**USER AGREEMENT (OFFER)**

**OF THE VIRTUAL ASSETS EXCHANGE OPERATOR**

**LIMITED LIABILITY COMPANY "EasyLoans"**

**ON THE CONCLUSION OF A CONTRACT FOR THE PROVISION OF SERVICES**

**FOR THE EXCHANGE OF VIRTUAL ASSETS**

**(April 3, 2023)**

Limited Liability Company "EasyLoans" (hereinafter referred to as the Executor Company), reg. No. 213697-3301-OOO, INN: 0250120231024, OKPO: 31709117, located at Kyrgyz Republic, Bishkek, Frunze St., 393A, is an operator of virtual assets exchange, established in accordance with the legislation of the Kyrgyz Republic and operates under the laws of the Kyrgyz Republic. The Executor Company has a license with registration number №14 from March 13, 2023, for the right to conduct operations to provide services for the exchange of virtual assets within the territory of the Kyrgyz Republic.

Based on this User Agreement, which is also an Offer, the Executor Company provides services to customers (hereinafter referred to as Customers) for the exchange of virtual assets, charging a commission for the services rendered.

This Offer for the conclusion of a contract for the provision of services for the exchange of virtual assets by the Executor Company is addressed to individuals, legal entities, and in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, is an offer to conclude a contract with the Executor Company on the following terms, defining the order of providing the client with services for the exchange of virtual assets.

**CONTENT:**

1. Risk Warning;  
     
   2. Terms of Establishing Relationships with Clients;
2. 3. Terms and Definitions Used in the Contract;

4. Subject of the Contract;

5. Rights and Obligations of the Parties;

6. Guarantees of the Parties and the Limits of Liability;

7. Liability of the Parties and Dispute Resolution Procedure;

The contract is considered concluded on the terms provided for in this offer, in accordance with Article 394, Paragraph 3 of Article 395 of the Civil Code of the Kyrgyz Republic from the moment the Executor Company receives a properly completed and signed Client Application (in the form of the Company), which means the full and unconditional acceptance of this offer in accordance with Articles 399, 402 of the Civil Code of the Kyrgyz Republic, the acceptance by the Client of all the conditions of this offer posted on the Executor Company's website **EasyLoansapp.top/loan.oklmnk.com**, provided that the Client provides the documents necessary for their identification, verification, and further service, in accordance with the requirements of the legislation of the Kyrgyz Republic and the internal normative documents of the Executor Company.

8. Term of the Contract, Language of Contract Conclusion;

9. Other Conditions.

**1. RISK WARNING**

The Executor Company informs its potential clients about the following risks of conducting operations for the exchange of virtual assets:

- Cryptocurrency is not a means of payment;

- The subjects of transactions for the exchange of virtual assets may be both secured and unsecured cryptocurrencies;

- Cryptocurrencies are not backed by states (including the Kyrgyz Republic and other states);

- The acquisition of virtual assets (cryptocurrencies) may result in the complete loss of funds and other objects of civil rights (investments) transferred in exchange for cryptocurrencies (including as a result of volatility (when the value can go up or down at any time) loss of value of virtual assets, errors, the commission of unauthorized and fraudulent actions, including hacking and theft;

- The Client acknowledges, recognizes, and accepts that they may lose funds during the purchase, sale, or any other transaction involving virtual assets;

- Transactions with virtual assets (cryptocurrencies) are irreversible, cannot be canceled, and cannot be reversed (if the user by mistake sends funds to the wrong address, indicates an incorrect amount or type of virtual asset, the Executor Company cannot find the recipient of the client's funds (virtual assets) and provide him with further support in this regard);

- The Client is solely responsible for any transaction made to withdraw, exchange, or otherwise transfer virtual assets;

- The Executor Company does not own or control the underlying software protocols that govern the operation of virtual assets (cryptocurrencies), in most cases, the underlying software protocols are "open-source code," and anyone can use, copy, modify, and distribute them. The Executor Company cannot guarantee the functionality, safety, or accessibility of the underlying software protocols;

- The Client acknowledges and accepts the risk that the underlying software protocols related to any virtual asset (cryptocurrency) stored on their account may change;

- The Client must carefully review information about conducting operations with virtual assets and their risks before deciding whether trading in virtual assets (cryptocurrency) is suitable for them, considering their financial status and circumstances.

To confirm their awareness and acceptance of the risks, the Client must mark the checkbox below.

**2. Terms of Establishing Relationships with Clients**

The Executor Company, as an operator of virtual assets exchange, has the right to establish relationships with clients at its discretion, which may include any physical and legal persons (both residents and non-residents of the Kyrgyz Republic), except for cases provided for by the legislation of the Kyrgyz Republic in the field of countering the financing of terrorism and the legalization (laundering) of criminal proceeds.

