#### **TERMS OF USE**

Last updated: August 25, 2021

This Terms of use (hereinafter – the **Agreement**) is an agreement between the user of the mobile app CryptoCourse (hereinafter – the **User**) and Swiss Investment Century SA (Switzerland), (hereinafter – the **Licenser**). This Agreement regulates the operating procedure for the mobile app CryptoCourse.

This Agreement shall come into force on the date User accedes to Agreement Terms. User's accession to the Agreement shall be deemed to have been completed when User Account has been created.

Provided that User does not consent, fully or partially, to Agreement Terms, User shall not create an Account and make use of apps Functions, or shall delete a previously created Account.

#### 1. DEFINED TERMS

Account – User's account in the App created during registration and allowing to use App Functions. An Account shall belong to an individual User.

Bank – "Belarusian-Swiss Bank "BSB Bank", closed joint-Cryptocurrency company (Belarus).

Bank account – User's account opened in the Bank to use App Functions.

Cryptocurrency Exchange – "Currency Com Bel" limited liability company (Belarus).

Verification – a set of actions aimed at confirming the veracity of data with respect to an individual obtained during registration, including but not limited to, confirmation of telephone number and electronic mail address by User, via entering a confirmation code sent by Licenser.

Application – an offer compiled by User in the App and sent to Cryptocurrency Exchange using the App via a communication channel approved by Licenser and Cryptocurrency Exchange, for the purpose of transactioning. Applications are compiled by pressing on virtual buttons "Buy" and "Sell" in the App and entering data required to compile an application.

Identification - a set of actions aimed at confirming a person carried out by the Bank and the Cryptocurrency Exchange in accordance with their respective internal rules.

Quotation – current price of a financial asset as quoted by a seller or a buyer as, respectively, a selling/buying price at the Cryptocurrency Exchange.

Crypto Assets – tokens, crypto currencies, tokenised assets and/or products using the blockchain technology.

Partners – Bank and Cryptocurrency Exchange.

App – software (a set of software components) allowing User to arrange the buying, selling, receiving, dispatching, storing and monitoring title transfer or otherwise managing Crypto Assets, as well as granting access for User to the Bank account.

Third-Party Services – Cryptocurrency Exchange; Bank; transaction scoring service conducting AML-compliance; guarantor safekeeping the cryptowallet's private keys; analytic data collection service.

App Functions – a set of App Functions/options available to User via the Account.

#### 2. REGISTRATION PROCEDURE. IDENTIFICATION

- 2.1. in order to start using the App, User must undergo the registration procedure create an Account. To create an Account, a User shall:
  - 2.1.1. furnish Licenser with its electronic mail address and mobile phone number;

- 2.1.2. undergo the Verification procedure;
- 2.1.3. create and confirm a safe password to enter the Account. Such password shall consist of ten symbols of the Latin alphabet, contain upper-case and lower-case letters and digits;
- 2.1.4. create a safe session key. Licenser's session time is unlimited. Subsequent access to the Account requires entering the session key.
- 2.2. After creating an Account, Licenser will furnish User with an individual QR code. Saving a backup copy of the QR code will allow User to enter the previously created Account, where User has signed out, and to gain access to User's Account in case of loss, breakoff, or theft of mobile device via another device. After saving the QR code, Licenser will recommend User to print it out on a tangible medium and delete it from the memory of User's device to prevent any third parties' unlawful actions in User's Account.
- 2.3. After creating an Account, User will gain access to limited App Functions. Identification procedure is required to gain access to expanded App Functions.
- 2.4. User Identification procedure is carried out in compliance with rules established by the Cryptocurrency Exchange and the Bank. In order to pass the Identification procedure, a User shall:
- 2.4.1. furnish Licenser with personal data, including but not limited to: full name, gender, date and place of birth, series and number of identity paper, identification number, residential address, by way of entering the data in the electronic form;
- 2.4.2. furnish Licenser with graphical images of documents containing identification data specified in cl. 2.4.1., by uploading photos in the App's interface;
- 2.4.3. pass a knowledge test assessing User's knowledge and skills with respect to crypto currency transactions (crypto test);
  - 2.4.4. undergo the bank Identification procedure:
- a) for citizens of the Republic of Belarus via the Inter-Bank Identification System (hereinafter the IBIS), including but not limited to, via entering the passport identification number / telephone number / electronic mail address, and/or password specified during the IBIS registration;
- б) for persons not being citizens of the Republic of Belarus via the biometric identification system;
- 2.4.5. create a code word for personal identification for the purpose of opprating the bank account.
- 2.5. After User has furnished information required for Identification, Partners will check it in comlpiance with their procedures. During Identification carried out by the Bank and/or the Cryptocurrency Exchange, additional data may be requested. In case Identification is failed, particularly, in case User has failed to furnish any required documents, the Bank and/or the Cryptocurrency Exchange may refuse to service User. However, User will still have access to limited App Functions.

