meet the Know Your Customer principles.
- 5.11. Before extraordinary cancellation of the User Agreement, the Service Provider shall thoroughly consider all the circumstances and make the decision on the basis of the principle of reasonableness.

6. Rights and obligations of the User and the Service Provider

- 6.1. The User shall:
 - 6.1.1. submit completely correct personal data and contact information, including signing up with his/her correct and complete name and valid e-mail upon registering as the User of the Platform and while using the Application and also update his/her information;
 - 6.1.2. avoid using the Platform for fraud or any other illegal transactions;

- 6.1.3. submit only correct information when using the Platform;
- 6.1.4. ensure that data entered by the User in the course of using the Platform:
 - a) are not misleading, inaccurate and/or wrong;
 - b) comply with laws and regulations (incl. legislation governing consumer protection, competition and export/import of goods and services);
 - c) are not contrary to good morals;
 - d) do not contain viruses and other computer programs or files that interrupt, damage or otherwise interfere with normal use of the Platform and/or may be stored on the User's computer as a result of using the Platform and/or interrupt, damage or otherwise interfere its normal functioning;
- 6.1.5. not compile databases/lists of the Platform's users for any purpose;
- 6.1.6. refrain from submitting demands against Service Provider except in case of demands directly arising from the User Agreement;
- 6.1.7. maintain the password and username required for using the Platform in a manner that prevents them from falling into the hands of third persons, except if the User has authorised such third persons to represent him/her in using the services. Among other things, the User understands and agrees that he/she is personally responsible for the confidentiality of his/her account-related username and password.
- 6.1.8. immediately amend all changed information and circumstances or if amending him/herself is not technically possible, inform the Service Provider about such changes via e-mail.
- 6.1.9. immediately inform Service Provider via e-mail if his/her fixed password or username required for the Platform is lost or has fallen into the hands of third persons;
- 6.2. By performing transactions in the Platform, the User confirms that he/she:
 - 6.2.1. is a person with active legal capacity and has the right to perform transactions enabled by the Platform;
 - 6.2.2. duly performs all the User's obligations specified in the User Agreement;
 - 6.2.3. is aware that if the fixed password and username required for using the Platform is made available to third persons, such third persons will be able to take on obligations that are binding for the User and fulfilment of which is the obligation of the User and that the Service Provider bears no obligation to additionally verify (i.e. except e-mail and password) the person using the Platform.
 - 6.2.4. is aware and agrees that Service Provider has the right to process the Personal Data of the User according to the legislation valid in the Republic of Estonia and Privacy Policy of the Service Provider.
 - 6.2.5. has examined and accepts the valid Price List and other terms and conditions stated with clause 1.5 of the User Agreement
- 6.3. Considering reasonable circumstances and based on own reasonable assessment, the Service Provider has the right to limit or terminate the right of a User to use the Platform, change the information published on the Platform by the User, close the User Account and prevent the User from re-registering as a new User:

- 6.3.1. if the User is in breach of the User Agreement or the obligations of the User resulting from it;
- 6.3.2. if the User has submitted false, misleading or inaccurate information when registering as the User or during using the Platform;
- 6.3.3. if the User knowingly and intentionally spreads false information in the Service Provider's Platform, insults other persons in any way or behaves in an undignified manner;
- 6.3.4. if due to some other valid reason.
- 6.4. Service Provider has the right to monitor activities on its Platform at any time, including monitoring the activities of the Platform's users. Service Provider may investigate all alleged breaches of the User Agreement and use any legitimate means for this purpose.

7. Responsibility

- 7.1. Service Provider does not participate in sales and other transactions conducted between the Users through the Platform, nor does Service Provider act as an agent, broker, representative, commission agent, etc. of the User unless separately agreed otherwise. The Service Provider is not a party to a sale or another contract and shall not accept any commitments in front of the User. Among other things, but not only, Service Provider is not responsible for:
 - 7.1.1. the quality and features of goods or services sold/purchased through the Platform;
 - 7.1.2. the accuracy and legality of information published by the User in the Platform;
 - 7.1.3. inappropriate or unlawful behaviour of the User;
- 7.2. The Service and any content or service or feature related to the Platform or made available through the Platform is provided on the basis of "as is" or "as available" principle without any directly or indirectly expressed guarantee. The Service Provider disclaims all guarantees to the extent possible under applicable law.
- 7.3. The Service Provider is not responsible for circumstances including, but not limited to:
 - 7.3.1. any interruption, stall, stop or other inaccessibility of the Platform or the Service;
 - 7.3.2. program errors, viruses, Trojans, etc. distributed or transmitted by someone to the Platform or via its services;
 - 7.3.3. deletion of any content or data or impossibility to save content or data;
 - 7.3.4. any violations committed by the User against third parties.
- 7.4. The User shall compensate any expenses, losses, claims, pecuniary claims and costs (incl. legal costs) directly or indirectly resulting from an infringement committed by the User to Service Provider and cooperation partners and subcontractors of the Service Provider used for provision of the Services by the Service Provider.
- 7.5. The Service Provider is not responsible for any of the circumstances caused by a circumstance reasonably beyond Service Provider control, including, but not limited to, natural disaster, storm, fire, earthquake, explosion, flood, war, civil disturbance, rebellion, terrorism, lock-out or other job action, embargo, crime, weather and climate conditions, failure or inability of a third person to fulfil its obligations, power outage,

any confiscation by a government or a government agency, their actual or potential measure.