The Executor Company does not provide services for the exchange of virtual assets and does not establish relationships with:

- Physical persons under the age of 18;

- Non-residents of the Kyrgyz Republic if this is contrary to the legislation of the state of which the non-residents are citizens (holders of passports) or in which they have permanent residence according to the type of residence (or equivalent document) or place of residence (or are established, registered);

- Physical persons, individual entrepreneurs, legal entities, and legal entities whose beneficial owners are included in the sanctions list, as defined by the legislation in the field of countering the financing of terrorism and the legalization (laundering) of criminal proceeds, as well as in the field of combating the financing of extremist activities and the financing of the proliferation

of illegal and fraudulent actions, including hacking attacks and theft;

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- Other persons, if this is provided for by the contractual obligations of the Executor Company or its internal normative documents.

The Executor Company does not engage in transactions with virtual assets:

- That are created and (or) placed in violation of the legislation;

- Based on the principle of full anonymization of transactions made with them.

Before engaging in transactions with citizens of the Kyrgyz Republic to sell them virtual assets for money or electronic money, the Executor Company checks whether the individual possesses the necessary level of knowledge (competence) to undertake such transactions. The Executor Company does not engage in such transactions with citizens of the Kyrgyz Republic whom it has determined do not possess such a level of knowledge (competence). The determination of the level of knowledge (competence) for conducting transactions is made by the Executor Company through the presentation of a questionnaire (test) to citizens of the Kyrgyz Republic for completion (resolution).

To establish a relationship with a client, the Executor Company requests the necessary information from the client through a survey, including in the field of preventing the financing of terrorism and the legalization (laundering) of criminal proceeds.

Customers of the Executor Company, when using the services of the virtual assets exchange operator through a specialized platform, are prohibited from creating and using more than one electronic personal account. In the event of a client's violation of this requirement, the company has the right to terminate all relationships with the client and cease their service.

The Client is obligated to independently monitor new versions of the User Agreement (Offer). By continuing to use the specialized Platform after changes come into effect, the Client automatically accepts the new version of the User Agreement. If the Client is not in agreement with the terms of the new version of the Agreement, they should cease using the Platform.

**3. Terms**

- Virtual Asset: A collection of data in electronic-digital form, having value, being a digital expression of value and/or a means of proving property and/or non-property rights, which is created, stored, and traded using distributed ledger technology or similar technology and is not a monetary unit (currency), a means of payment, or a security.

- Types of Virtual Asset Exchange:

A) The purchase of virtual assets for national currency, foreign currency, electronic money, including international electronic money;

B) The sale of virtual assets for national currency, foreign currency, electronic money, including international electronic money;

C) The exchange of one type of virtual asset for another type of virtual asset;

- Virtual Asset Wallet: A mechanism (software application or other) for storing and transferring a virtual asset;

- Company-Executor/Virtual Asset Exchange Operator: Limited Liability Company "EasyLoans," which operates as a virtual asset exchange operator with clients strictly on a contractual basis. Service provider agreements for virtual asset exchange operators can be concluded by the Company by posting this User Agreement - Offer on the official internet resource **EasyLoansapp.top/loan.oklmnk.com** (Platform) and the client's acceptance of it by signing the agreement with a simple electronic signature (checking the box in the special field under the title) and submitting a company application for the execution of a transaction (acceptance), or by signing a written framework agreement between the Company and the client. Only after the Executor Company has completed the procedures for the identification, verification of the Client-Customer, and the conclusion of the service contract, is the client allowed to use the services of the virtual asset exchange operator, including on the specialized platform **EasyLoansapp.top/loan.oklmnk.com** in the self-service mode.

- Client (Customer): A party (physical or legal person) with whom transactions involving virtual assets are made, who uses the services of the Company. Clients of the Company can be both residents of the Kyrgyz Republic and foreign physical and legal persons;

- Platform: Specialized software, an information-operational system of the Company for trading virtual assets;

- Internet Resource: A domain name with the address of the Platform's online location (in the Internet network);

- Transaction/Virtual Asset Exchange Transaction: A service for exchanging virtual assets provided by the Company to the Client;

- Parties to the Transaction: The Company-Executor and the Client-Customer;

- Contract/Offer: An agreement establishing the order of performing mutual obligations between the parties in a Transaction with Virtual Assets and its conditions;

- Application: An integral part of the Contract/Offer, containing the details and conditions of each specific transaction for exchanging virtual assets;

- Client Questionnaire: Required data requested by the Executor Company from the Client:

- For a physical person - surname, given name, patronymic (if any), date of birth, place of residence according to the passport or identity document;

- For a legal entity - name, location, payer's identification number, according to the certificate of state registration of a legal entity;

- Contact details of the client to establish communication (email address and other contact details if necessary);

- Information provided in the internal normative documents or contractual obligations of the virtual asset exchange operator, including in the field of preventing the financing of terrorist activities and the legalization (laundering) of criminal proceeds;

- Other information determined by the Company, necessary for the transaction in accordance with the internal regulations of the Executor Company and the current legislation of the Kyrgyz Republic.