#### 3. SCOPE OF AGREEMENT. APP FUNCTIONS

- 3.1. Licenser herewith grants to User the right to use the App to:
- a) create and afford access to User's cryptowallets;
- δ) arrange transactions with User's Crypto Assets involving dispatching/receiving Crypto Assets supported by the App;
  - B) arrange transactions at the Cryptocurrency Exchange using App's interface;

- r) arrange banking operations using App's interface.
- 3.2. App Functionability are available in full (cl. 3.4) to Users that successfully passed the Identification procedure, while users that have not passed the Identification procedure may only use limited App Functions (cl. 3.3).
- 3.3. Users that have not passed the Identification procedure are allowed to use only limited App Functions, i.e. perform the following actions in the Account:
- 3.3.1. Create a cryptowallet and store Crypto Assets in it. Users are allowed to open wallets for each particular Crypto Asset, and to receive information on wallets' current balance.
- 3.3.2. Obtain Crypto Assets. To obtain a Crypto Asset in its wallet, a User shall copy the address of a chosen wallet as text or as a QR code and share it with the sender.
- 3.3.3. Send Crypto Assets. In order to send a Crypto Asset from his/her wallet, User shall fill in transaction data, including the address of Crypto Asset receiver's wallet, enter the password and where necessary, a confirmation code received on his/her electronic mail address or mobile phone number.
  - 3.3.4. Receive Licenser's and Partner's news in the "Business News" section.
- 3.4. A User that has successfully passed the Identification procedure in accordance with cl. 2.4. of the Agreement, will be allowed to use full-fledged App Functions, i.e. perform the following actions in the Account, apart from those specified in cl. 3.3. of the Agreement:
  - 3.4.1. Receive information about Quotations at the Cryptocurrency Exchange.
- 3.4.2. Execute applications required for opening Bank accounts and issuing bank cards in the Bank.
  - 3.4.3. Receive information about Bank account balance.
- 3.4.4. Gain access to Bank's services for the purpose of replenishing the Bank account. The App will display the forms required to be filled in and the information material required to transfer funds onto the Bank account by any of the following means:
  - a) refilling via the "Settlements" system;
  - б) refilling via bank account;
  - в) refilling via bank card;
  - r) refilling via cash office: the App shows User a map indicating nearest Bank offices;
  - д) refilling from a P2P card by transfer.
- 3.4.5. Gain access to Bank's services allowing to withdraw moneys from Bank account. The App will show the forms to be filled in and information material required to withdraw moneys from the Bank account by any of the following means:
  - a) withdrawal to another bank account;
  - б) withdrawal to bank card;
  - B) withdrawal via cash office: the App shows User a map indicating nearest Bank offices;
  - Γ) withdrawal to a P2P card by transfer.
- 3.4.6. Compile an Application for the purchase, sale and/or exchange of Crypto Assets at the Cryptocurrency Exchange. In order to compile an Application, User shall indicate an amount of sale/exchange of Crypto Assets or a sum of monetary assets to be exchanged (hereinafter Exchange sum). The App's interface will automatically display a respective equivalent in the form of currency / Crypto Asset that User desires to purchase (hereinafter Transaction Sum) on the basis of Quotations / exchange rates as in effect when the Application is being compiled. A total transaction sum will be defined subject to Quotations / exchange rates exchange rates as in effect when the transaction is being conducted, and may differ from Transaction Sum shown to

User in the App's interface when the Application is being compiled, due to fluctuations in Quotations / exchange rates.