- 7.6. The Service Provider and the User shall perform their obligations arising from the Transaction Relations duly, reasonably, in good faith, carefully and pursuant to the customs and usual practice.
- 7.7. The Parties shall be liable for the wrongful non-performance or inappropriate performance of their obligations.
- 7.8. The Service Provider shall not bear liability for the Services provided or information forwarded by Third Persons through the Service Provider.
- 7.9. The Service Provider shall not bear liability for indirect damages caused to the User (e.g. loss of profit).
- 7.10. The Service Provider shall not bear liability for the damage caused to the User or the Third Person by the User by failing to perform the notification obligation stipulated in clause 3.9 the User Agreement.
- 7.11. The Service Provider shall not bear liability for the damage caused by the change of currency or security rates or other investment risks.
- 7.12. The Service Provider shall not bear liability for the damage arising from the Service Provider's unawareness of the absence of the passive legal capacity of the legal person or the absence of the active legal capacity or capacity to exercise the will of the natural person.

8. Intellectual property

- 8.1. The Platform itself and all its content are intellectual property and belong to the Service Provider. By providing anything protected by copyright or other intellectual property rights to the Platform, the User shall grant a license for exercising the existing property rights concerning these things to the Service Provider, including the right to use the things submitted by the User in any manner, to authorise and prohibit use of the things in the Platform, reproduce, distribute, translate, make adaptations, add the things to collection or databases and communicate the things to the public. The User shall ensure and guarantee that the User is not in breach of copyrights and other intellectual property rights of third parties by using the Platform. Failing to do so results in the obligation of the User to compensate the resultant damage and other costs.
- 8.2. Any and all intellectual property rights to the Platform, including the structure, web design elements, texts and other components of the Platform, and the intellectual property rights related to them (including the intellectual property rights to trademarks, logos, brands, software, databases, news, messages, texts, graphic, musical and other design) belong to the Service Provider, unless the rights of another person are referred to with regard to a component, or information has been entered by the Users of the Platform. Users shall not be allowed to change, reproduce, disseminate, process, translate, make extracts from, forward, include in other databases or make public the Platform or any of its contents or components or use it in any other manner that is beyond the intended purposes of the Platform without the

prior written consent of the Service Provider. Furthermore, the User shall not be allowed to grant sub-licenses for using the Platform or any of its contents or components or create new objects of intellectual property based on them.

- 8.3. The Users are allowed to publish only such material in the Platform for which they have intellectual property rights to the extent that is necessary for publishing the respective materials in the Platform and for granting the consent set forth in clause 9.3. A User shall be fully responsible for the materials published in the Platform by them and shall be obliged to compensate to the Service Provider any and all expenses and damages caused (including indirect damages) that are related to the use of material published by the User in the Platform in an unauthorised manner or in a manner that otherwise violates rights arising from intellectual property.
- 8.4. With publishing of any material in the Platform by the User, the User shall give their unconditional and free consent to the Service Provider to store, disseminate and publish such material in accordance with the User Agreement and to change or process in any other manner to the extent that is necessary for the intended use of the Platform.

9. Processing of the User's data

- 9.1. For the purposes of the User Agreement, personal data shall be any and all data and information on the User, which the User has disclosed upon registering the User Account, using the Platform and making declarations of intent via the Platform, or which the Service Provider has learned about such User from third parties. Provisions of this chapter that refer to any data shall also be applicable to personal data.
- 9.2. By registering the User Account and/or disclosing data, the User shall ensure that any and all data submitted by them to the Service Provider is truthful and up to date, and confirm that they are aware of and consent to the fact that any and all legally collected data regarding the User which are in the possession of the Service Provider, regardless of their origin, shall be processed by the Service Provider for the purposes related to the possibilities of use of the Platform and to the extent necessary for it, as well as according to the bases and procedure established in legal acts.
- 9.3. The User is aware of and hereby gives their consent in their name for validating the correctness of the data submitted to the Service Provider and for obtaining additional data from third parties. For the abovementioned purposes, the Service Provider has the right to forward the User's data to third parties.
- 9.4. A User, who is a private person, has the right to withdraw their consent for processing personal data at any time, request to cease of processing of personal data, terminate the access to them and deletion or closing the collected personal data provided if the legal acts do not oblige the Service Provider to save data. Upon withdrawing the User's consent to process personal data User Account shall be closed.
- 9.5. The Service Provider shall be obliged to keep the Users' data confidential and follow any and all rules arising from the Personal Data Protection Act of the Republic of Estonia. The Service Provider shall have the right to disclose User's personal data to

third parties, including other Users, only in cases set forth in the law and the User Agreement.