-Questionnaire – Test for determining the level of knowledge (competence) of the Client-Physical Person for entering into Transactions for the Exchange of Virtual Assets;

- Risk Information Message: Information about the risks faced by individuals acquiring virtual assets;

- Verification Procedure: Means the identification procedure of the Company authenticating the Client-Customer using their biometric data (including fingerprints, facial recognition), the Client's documents, contact details, proof of residence in a certain locality, which the Company may require;

- Personal Data: Information that identifies a person, such as name, address, email address, trading information, and banking details, biometric data. The term "Personal Data" does not include anonymous and/or aggregated data that does not allow the identification of a specific User;

- Consent: Consent or approval of what is being done or proposed by another party;

- Sanction List: A list of individuals and legal entities, groups and organizations, against whom there are indications of their involvement in terrorist or extremist activities and the proliferation of weapons of mass destruction;

- List of Persons Involved in Money Laundering (LPB): A list of individuals, groups, organizations, against whom there are indications of their involvement in the legalization (laundering) of criminal proceeds, the formation and updating of which is carried out by the FCSR and published on the official website of the FCSR;

- Confidentiality: Means all information that one party (the Disclosing Party) reveals to another party (the Receiving Party) in written, electronic, or oral form and in any form (material or immaterial), i.e., confidential, proprietary, or relating to clients or token holders (each of which is either existing or potential);

- Warranties and Guarantees: A warranty represents an assertion of a fact, true at the date of presentation of the warranty, which is given to encourage another party to enter into a contract or perform another action. A guarantee is a promise to compensate for losses if the assertion is false;

- Termination Notice: Means a notice sent by one Party to the other, terminating this Agreement on the date specified in the notice;

- Consequences of Termination: The date when this Agreement immediately becomes invalid, and neither Party is liable, each remaining in force after termination; provided, however, that nothing in this document releases any Party from liability for any breach of any statements, warranties, contracts, or agreements made in this Agreement prior to such termination;

**4. Subject and Conditions of the Agreement (Offer).**

- The purchase of virtual assets for national currency, foreign currency, electronic money, including international electronic money;

- The sale of virtual assets for national currency, foreign currency, electronic money, including international electronic money;

4.1. The Executor Company, based on the issued license, as a virtual assets exchange operator, is obligated to provide the Client-Customer, on its behalf and in its own interests, including through the use of a specialized platform, the services of a virtual assets exchange operator for a fee (commission):

- The exchange of one type of virtual asset for another type of virtual asset.

4.2. In accordance with the terms and conditions set forth in this Agreement, the Client-Customer is obligated to pay for the services of virtual asset exchange provided by the Company-Executor;

4.3. The Company-Executor does not engage in transactions with virtual assets:

- That are created and (or) placed in violation of the legislation;

- Based on the principle of full anonymization of transactions made with them.

4.4. The Company-Executor provides services to the Client by entering into this Agreement (or its paper version) and conducting transactions/operations in accordance with the Client-Customer's Requests/Orders, filled out on the Company-Executor's specialized platform or in a form according to Appendix 1 to this Agreement, and signed by the Parties (hereinafter referred to as "Request"/ "Order").

4.5. The Request/Order filled out by the Client-Customer also constitutes an offer and contains the conditions of each specific transaction with virtual assets and the basis for its execution:

- The exact time of the transaction's conclusion according to the Request;

- The subject of the transaction/type of virtual asset exchange, including a clear indication of the nature and amount (quantity) of money and (or) other objects of civil rights that will be transferred by the Client-Customer to the Company-Executor to fulfill its obligations under the transaction, as well as the counterparty obligations of the Company-Executor, including the sequence of receiving by the Company-Executor from the Client-Customer to its current (settlement) bank account, its electronic wallet, its address (identifier) of the virtual wallet respectively money, electronic money, virtual assets and/or funds in any currency, and/or transferring to the Client, depending on the type of transaction made with virtual assets, as a counterparty provision of money, electronic money in the corresponding currency or virtual assets;

- The terms of executing obligations for the exchange of virtual assets;

- The terms, cost of the Executor's services, and the procedure for mutual settlements between the Parties for the payment of the Executor's services;

- The details of the Parties;

- Other conditions for the performance of the transaction.