- 3.4.7. Gain access to payment/transaction history.
- 3.4.8. Set limits: limit sums of single transactions, total transaction sums, the number of transactions conducted during one day, as well as indicate counterparties not subject to limits. In case of an attempt to conduct a transaction exceeding a fixed limit, User shall provide an additional confirmation of his/her intent by entering a code received on electronic mail address or mobile phone number indicated during the creation of the account. Where User's device allows systemic (by hardwarz) use of his/her biometric data, User may use biometric data to promptly access the Account. However, please be aware that Licenser does not process, and does not gain any access whatsoever to User's biometric data.

# 4. RIGHTS AND OBLIGATIONS OF PARTIES

#### 4.1. Licenser undertakes to:

4.1.1. Provide User with a limited, revocable, non-exclusive license to use App Functions. Such license's period of validity shall commence on the date when User creates the Account and shall terminate on the date when the Account is deleted. The App may be used in any and all countries worldwide.

#### 4.2. Licenser is entitled to:

- 4.2.1. check User information with respect to its veracity and compliance with applicable law, demand from User delivery of documents confirming the veracity of such information, at any time at Licenser's discretion;
- 4.2.2. at Licenser's discretion, conduct checks (AML-compliance) of User and User's operations, in accordance with Licenser's domestic rules;
- 4.2.3. in accordance with any findings of the above-mentioned checks, assume measures to counter legalisation of proceeds of crime, terrorist financing and/or financing of expansion of mass destruction weapons, including but not limited to, decline an operation, and/or restrict / terminate User's access to the App;
- 4.2.4. unilaterally, in its sole discretion, alter/amend this Agreement, as well as App's interface/functions, by publishing a revised version of the Agreement in the App and an updated version of the App. All such amendments shall come into force immediately after such publication and shall be deemed to have been properly brought to User's notice as of the moment of such publication. By continuing to use the Account, User accedes to a new version of the Agreement and to an updated version of the App;
- 4.2.5. limit access to App functions due to managerial and/or technical reasons unilaterally, in its sole discretion, until such reasons be eliminated. Licenser undertakes to promptly resolve any problems relating to App functioning, and where Licenser is not able to do so, to notify User thereof via the App or otherwise;
- 4.2.6. block User's access to the App in case any User's violations of this Agreement are detected;
- 4.2.7 collect, store and process statistical information about User's use of the App for the purpose of analytics and/or marketing, and for the purpose of improving and better stability of App's operation;
- 4.2.8. deny renewal of access to the Account, where User has lost access and cannot confirm that he/she actually owns the Account. To confirm User's ownership of an Account, Licenser may require from User an individual QR code obtained during registration.

# 4.3. User undertakes to:

- 4.3.1. abide by the terms and conditions of this Agreement in a proper manner;
- 4.3.2. promptly notify Licenser of any cases of unathorised use of the Account or other security violations;
- 4.3.3. pay remuneration to Licenser in a manner, in the amount and within the time periods specified in cl. 5 hereof;
- 4.3.4. avoid any actions that might result in App's disfunction, including but not limited to, hacker attacks, use of malicious software (viruses), alteration of App's software, etc.;
- 4.3.5. avoid infringing upon Licenser's intellectual property rights in respect of any material (particularly trademarks, software, photographs, graphic pictures, texts) placed in the App; avoid modifying, selling, or distributing software required for App's operation, in whole or in part;
- 4.3.6. in case of alteration of information furnished for the purpose of registration and Identification, or any amendment of documents furnished as graphic pictures to Licenser in accordance with cl. 2.4.2. hereof, User undertakes to notify Licenser to that effect within 5 (five) calendar days of such alteration/amendment being effected, and to furnish updated graphic pictures of documents containing identification data specified in cl. 2.4.1. by uploading respective photographs in the App's interface.
- 4.3.7 within a reasonable time period, furnish Licenser and/or Third-Party Services with additional information, at their request.

