

## User Agreement

This User Agreement (this “**Agreement**”) is a contract by and between you (“**you**” or a “**User**”) and Coinly Ltd. (“**Coinly**,” “**we**,” or “**us**”) and regulates your interaction with Coinly through the use of web platform <https://epayservices.com> (the “**ePayService Platform**”) (your “**ePayService Account**”) and terms of the services offered by Coinly and described herein.

By choosing to conduct the transaction with tokens on ePayService Platform you will be automatically transferred to Coinly.one as the transactions with Tokens as defined below may be only conducted on Coinly.one. All transactions involving Fiat money will be conducted by financial institution through ePayService Platform.

### Definitions:

**Coinly Account** shall mean Coinly account at third-party financial institution.

**Exchange Rate** shall mean the exchange rate of the decentralized finance instruments calculated by CoinMarketCap on a daily basis at the second before the request for transaction is made.

**Tokens** shall mean USDC and/or USDT.

**USDC** shall mean stablecoin, issued by Coinbase or other money transmitter valued at approximately one (1.00) US Dollar, the precise value of each is calculated on a daily basis based on the Exchange Rate.

**USDT** shall mean the stablecoin issued by Tether Limited valued at approximately one (1.00) US Dollar, the precise value of each is calculated on a daily basis based on the Exchange Rate.

**Wallet** shall mean a software program that stores private and public keys and interacts with distributed ledger technology to enable users to send, receive and monitor their digital assets.

1. Services. Coinly is a digital exchange platform where you can exchange Tokens for US Dollars by conducting purchase and/or sale transactions. The number of Tokens available for purchase depends on their availability on a third-party crypto currency platform. Coinly at its sole discretion may set up daily limits on the number of Tokens available to transact.
  - 1.1. **Purchase transaction**. To purchase Tokens you will be redirected from ePayService Platform to Coinly.one where you may request to purchase and deposit Token(s) into your Wallet. The consideration for the purchased Tokens which shall be transferred to Coinly Account in a form of US Dollars shall be calculated based on the Exchange Rate on a day purchase transaction is requested. The transfer Tokens to your Wallet is subject to confirmation of crediting the consideration to Coinly Account and Tokens availability.
  - 1.2. **Sale transaction**. To conduct Token sale transaction you will be redirected from ePayService Platform to Coinly.one where you may request to sell and transfer Token(s) from your Wallet to Coinly Wallet. The consideration for the sold Tokens which shall be transferred from Coinly Account in a form of US Dollars shall be calculated based on the Exchange Rate on a day sale transaction is requested.
2. Ownership. You own the Tokens held in your Wallet. We do not maintain any control over the private keys associated with the blockchain addresses holding your Tokens in your Wallet. As

the beneficial owner of Tokens in your Wallet, you shall solely bear the risk of loss of such Tokens. We have no liability for any Tokens fluctuations in value.

3. Funds transfer. You may conduct any transactions listed in the Section 1 of this Agreement by using US dollars. All funds you use to transact Tokens on Coinly.one are conducted through a third-party financial institution. By choosing any purchase transaction, your Fiat money will be transferred to Coinly Account in exchange for Tokens. By choosing any sell transaction, we will transfer Fiat money to your account at the financial institution. ePayService Platform does not hold or display Tokens, and all transactions take place in a new payment window on through Coinly.
4. Prohibited activities.
  - 4.1. Violate any law, statute, ordinance, or regulation.
  - 4.2. Relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes, or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services, credit transactions, or insurance activities, or (k) involve offering or receiving payments for the purpose of bribery or corruption.
  - 4.3. Involve gambling (any casino varieties, including poker, roulette, bingo, baccarat, and others, bookmaking (betting) - all types of bets on all sorts of events, with the exception of the Forex, trading stocks and futures on exchanges that are traded legally and have the necessary permits and licenses for the exchange operation), lottery tickets.
  - 4.4. Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.
  - 4.5. Involve websites or individuals engaged in the exchange of any electronic and / or e-currencies, under the condition of regular activities aimed at making a profit (the commission for exchange).
  - 4.6. Restricted locations. We operate globally except for the countries and territories excluded by our policy.
5. Eligibility requirements. You make the following warranties and representations with respect to your use of the ePayService Platform and Coinly.one:
  - 5.1. You are at least 18 years of age for the purposes of using Coinly.one, and you have full capacity and authorized to enter into this Agreement.
  - 5.2. You must have an account with third-party financial institution to make necessary money transfers arising from the requested transactions;
  - 5.3. All information and documents provided to us is a true and accurate (the "**Personal Information**"). You agree to update any changes to the Personal Information.
  - 5.4. The amount, the payee, signature(s), and endorsement(s) on the original documents are legible, genuine, and accurate.
  - 5.5. The information you provided to us is true and correct and, in the event any such information changes, you will immediately notify us of the change.
  - 5.6. You have not knowingly failed to communicate any material information to us.