4.6. The Executor Company accepts the Client-Customer's Request/Order for signing if it is possible to execute it, independently determining the criteria for the executability of each transaction and has the right to postpone its signing for an indefinite period (necessary for checking the proper fulfillment of the Client-Customer's obligations), and/or reject it – refuse to conclude a transaction with the Client-Customer.

4.7. Each signed Request/Order by the Parties is assigned a unique number, after the data of the Request is entered into the Platform's system. The moment of assigning a unique number to the transaction according to the corresponding Request is the moment of its conclusion, and the moment of the Parties' obligations to perform it (hereinafter referred to as "Transaction Moment"). At this time, the Executor sends the Client, to the specified details, an information message with a unique number, the exact time of the transaction's conclusion, and its main parameters.

4.8. The obligations of the Parties arising at the Transaction Moment according to the corresponding Request are in effect until the full fulfillment of the obligations they have undertaken.

4.9. The services of the Company-Executor, as defined in accordance with paragraph 4.1 of this Agreement, include the duties and powers of the Parties as defined in the terms of this Agreement and/or appendices, which are an integral part of this Agreement (including, but not limited to, Requests/Orders), the rules of the internal regulations, the Client-Customer's instructions placed on the online resource **EasyLoansapp.top/loan.oklmnk.com**, the algorithms of the Platform, as well as the norms of the current legislation of the Kyrgyz Republic. In this regard, the Company-Executor has the right to unilaterally modify at any time, except for the Transaction Moment, any fields/parameters of any Request/Order, the conditions for the provision of services, the algorithms of the Platform, the amount of information and/or documents requested from the Client-Customer, and the Client-Customer, by entering into this Agreement, agrees to the terms specified in this paragraph of the Agreement.

4.10. The Executor Company independently determines the prices of virtual assets based on:

- The type of virtual assets being sold;

- The type of transaction with virtual assets;

- The type of virtual assets involved in the exchange;

- The currency of payment in the case of buying and selling virtual assets;

- The size (volume) of the virtual assets being sold;

- The liquidity of virtual assets;

- The actual demand and supply for virtual assets, including in the information system of the Executor.

The cost of the Executor's services is indicated in the approved tariffs of the company.

4.11. By filling out and signing the Request, the Client-Customer acknowledges that they are familiar with the current prices of virtual assets.

4.12. The execution of the transaction is recorded by the Parties receiving the specified in the Request/Order transaction objects at the indicated addresses.

4.14. To conclude an Agreement (offer contract) with the Client, the Executor Company must request the Client's personal data, which may include the Client's documents, biometric data, contact details, proof of residence in a certain locality, etc.

4.15. By law, the Executor Company is obligated to collect personal information about the Client-Customer within the practice of Know-Your-Client (KYC) - "Know Your Client" to prevent the financing of terrorist activities and the legalization (laundering) of criminal proceeds.

4.13. The Client-Customer has the right to withdraw a virtual asset from the specialized Platform of the Company-Customer **EasyLoansapp.top/loan.oklmnk.com** (from their account, electronic wallet) only to their personal electronic wallets.

4.16. In order to ensure security, the Company introduces restrictions on the number of authorized persons indicated during the verification process. During the verification process, a new Client-Customer can specify one physical person who can act on their behalf in transactions with the Platform. The Company reserves the right to provide individual terms of use of the Platform to Clients.

4.17. To undergo the verification process requiring personal presence at the Company's office in Bishkek, the Client must visit the Company's office at Bishkek, Frunze St., 393A.

4.18. The Agreement is considered accepted by the Client-Customer if they provide the required checkmark in the special field under the title "I accept the terms of the User Agreement (Offer)" at the bottom of the Agreement, express their agreement and acceptance of the terms of this Agreement (offer).

**5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**5.1. The Executor Company is obligated to:**

- Provide services in full, of proper quality, in the manner prescribed by this Agreement and the norms of the current legislation of the Kyrgyz Republic;

- Provide the Client-Customer with access to a specialized Platform for the use of services;

- Immediately proceed to the execution of the Client-Customer's Requests/Orders from the moment of the transaction, provided that the Client fulfills their obligations under this Agreement and the corresponding Request in full;

- Ensure the possibility of identifying the destination of the funds received from the Client in the corresponding currency, electronic money, or virtual assets of the Client - that is, the possibility of unambiguous identification of the Request/Order;

- Maintain the security of the Client-Customer's Account, not transfer its account details and personal data to third parties without their consent. Ensure the preservation of the Client's account and personal data by monitoring the state of the system, software, timely technical servicing of equipment, antivirus checks, and installation of comprehensive systems to protect against unauthorized access;

- Respect the rights of the Client, the terms of the contractual obligations with them, and the norms of the current legislation of the Kyrgyz Republic;