#### 4.4. User is entitled to:

- 4.4.1. use App Functions in accordance with their purpose and in compliance with the terms and conditions of this Agreement;
  - 4.4.2. handle User's personal data in accordance with the Privacy Policy;
  - 4.4.3. apply to Help Desk in case of any problems involving operation/use of the App;
- 4.4.4. apply to Licenser in order to renew access to the Account in case of loss of access. User may confirm that he/she actually owns the Account by providing Licenser with User's individual QR code received during the registration.

# **5. REMUNERATION**

- 5.1. Use of App Functions is free of charge, except as stipulated by cl. 5.2. 5.4. hereof.
- 5.2. Where any operations involving use of the App are commenced, remuneration will be charged by Partners. Partners' services' cost is defined in accordance with their respective internal tariffs/rules.
- 5.3. Licenser is entitled to establish/charge remuneration for the use of the App at any time, as well as establish rates and procedures of payment of such remuneration. By continuing to use the Account, User assumes the obligation to pay remuneration to Licenser.
- 5.4. Information on remuneration charged by Licenser and/or Third-Party Services will be displayed in the "Fees" section of the App.

### 6. INTELLECTUAL PROPERTY

- 6.1. Licenser reserves all rights to the App, its components, any content placed in the App, and other intellectual property, except as expressly provided in the Agreement.
- 6.2. All trademarks, service marks and trade names belong to Licenser. User does not acquire a license or any ownership of any trademarks, service marks or trade names by accessing to the App or using it.

6.3. Subject to the terms and conditions of this Agreement, I Licenser shall grant User the license specified in cl. 4.1.1. only to the extent required by User to use of the App without the right to grant sub-licenses to install, copy and use of the App, as well as without such right with respect to its functions, algorithms, design and other intellectual property objects.

#### 7. WARRANTIES

- 7.1. Warranties of the App is provided as it is without any assurances or warranties of any kind, express or implied, including, particularly, warranties of ownership, no infringements, merchantability and fitness for a particular purpose, and any warranty, derived from the use of the App or its use in commercial activities. Licenser disclaims all warranties not expressly provided for in this Agreement.
  - 7.2. Licenser, its officials, directors, agents, subsidiaries, employees do not give warranties:
  - 7.2.1. that the App will be safe or accessible at any particular time or in any region.
  - 7.2.2. that any defects or errors will be corrected.
  - 7.2.3. that the App does not contain viruses or other malicious components.
- 7.2.4. that the results of using the App will meet User requirements; User uses the App only at its own risk.
- 7.3. No advice or information, whether spoken or written, received from Licenser or elsewhere, shall create any warranty not expressly mentioned in this Agreement.

# 8. INTEGRATION WITH THIRD-PARTY SERVICES

- 8.1. The purchase / sale / exchange of Crypto Assets is carried out through Cryptocurrency Exchange. By initiating the execution of specified operations in Account, User agrees to the terms of use of the Currency.com platform, access at: https://currency.com/static/Currencycom\_terms\_and\_conditions\_v12.pdf. User performs operations and with Crypto Asset on Cryptocurrency Exchange, i.e. a relationship for the purchase / sale / exchange occurs directly between User and Cryptocurrency Exchange.
- 8.2. Application to perform operations with Cryptocurrency Exchange, executed by User through the App, is irrevocable. When performing operations with Cryptocurrency Exchange Crypto Asset is considered to be transferred by User to Cryptocurrency Exchange to execute the transaction if in the appropriate transaction block registry (blockchain) operations on Crypto Asset was publicly reviewed and received at least the following amount of confirmation network of this transaction block registry (blockchain):
  - 8.2.1. regarding crypto currencies Bitcoin two confirmations.
  - 8.2.2. regarding crypto currencies Litecoin four confirmations.
  - 8.2.3. regarding crypto currencies Bitcoin Cash six confirmations.
- 8.2.4. regarding crypto currencies Ethereum, crypto currencies Tether and other tokens standard ERC 20 twelve confirmations.
- 8.3. Crypto Assets is considered to be transferred by Cryptocurrency Exchange to User in execution of the transaction if the operations on their transfer in the appropriate transaction block registry (blockchain) has become publicly reviewable and has received at least one confirmation network of the given transaction block registry (blockchain).
- 8.4. Initiating bank operations specified in cl. 3.4.2., 3.4.3., 3.4.4., 3.4.5. Agreement, User agrees with the Bank's maintenance policy, accessible at: https://www.bsb.by/files/2021/Edinyiy\_dogovor\_raschetno-kassovogo\_obslujivaniya\_fizicheskih\_lits.pdf. Bank is entitled to reject bank operations on its own terms.