- 5.7. You will retain possession of each original document provided to us to obtain the services listed in the Section 1 for the one-year retention period.
- 5.8. You will not use ePayService Platform and/or account on Coinly.one for any illegal activity or transactions.
- 5.9. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
6. Currency. At the moment we accept only US Dollar as currency you can use to proceed with transaction involving Tokens.
7. Fees. A schedule of fees that we may charge in connection with the services we provide may be found here.
8. Taxes. We will maintain a record of your transaction history, which you will be able to access through your account on Coinly.one for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your purchase or sale transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.
9. Indemnification. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to: (i) your purchase or use of Tokens; (ii) your responsibilities or obligations under this Agreement; (iii) your violation of this Agreement; or (iv) your violation of any rights of any other person or entity. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.
10. Risks. We are not responsible for any of your losses or damages related to the following risks:
- 10.1. **Loss of keys**. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your Wallet. Accordingly, loss of requisite private key(s) associated with your Wallet storing Tokens may result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted Wallet service you use, may be able to misappropriate your Tokens.
- 10.2. **Hacking activities**. Hackers or other malicious groups or organizations may attempt to interfere with the ePayService Platform and Coinly.one or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.
- 10.3. **Market risk**. Market value of any of the Tokens are likely to fluctuate unfavorably during or after token transfer.
- 10.4. **Risks involving cloud storage**. The transactions involving Tokens are susceptible to a number of risks related to the storage of data in the cloud. They may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, Coinly.one may be interrupted, and files may become temporarily unavailable in the event of such an attack or malicious activity. The risk that the ePayService Platform may face increasing

interruptions and we may face additional security vulnerabilities could adversely affect the network and therefore the future utility of any Tokens that you hold.

- 10.5. **Unforeseen risks.** Cryptographic tokens such as the Tokens are a new and untested technology. In addition, there are other risks associated with your acquiring, holding and use of Tokens, including those that we cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

11. Disclaimers.

11.1. **DISCLAIMER OF WARRANTIES.** YOUR USE OF THE SERVICES IS AT YOUR RISK. THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR OUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

11.2. **LIMITATION OF LIABILITY.** WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

12. Privacy.

12.1. **General.** Please also note that Section 326 of the USA PATRIOT Act of 2001 requires all financial institutions to obtain, verify, and record information that identifies each person who registers an account with us. This federal requirement applies to all new users. This information is used to assist the U.S. Government in the fight against the funding of terrorism and money laundering activities. You will be required to comply with our KYC procedures in order to redeem any Tokens.

**12.2. Authentication.** We may use the Personal Information to initiate the transaction, authenticate your access to an your account; to manage risk and protect you from fraud by verifying you identity, and helping to detect and prevent fraud and abuse during your use of Coinly.one; to comply with our obligations and to enforce this Agreement, including to comply with all applicable laws and regulations; to respond to your requests, for example to contact you about a question you submitted to our customer service team.

**12.3. Transfer to a third party.** We may share Personal Information with third-party service providers that perform services and functions at our direction and on our behalf. We may share Personal Information with third-party financial institution to send or request money, add value to an Account, or pay a bill. We may share Personal Information with other financial institutions that we have partnered with to jointly create and offer a product. We may also share Personal Information to process transactions and keep your financial information up to date. The information includes: (1) Personal Information necessary to facilitate the transaction; (2) information to help other participant(s) resolve disputes and detect and prevent fraud.

**12.4. Other transfers.** We may share information about you with other parties as permitted or required by law, including: (1) if we need to do so to comply with a law, legal process, or regulations; (2) to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order, or other legal process or requirement applicable to you or us; (3) if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm, financial loss, or in connection with an investigation of suspected or actual illegal activity; (4) to protect the vital interests of a person; (5) to investigate violations of or enforce this Agreement or other legal terms applicable to any purchase or sale transaction; (6) to protect our property, services and legal rights, in connection with shipping and related services for purchases made using a Service; (7) to help assess and manage risk and prevent fraud against us, our clients and fraud involving our Services, including fraud that occurs at or involves our business partners, strategic ventures, or other individuals; (8) to companies that we plan to merge with or be acquired by; and (9) to support our audit, compliance, and corporate governance functions. We may share Personal Information with our subsidiaries and affiliates. We may share Personal Information with our contractors, service providers, and other third parties that support our business and are bound by non-disclosure agreements;

**12.5. GDPR privacy.** In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, in relation to Person Data Protection (GDPR), we hereby inform you that the data received will be subject to automated processing by Coinly, the data controller for the transaction, management and execution of insurance contracts and for the purposes of market research and management. This data will be kept for the for the legally prescribed duration. You have the right to access, rectify, oppose for a legitimate reason and erase data as well as the right to define the directives in relation to the preservation, erasure, and communication of your personal data after your death. You also have the right to portability of your personal data. All of your rights must be exercised by contacting support@coinly.one.

**12.6. California privacy.** If you are resident of the State of California, you shall expect to have additional rights regarding our use of your Personal Information. California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of Coinly.one that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@coinly.one.

13. Data security. We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions and information about Services will be encrypted by 256-bit SSL security protocol. The safety and security of your information also depends on you. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide. We do not provide any endorsements or guarantees for any individual or entity using our services (including the Platform you accessed to use our services), nor any third party offers featured on our websites. Information regarding third-party offers is provided on our websites for informational purposes only, and may not be true, accurate, or reliable.
14. Dispute Resolution.
- 14.1. **United States.** Any dispute between you and us related in any way to, or arising in any way from, our Services or this Agreement on the territory of the United States (the “**Dispute**”) shall be finally settled on an individual, non-representative basis in binding arbitration in accordance with the American Arbitration Association provisions as modified by this Agreement, or in accordance with rules on which we may mutually agree in writing; provided, however, that to the extent a Dispute is within the scope of a small claims court’s jurisdiction, either you or us may commence an action in small claims court, in the county of your most recent physical address, to resolve the Dispute.
- 14.2. **European Union.** Any dispute between you and us related in any way to, or arising in any way from, our Services or this Agreement on the territory of the any European country shall be finally settled on an individual, non-representative basis in binding arbitration in accordance with International Chamber of Commerce Rules of Arbitration the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by this Agreement. Arbitration process shall take place in London, UK.
15. User support. Please use our contact information to obtain any user support you need within 24 hours: support@coinly.one

By accepting this Agreement, you agree to be bound by its terms and conditions, terms and conditions of ePayService Terms of Use, and Privacy Policy.