**5.2. The Executor Company has the right:**

- To establish minimum and maximum limits for exchange operations (transactions) with funds and/or virtual assets, as well as to unilaterally make changes to the terms of this Agreement and the Privacy Policy at any time. Changes take effect immediately after publication of the new version of the Agreement on the internet at the address **EasyLoansapp.top/loan.oklmnk.com** and the Privacy Policy, also located on the Company's internet resource. The Company notifies the Client by placing the relevant information on the Platform, and/or on a special information board;

- To unilaterally determine the possible directions of exchange of funds, electronic money, virtual assets, and to notify the Client by placing the relevant information on the Platform, and/or indicating the relevant parameters in the Request;

- To suspend access to the provision of services, including on the specialized Platform at any time, for technical reasons (since there are external factors that can affect the continuous provision of Services);

- To suspend, limit, or completely withdraw the Client's access to the Account at any time and for any period, with notification to the Client, in case of violation by them of any of the provisions of this Agreement or other agreements that may be associated with the use of the Company's services by the User;

- To request personal information from the Client at any time, which may include photographs and/or copies of the Client's documents, or any other document/information that the Company deems necessary;

- To terminate access to content or services upon receiving a request from law enforcement or other state institutions of the Kyrgyz Republic;

- To stop processing transactions for a Client if their activity appears unusual or abnormal, with the right to request further information and documentation as needed;

- To require the Client to provide additional documents related to the requirements of the legislation of the Kyrgyz Republic in the field of combating the financing of terrorism and the legalization (laundering) of criminal proceeds;

- To indicate the date of termination and liquidation of all active Requests/Orders in the event of a Platform default;

- To not provide services on all markets and in jurisdictions and may limit or prohibit the use of the Platform by residents of certain countries;

- To exercise other rights provided for by the current legislation of the Kyrgyz Republic and this Agreement.

**5.3. The Client-Customer is obligated:**

- To unilaterally establish and change commissions for provided services, operations, and/or transactions made by the Client on the Platform, posted on the Company's website **EasyLoansapp.top/loan.oklmnk.com** or agreed with the client individually and reflected in Requests/Orders;

- To make changes to the Platform interface, texts, graphic elements, design, images, photos, and video materials, and other results of intellectual activity, as well as the set of computer programs contained in the information system, ensuring the accessibility of such information at the address **EasyLoansapp.top/loan.oklmnk.com**, including any subdomains;

- To comply with and follow the terms of any contractual obligations with the Executor Company and the norms of the current legislation of the Kyrgyz Republic;

- To promptly provide the Executor Company with the requested information, documents, and to follow the rules and instructions established by the Executor Company, as well as any of its instructions, throughout the entire term of this Agreement, and at any time before and after its conclusion;

- Not to use the Platform or services for any illegal purposes or other purposes not mentioned in this Agreement, not to transfer any account details to any third party, and not to use the Platform in the interests of any third party in any way;

- Not to use any automated device, algorithm program, or methodology, or any similar or equivalent manual process to access, acquire, copy, or control any part of websites, mobile applications, or content, or to reproduce or circumvent the navigation structure or presentation of websites, mobile applications, or any content, in order to obtain or attempt to obtain any materials, documents, or information using any means;

- Not to attempt to gain unauthorized access to any part or function of the Company's services, or any other systems or networks connected to the Company's services, by hacking, password "mining," or any other illegal means, including the use of virtual private networks or any other mechanism that facilitates unauthorized use/access to content or services;

- Not to probe, scan, or test the technical services or any networks connected to the specialized Platform, and not to breach security measures or authentication procedures, forge, falsify, alter any provided documents and Personal Data;

- Not to attempt to trace any information about any other Client of the Company or visitor to the web sites

1). The User has reached the age of 18 or the age of legal capacity to enter into a contract and assume obligations under it in accordance with the legislation applicable in their place of residence or stay;

2). The user is a physically capable and competent individual with sufficient authority to enter into this Agreement;

3). The User has not been prohibited from using, and has not been temporarily restricted in the use of the Company's services and/or Platform;

4). The User currently does not have an Account on the Company's Platform.