- 8.5. The App provides interface with Third-Party Services. LICENSER IS NOT LIABLE FOR ANY CONSEQUENCES ARISING FROM THE USER'S USAGE OF THE THIRD-PARTY SERVICES, AS WELL AS FOR THE FAILURE OR DEFECTIVE PROVISION OF THIRD-PARTY SERVICES.
- 8.6. Since the App provides information (including but not limited to, about the state of Bank account, Quotation), as well as news in the section «Business News» using Third-Party services, User understands and acknowledges, that the provision of such information depends on accessibility, completeness and accuracy of the data provided by Third-Party Services, and accessibility of Third-Party Service, and Licenser does not guarantee accessibility, completeness or accuracy of any such data or Third-Party Service. Licenser is not liable for any User's actions taken based on this data.
- 8.7. User also agrees that the conditions for receiving information from Third-Party Service depend on the terms of Licenser's interaction with Third-Party Service, as well as the rules of Third-Party Service, which can be changed at any time at the initiative of Third-Party Service. Accordingly, such changes are independent of Licenser and may make it impossible or significantly limit the ability to receive information from such a Third-Party Service, which may affect App Functions. Licenser is not liable for such changes.

# 9. LIMITS OF LIABILITY

- 9.1. Under no circumstances shall Licenser, its officers, directors, agents, subsidiaries or employees be liable, in particular:
- 9.1.1. for risks of death, loss, theft of Crypto Assets passed on or received by User before they reach the address (identifier) of the recipient's virtual wallet.
- 9.1.2. for any loss (including but not limited to lost profits, loss data) arising out of the use of the App or in any way related to the use of the App, as well as from negligence, violation by User of the Agreement, Misrepresentation of facts or other;
- 9.1.3. for User's losses if such losses are the result of hacker attacks, computer network crashes (failures), electrical networks, or telecommunications systems directly used by User for the performance specified in cl. 3.1. Agreement and events not caused by Licenser;
- 9.1.4. for technical failures and/or interruptions of the App that occurred through no fault of Licenser, as well as for User's losses arising from such a failure and/or interruption;
- 9.1.5. for all losses that User may incur in case of theft, loss or disclosure of password access in Account or Session Key to third parties, and for use of Account a by third parties without User's permission;
  - 9.1.6. For technical failures, interruptions and Third-Party Services;
- 9.1.7. for failure to perform (improper performance of) obligations under the Agreement if the performance was hindered by circumstances of force majeure (force majeure), which means (especially, but not limited to): a) a strike, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, hurricanes, power outages, communications, software or electronic equipment, epidemics, pandemics and their consequences, which, in the justified opinion of the authorized State body (Chamber of Commerce and Industry) has led to destabilization of the market or markets of one or more instruments; b) suspension, liquidation or closure of the Third-Party Service.
- 9.2. Licenser is not a financial, investment advisor and The App does not aim to replace investment advice. Licenser does not provide any investment or financial advice on specific transactions, nor does it advise User on the tax implications of such transactions. All information provided by User in the App, including background material published or presented in reports, or in connection with services provided by Third-Party Services, should not be considered by User

as advice / recommendation to make transaction or purchase Third-Party Services. User assumes full liability for his/her decisions to execute the transaction as well as the purchase of Partner services.