- 9.6. The Service Provider shall have the right to disclose (personal) data of a User to other Users of the Platform, persons belonging to the same group as the Service Provider and persons who provide the Service Provider with legal assistance, accounting, auditing or any other services, which presume processing of the Users' personal data, provided that the respective service provider has undertaken the obligation towards the Service Provider not to disclose the respective personal data to third parties.
- 9.7. The Service Provider shall have the right to process the data submitted by the User and data generated during the User's use of the Platform at any time for statistical purposes and disclose the resulting statistical data, ensuring that it would be impossible to connect the data directly to any specific User.
- 9.8. The Service Provider shall have the right to use the e-mail address and mobile phone number of a User for the purposes of forwarding to the User information, advertising and offers from the Service Provider or its cooperation partners. The User shall have the right to choose, which notifications and offers they wish to receive through the Platform and refuse to receive offers from the Service Provider and their cooperation partners, without their respective query through the Platform. Information on how to refuse the offers and advertising sent to the Users by the Service Provider is available at the offer or advertising and/or settings of the User Account.

10. Amendment of the User Agreement

- 10.1. The Service Provider has a right to unilaterally change and supplement the User Agreement, Price List and other terms and conditions stated in clause 1.4 at any point of time in relation to development of the Platform and the Services and their improved and more secure use.
- 10.2. The Service Provider shall notify the User of the User Agreement's changes through notices published in the Platform.
- 10.3. The changes stated in clause 10.1 of the User Agreement shall become valid as of publication of the respective notice in the Platform. The User agrees to the changed terms and conditions by continuing to use the Services.

11. Duration and Expiry of the User Agreement

- 11.1. The User Agreement is valid without a term. The User Account in the Platform is opened without term.
- 11.2. The User has the right to terminate the User Agreement at any time and demand his/her user account to be closed, if he/she has fulfilled all prior obligations in front of Service Provider.
- 11.3. The Service Provider shall have the right to limit or cancel the User's right to use the Platform and close the User Account, as well as to terminate an agreement concluded with the User at any time without advance notice if it appears that:
 - 11.3.1. the User violates or has violated the User Agreement or any other User's obligations;

- 11.3.2. the User does not accept new User Agreement upon first logging into the Platform after the new user Agreement has been made available in the Platform;
- 11.3.3. the User has submitted to the Service Provider or to other users data and/or information that is incorrect, misleading and/or inaccurate;
- 11.3.4. the User behaves upon using the Platform in bad faith, without dignity, illegally or in contradiction with the moral standards recognized in the society;
- 11.3.5. the Service Provider has discovered a circumstance based on which there may be a suspicion that third parties have gained possession of the data and devices allowing logging into the User Account and using of the Platform and the User Account could be used by an unauthorized person;
- 11.3.6. the User despite receiving the relevant request of the Service Provider, does not submit documents or information that are necessary to perform the Service Provider's due diligence obligations pursuant to current legislation or submitted documents or information do not remove the Service Provider's suspicion that the purpose of the business relationship or transaction may be money laundering or terrorist financing.
- 11.4. The Service Provider shall have the right to close the Platform.
- 11.5. Upon closing the Platform or in cases set forth in clauses 11.2 and 11.3 (if the User can no longer use the Platform) the transactions made through the Platform shall remain in force.

12. Disputes resolution

- 12.1. Any disputes between the Service Provider and the User shall be subject to resolution by way of negotiations.
- 12.2. the case that the Parties fail to reach an immediate agreement on the spot, the complaint shall be filed in writing or in another agreed manner.
- 12.3. The complaint shall refer to the circumstances and the document on the basis of which the complaint is filed. If the User refers to a document in the complaint that is not freely accessible to the Service Provider, the document shall be enclosed with the complaint.
- 12.4. The Service Provider shall review the complaint and give notification of its decision in the manner agreed on (e.g., orally, in writing, electronically) within 15 (fifteen) days after receiving the complaint at the latest. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the person who filed the complaint will be notified of it as well as of the term during which the complaint will be replied to.
- 12.5. If the Parties fail to reach an agreement, the User shall be entitled to have recourse to extrajudicial institutions indicated in the Procedure for Handling User's Complaints in order to have the dispute settled and/or request an impartial second opinion.
- 12.6. Any court action between the Parties shall be resolved in the Harju County Court which has exclusive jurisdiction for resolving disputes arising under the Agreement.
- 12.7. The Transaction Relations between the Parties shall be governed by the laws in force in Estonia unless agreed otherwise by the Parties.

- 12.8. Supervision over the Service Provider shall be exercised by the Consumer Protection and Technical Regulatory Authority, address: Endla 10A, 10122 Tallinn, telephone 667 2000, fax 667 2001, e-mail info@ttja.ee, website <https://www.ttja.ee>.