- The use of the Platform and services by the Client-Customer is regulated by international requirements for control and economic sanctions. By conducting exchange operations with digital assets on the Platform, the Client agrees to comply with these requirements. The Client is not allowed to perform operations or any transactions on the Platform or use the Services if:

1). The Client is under the control of, or is a resident or citizen of one of the jurisdictions included in the group of high-risk jurisdictions and other controlled jurisdictions according to the definition of the Financial Action Task Force (FATF), or

- to withdraw virtual assets only to their personal electronic wallets created outside the Platform;

jurisdiction that prohibits the use of Cryptocurrencies, or another jurisdiction that has strategic deficiencies in money laundering and terrorist financing regulation, or is subject to a UN Security Council sanctions list (hereinafter referred to as "Country under Sanctions");

2). The Client is under the control of, or is a resident or citizen of an unrecognized country or territory or jurisdiction that requires a mandatory national license or special registration to conduct transactions with digital assets (Cryptocurrency), which the Company may not have;

3). The Client is a person who does not meet any standards, requests, or requirements of this Agreement, or belongs to a high-risk group, including, but not limited to, the factors mentioned above.

**5.4. The Client-Customer has the right:**

- To conduct transactions with the Executor Company for the exchange of one type of virtual asset for another using their own assets;

- To make deposits and withdrawals of fiat currency equivalents only to their personal accounts or electronic wallets;

- To engage in transactions with fiat currency only within the scope of operations to exchange for virtual assets;

- To request explanations and information from the Executor Company on the services provided in the amounts provided for by the legislation of the Kyrgyz Republic;

- To use information specifically provided by the Company's specialized Platform for viewing or downloading from the web site or mobile applications only for personal purposes;

- To receive quality services for the exchange of virtual assets according to the standards and parameters provided for by the legislation of the Kyrgyz Republic;

- To have the security of the transaction within the responsibility of the Parties as defined by this Agreement and the norms of the current legislation of the Kyrgyz Republic;

- To terminate this Agreement with the Executor in the manner provided for by the contract and the norms of the current legislation.

**5.5. Mutual Obligations of the Parties:**

- To maintain confidentiality and commercial secrecy regarding information that may cause harm to the rights and lawful interests of the Parties;

- Not to take actions that may cause harm to the rights and lawful interests of the Parties and/or lead to a violation of the norms of the current legislation of the Kyrgyz Republic;

- To immediately notify each other of circumstances that may lead to a breach of the rights and lawful interests of the Parties and/or the norms of the current legislation of the Kyrgyz Republic;

- To take all possible measures to implement the calculations provided for by this Agreement;

- To properly fulfill the obligations taken under this Agreement.

**6. WARRANTIES OF THE PARTIES AND LIMITS OF LIABILITY**

6.1. The Parties to this Agreement warrant and guarantee that:

- They have the legal authority to enter into this agreement-contract;

- All actions and requirements that allow the Parties to legally accept (sign) this agreement-contract, use their rights, and fulfill their obligations under this agreement-contract will be properly performed and observed;

- The conditions of this agreement-contract and all obligations under it have been accepted by the Parties consciously, voluntarily, without the presence of heavy or other similar circumstances, mistakes, threats, violence, and are not entitled to refer to the existence of these circumstances when signing this agreement-contract.

6.2. The Executor Company hereby informs the Client-Customer, defining the limits of its liability, and the Client-Customer confirms that by signing this agreement and/or any Request/Order, they fully understand and accept the risks stated in Section 1 of this Agreement.

6.3. The Executor Company operates independently of regulated or unregulated brokers.

6.4. The Executor Company does not have access to the Client-Customer's Digital Assets and cannot initiate transactions with their accounts independently.

6.5. The Executor Company hereby informs the Client-Customer, and the Client-Customer confirms that by signing this agreement, they automatically consent to:

- That the Company-Executor, in accordance with the requirements of the legislation of the Kyrgyz Republic, records all transactions in all modes of its operation, with the subsequent storage of the video archive for 5 (five) years from the transaction date for each Request / Order;

- For the photo and video recording of their own image and actions;

- For the processing, storage, and use by the Executor of all the Client's personal data, and/or any of their details, any information about the Client's activities, and/or any related circumstances, obtained by the Executor from the Client in the process of concluding this agreement and/or any accompanying documentation, either before the conclusion of this agreement or in the process of realizing any contractual obligations of the Parties, fully or partially, within the boundaries provided by the norms of the current legislation of the Kyrgyz Republic and this agreement-contract.

6.6. By using the services of the Executor Company, the Client-Customer acknowledges the risks, and the Company may assume that the Client has sufficient experience and knowledge to understand the risks associated with each transaction.

**7. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE**

7.1. In the event of improper fulfillment of obligations under this agreement-contract, the Parties bear liability in accordance with the current legislation of the Kyrgyz Republic and this agreement-contract.

7.2. In the event of damage to the rights and lawful interests of one of the Parties to this agreement-contract, the guilty Party shall compensate for the damage in full. However:

- 7.2.1. The Executor Company is only liable to the Client-Customer for intentional non-performance (improper performance) of the agreement-contract and the norms of the current legislation of the Kyrgyz Republic. In this case, the Executor Company compensates the Client-Customer for any losses/damages incurred by them, in full, unless otherwise provided by the legislation of the Kyrgyz Republic.