9.3. In case of User's failure to perform (improper performance of) the provisions of this Agreement, User is liable to compensate Licenser in full (particularly to reimburse Licenser for the amount of the liability measures imposed on him in a foreign country in connection with the conclusion and/or performance of this Agreement subject to the provision by the User of incorrect data and/ or assurances). Licenser is entitled to withhold in whole or in part the amount losses incurred out of the amount of User's non-cash (fiat) money.

#### 10. RESPONSIBLE USE OF THE APP

- 10.1. User is solely responsible for adhering to the applicable law and for having full legal right to use of the App. Any use of the App is at his/her choice, discretion and risk.
  - 10.2. User confirms as a condition to use of the App that he/she:
- 10.2.1. is a person who has reached the age of 18 years or older, established in his/her jurisdiction, to enter into a legally binding contract;
  - 10.2.2. uses the App exclusively for personal purposes;
  - 10.2.3. acts on his/her own behalf and not on behalf of another person;
- 10.2.4. will not carry out criminal or other illegal activities through the App, including but not limited to, the legalization of proceeds of crime, the financing of terrorist activities, the financing of the proliferation of weapons of mass destruction, fraud or any other unlawful activity;
- 10.2.5. does not use the App to evade the application of the law, particularly in the area of preventing the legalization of proceeds of crime, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction, and to carry out fraud or any other unlawful activity;
- 10.2.6. will not download or distribute any software, file or data containing viruses, spiders, robot programs, worms, trojans, or any code or application, that damage or may adversely affect the performance of the App;
- 10.2.7. will not attempt to modify, decompile, reconstruct, or disassemble the App in any way.
- 10.3. User assumes the risks of limiting access to the App installed on its device and the risks associated with ensuring the security of its Account. User is responsible for protecting password and session key and preventing third parties from accessing Account. All actions performed after logging in to Account are deemed to be performed on behalf of User. Licenser does not have access to password, session key, Account and transaction of User.

### 11. THE PROCEDURE OF SETTLING DISPUTES

- 11.1. Any matter not settled by the Agreement is to be resolved in accordance with the law of England and Wales.
- 11.2. Parties will seek to resolve all disputes, disagreements and claims that may arise in connection with the performance, amendment or termination of Agreement, through negotiation. In case of failure to reach agreement as a result of negotiations, these disagreements and contentious issues are to be resolved in the claim (pre-trial) procedure. The Party submitting the claim forwards to another Party a motivated claim to electronic mail address: User's electronic mail address, given in User's Account, Licenser <a href="mailto:support@cryptocourse.app">support@cryptocourse.app</a>. User's claim must be filled and sent in accordance with cl. 11.3.-11.5. Agreement. Party that has received the claim undertakes to consider the claim and send a response within 30 (thirty) calendar days from the

time it is received. In case of the rejection of the claim, in whole or in part or the Party that filed the claim does not receive the respond to the claim within the time-limit for its consideration, Party that filed the claim is entitled to apply to the court. Any dispute arising out of or related to this Agreement shall be settled by arbitration before the Vilnius Court of Commercial Arbitration under the Rules of Arbitration of the Vilnius Court of Commercial Arbitration.

- 11.3. The claim must be sent by User via the electronic mail address specified when Account was created, with a scanned image attached to the letter written on the paper claim signed by User.
  - 11.4. The claim should contain:
- 11.4.1. Full name of User and The person's (persons') to whom the claim is filled (the recipient of the claim), their place of residence (place of stay) or their location;
  - 11.4.2. the date of the filing of the claim;
  - 11.4.3. circumstances on which the claim is based;
- 11.4.4. specific justified User's requirements with reference to the provisions of this Agreement;
  - 11.4.5. claim amount and its calculation If the claim is subject to monetary valuation.
- 11.5 A claim is not subject to review if it is submitted not in accordance with this Agreement and/or its contents are inconsistent with this Document.

# 12. DURATION AND TERMINATION OF THE AGREEMENT

- 12.1. Licenser is entitled to unilaterally, in its sole discretion, reject the Agreement by sending to User notification to the electronic mail address specified when creating Account. This notification contains a Licenser decision to remove User Account.
- 12.2. User is entitled to unilaterally, in its sole discretion, reject the Agreement at any time by sending to Licenser notification requesting that Account be removed at the following electronic mail address support@cryptocourse.app. Such a letter must be sent from the User specified electronic mail in Account of the App. After receiving a letter from User Licenser sends to User a message to the electronic mail address specified by User when registering, in order to confirm the intend to remove Account. After the confirmation of User's request to remove Account, Licenser implements Licenser's decision to remove User Account.
- 12.3. The unilateral rejection of the Agreement by either Party shall entail the procedure for the removal of the Account provided for in section 13 of the Agreement. The Agreement shall be deemed terminated from the moment of the Account's removal.

# 13. ORDER AND CONSEQUENCES OF USER ACCOUNT REMOVAL

- 13.1. The removal of Account entails the termination of User's relationship with Cryptocurrency Exchange.
- 13.2. Within 20 calendar days after sending by Licenser the decision to remove User Account Licenser undertakes to:
- 13.2.1. provide User with transfer of remaining funds (Crypto Assets and monetary funds) into cryptowallet, unrelated to the App;
  - 13.2.2. send to the Third-Party Services request to remove User's personal data.
- 13.3. User agrees that in case of if it does not transfer Crypto Assets within the time specified cl. 13.2., restore his access to Crypto Asset will be impossible.
  - 13.4. Removing a mobile application from a User device does not remove Account.

# 14. OTHER PROVISIONS

- 14.1. By accepting the terms of this Agreement, User agrees:
- 14.1.1. that the information that User stores or transmits using the App can be lost, damaged, or temporarily not accessible due to various reasons, including but not limited to, software failures, changing the protocol by Third-Party Services, Internet failures, force majeure or other disasters, including distributed attacks such as "Denial of Service to Third Parties", planned or unplanned maintenance or other reasons dependent on or independent of Licenser. User is solely responsible for backing up and providing additional copies of any information he/she stores or transmits through the App. Licenser does not provide any application or warranty for the amount of time needed to complete User's requests, which depends on many factors outside Licenser's control.
- 14.1.2. that a contract with the Bank and/or Cryptocurrency Exchange may provide for the Bank to reserve the fiat (non-cash) money of User of the App to cover a possible abrupt change (fluctuation) in the prices purchased under the Application Crypto Assets, thus User is aware of the risk of the Application being executed at a different price than the Crypto Asset that the User had reviewed in the App at the time of the Application, due to the volatility of the Crypto Asset prices;
  - 14.1.3. to receive advertising messages from Licenser and Third-Party Services;
- 14.1.4. with Google LLC Terms and Conditions located at the link below: <a href="https://play.google.com/intl/ALL\_ru/about/developer-distribution-agreement.html">https://play.google.com/intl/ALL\_ru/about/developer-distribution-agreement.html</a>;
- 14.1.5. with Apple Inc. Terms, located at the link below: <a href="https://developer.apple.com/app-store/review/guidelines/">https://developer.apple.com/app-store/review/guidelines/</a>.
- 14.2. The invalidity of a part of Agreement does not entail the invalidity of other parts of it, nor does Agreement as a whole.
- 14.3. Official download channel for software app for iOS system operations devices [link], for devices on the Android system operations [link]. Using of the App obtained from other sources is illegal. The applicable law provides for liability for such use.

# 15. DETAILS

Application Owner Swiss Investment Century SA Switzerland, Corso San Gottardo, 25 6830 Chiasso IBAN: CH24 0866 7005 8457 8131 0 EFG BANK, BAHNHOFSTRASSE, 16, CP 2255, CH-8022 ZURIGO SWIFT:EFGBCHZZ