- 7.2.2. The Executor Company is not liable to the Client-Customer for any adverse events that may occur to the Client-Customer due to the risks assumed by the Client-Customer as specified in this agreement-contract.

- 7.2.3. The Client-Customer is liable to the Executor Company for any losses/damages caused to the Company due to the provision of inaccurate information by the Client-Customer necessary for the conclusion and execution of this agreement-contract and/or Requests/Orders, and agrees to compensate them in full. In addition to the Company-Executor receiving compensation for such losses/damages, the Company may apply other measures of liability to such a Client-Customer, provided for by the legislation of the Kyrgyz Republic.

7.3. Unless otherwise provided by law, the Company is not liable to the Client for any loss, missed opportunity, material damage, indirect loss, or loss of profit, even if the Company is informed of the possibility of such damage.

7.4. The Company is not liable for events beyond its control, such as transactions processed through blockchain for a specific Digital Asset.

7.5. If the Executor Company takes any legal action

7.5. In the event that the Executor Company takes any legal action against the Client-Customer due to a breach of the terms of this Agreement, the Company shall be entitled to recover any expenses incurred and the Client agrees to pay all reasonable legal fees and expenses associated with such legal actions, in addition to any other expenses incurred by the Company.

7.6. The Client-Customer agrees that the Executor Company shall not be liable to the Client or any third party for the termination of the Client's access to the Company's services due to any breach of the terms of this Agreement by the Client.

7.7. Depending on the Client-Customer's place of residence, there may be other factors that may limit the Client's use of all or part of the services. The Client is solely responsible for complying with the relevant laws, regulations, and any other applicable laws of the territory of their residence (registration) and/or the territory from which the Client accesses the website and/or Platform and/or uses any services.

7.8. The Client-Customer is fully responsible for the password they assign for their account, its security, and protection from disclosure of information.

7.9. The Client-Customer is fully responsible for all actions related to the use of services through their Account using a password, as well as for the security of their own computer systems and technical equipment.

7.10. In the event of losses incurred by the Company due to the Client's fault, the Client is obligated to compensate the Company for the actual damage and lost profits, its officers, directors, shareholders, successors, employees, agents, subsidiaries, and affiliates.

7.11. The Client is fully responsible for the use of services, their actions while using the Platform, any transactions, operations, deals, transactions, provided information, and documentation.

7.12. The Client acknowledges and accepts that any transaction made in a blockchain is irreversible, and the Client-user is fully responsible for providing the correct information about the recipient's wallet for the transfer of Digital Assets in the Platform's services.

7.13. Disputes and discrepancies are resolved by the Parties through negotiations. In the event that an agreement is not reached through negotiations, disputes between the Parties shall be subject to resolution in accordance with the judicial procedure provided for by the current legislation of the Kyrgyz Republic.

**8. NOTICE AND NOTIFICATION**

8.1. Any notifications sent by the Executor Company shall be deemed officially sent and received by the Client-Customer if they are sent to the Client-Customer by at least one of the following methods:

- Sent by the Company by letter to the address indicated by the Client in any of the documents provided to the Company;

- Sent by the Company by email to the email address indicated by the Client in the documents provided to the Company;

- Sent by the Company via mobile communication to the mobile phone number indicated by the Client in the documents provided to the Company;

- Sent by the Company via push notification distribution and/or other means of communication used by the Client and indicated in the documents provided to the Company.

8.2. The date of receipt of the notification by the Client shall be the date of dispatch of the notification by the Company through the appropriate means, regardless of whether the Client received the notification or not. In the case where the Client changes/loses equipment used for operations or communication, and/or changes/loses the mobile phone number and/or changes the address/email address through which the Client receives notifications sent by the Company, and the Company has not been informed by the Client of this in the proper manner, the Company shall not be liable for the Client's failure to receive the notifications or their receipt by third parties.

8.3. If the Client has not informed otherwise, the data indicated in the documents provided to the Company, including but not limited to in Statements or in this Agreement, such as the mobile phone number and email address, shall be considered current, and all information sent to the Client using the last known data to the Company shall be deemed received by the Client.

8.4. The Client is obligated to promptly notify the Company of any changes in the data indicated in the documents provided to the Company and to present properly certified copies of documents confirming such changes, as well as to inform of other circumstances that are relevant for the performance of the Parties' obligations under the Agreement.

8.5. For safety purposes, as well as for marketing and other purposes, the Company has the right to notify the Client of transactions made by them and other information at the electronic address (by sending e-mail notifications) or at the mobile phone number (by sending digital notifications), as indicated by the Client, and to notify the Client by other means of communication (by sending push notifications and other means), for which the Company may use the services of third parties. The aforementioned notifications may be combined by the Company into packages of mass distributions with different lists/types of notifications, and the Company has the right to establish additional methods/types of notification for the Client, beyond the methods mentioned above, as well as to set tariffs for such notifications.

**9. TERM OF THE CONTRACT, LANGUAGE OF CONTRACT CONCLUSION**

9.1. This Agreement-Contract shall come into force from the day the terms are accepted by the Client-Customer and shall remain in effect until its termination by the Parties.

9.2. This Agreement-Contract may be terminated early by the Executor Company unilaterally at any time, without any coordination with the Client-Customer and without prior notification, provided that the Company fulfills its obligations under the current/actual transaction corresponding to the respective Request/Order in full, taking into account the circumstances specified in Section 6 of this Agreement-Contract.

9.3. This Agreement-Contract (Offer) is drafted and posted on the company's internet resource **EasyLoansapp.top/loan.oklmnk.com** in three languages – Kyrgyz, Russian, and English, all having equal legal force.

**10. OTHER CONDITIONS**

10.1. This Agreement-Contract (Offer), as well as any transaction concluded under a Request/Order, is entered into by the Parties with a right of termination, with the right of the Executor Company to suspend and/or cancel this contract and/or any transaction concluded under any Request/Order, and/or to freeze the funds and/or virtual assets received from the Client-Customer, under the following circumstances:

- If the Executor Company discovers that the Client-Customer has not provided or has not completed the necessary documents required for the servicing of the Client-Customer, conducting operations for the exchange of virtual assets, identifying and verifying the Client-Customer and/or their beneficial owner;

- If the Executor Company establishes that the documents and information provided by the Client-Customer are not credible;

- If there is information that the owner or holder of the funds (in the case of freezing funds) in a financial transaction (in the case of blocking a financial transaction) is an organization, individual, including an individual entrepreneur, included in the Sanction List;

- If the Executor Company establishes that the transaction is being conducted by a physical or legal person, group, organization included in the List.

10.2. The sanctions, conditions, and actions of Section 10.1 of this Agreement may be applied by the Executor Company at any stage of the transactions, including the stages of completion and/or execution.

10.3. The Executor Company shall return and/or unfreeze the funds and/or virtual assets received from the Client-Customer under the following circumstances:

- If an organization, individual, including an individual entrepreneur, is excluded from the List;

- In the case of an incorrect crediting of funds and/or virtual assets to the Client-Customer;

- If the Executor Company receives virtual assets from the Client-Customer for rejected (cancelled) Transactions, and/or Requests, the Executor Company shall return to the Client-Customer the virtual assets received from them, in the same amount as they were received, but with the deduction of the blockchain network commission for sending virtual assets to the Client-Customer's virtual wallet address (identifier);

- If the Client-Customer provides all necessary and/or credible documents and information requested by the Executor Company.

10.4. The Parties acknowledge that the existence and terms of this Agreement, as well as any oral or written information exchanged between the Parties in connection with the preparation and execution of this Agreement, are considered confidential information. Each Party shall maintain the confidentiality of all such confidential information and shall not disclose any such confidential information to any third party without obtaining the written consent of the other Party, except for information that:

- Is or will be in the public domain (except for cases of unauthorized disclosure);

- Must be disclosed in accordance with the legislation of the Kyrgyz Republic, court decisions, or other state authorities; or is required to be disclosed to the Company's shareholders, investors, legal advisors, or financial consultants about any transaction arising from this Agreement, provided that such shareholders, investors, legal advisors, or financial consultants are bound by confidentiality obligations similar to those mentioned in this Agreement. The disclosure of any confidential information by the employees or agents of either Party shall be considered a disclosure of such confidential information by that Party, which is responsible for the breach of this Agreement. The terms of this clause remain in effect after the termination of this Agreement for any reason.

10.5. All changes and additions to this Agreement are valid only if they are made in writing and signed by the authorized representatives of the Parties.

10.6. This Agreement may be concluded and/or the current Client-Customer's Request/Order may be accepted/accepted by the Executor Company in the online self-service mode of the Client-Customer, in accordance with the instructions, in electronic form, in a special online form, through the Platform placed on the resource bitbanker.kg.

LLC “EasyLoans”   
Kyrgyz Republic, Bishkek, Frunze St., 393a Reg.   
Cert.: 213697-3301-OOO   
INN: 0250120231024; OKPO: 31709117   
Account: 1350100020080949  
Bank: OJSC “Cross River Bank,” Kyrgyz Republic, Bishkek   
BIK: 135001; SWIFT: AIYLKG22 Corr.  
Account: 7C78USD013 Intermediary   
Bank: Cross River Bank

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