

# TERMS & CONDITIONS

## 1. GENERAL PROVISIONS

1.1. Oubitando OÜ (hereafter “Oubita”) has the registration address in Harju maakond, Tallinn, Kristiine linnaosa, Laki tn 4, 10621; registration number: 14767515).

1.2. Object of the Agreement:

The present Agreement determines the main terms and conditions between the Client and Oubita’s services including <https://www.oubita.com/> (hereinafter “Website”), the technology and the platform (hereinafter “System”) associated therewith, which are operated and maintained by Oubitando OÜ, when the Client registers in the System, opens a Virtual Currency Wallet, and uses other services provided by Oubita. Besides the present Agreement, relationships between Oubita and the Client related to provision of Services are regulated by legal acts, Supplements to the Agreement concluded with the Client, rules and principles of prudence and justice applied to the Client.

1.3. The present Agreement shall be carefully examined by the Client before he/she decides to register in the System, open a Virtual Currency Wallet and use other Services provided by Oubita.

1.4. Oubita may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating the “Last Updated” date at the top of these Terms. By clicking on an “I Agree” button or checkbox presented with the modified Terms, or by continuing to access or use the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Oubita encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. By using services offered on the website and therein, Client acknowledges that he/she has read these terms and conditions and that Client agrees to be bound by them. If the Client doesn’t agree to all the Terms and Conditions of this agreement, he/she is not an authorized user of these services and Client should not use this website nor its products. If you have any question regarding the use of the Site or Services, please contact our Support Team by filing a support request at [support@oubita.com](mailto:support@oubita.com)

## 1.5. Definitions of key terms used in the Agreement:

### **Company**

Where applicable:

"Oubitando OÜ", company registered and operating under the laws of Republic of Estonia, under the number 14767515, which is registered at: Harju maakond, Tallinn, Kristiine linnaosa, Laki tn 4, 10621; registration number: 14767515. From now on Oubita as a trade name.

### **Business Relationship**

Legally binding relationship established between the Oubita and the Client subject to the use of the Services within the framework of the Agreement. Business Relationship considered to be established if and after the Client is registered in the System and Verified and has read and agreed to the Agreement and our Privacy Policy, by clicking "I Agree with the Terms of Services" button in the System. Respective notice on beginning of Business Relationship shall appear in the System if all registration and verification provisions have been fully performed. The Account and Wallet may be opened, and Services may be provided only after the Parties have entered the Business Relationship as defined above. Business Relationships shall be considered terminated if the Parties have terminated the Agreement and Services are not provided any more.

### **Recipient**

the recipient of the Services is the Client, who engages with the Company for the purpose of conducting cryptocurrency transactions, a natural (private) person indicated beneficiaries of crypto or fiat transfers.

### **Pricing**

Company determines the prices of cryptocurrencies available for trading on its platform based on prevailing market conditions. Clients acknowledge that cryptocurrency prices are volatile and subject to fluctuations. Prices for Oubita services and operations.

### **Percentage-based fees**

Company may charge fees for the Services rendered, which are calculated as a percentage of the transaction amount or based on other factors as specified by the Company. Clients agree to pay the applicable fees for each transaction conducted through the Company's platform. Refer to an amount equal to that percentage of the payment amount, which is charged on incoming/outgoing payment.

### **Client**

a natural (private) person who has registered in the System and created a virtual currency wallet.

### **Client identification**

clients must complete a registration process and provide accurate and up-to-date personal information to establish their identity. Company may request additional information or documentation to verify the identity of clients as required by applicable laws and regulations, establishment of the identity of the Client under procedures specified in the Agreement hereof the System and Oubita AML policy.

### **Verified**

clients who successfully complete the verification process and provide the requested identification documents are considered "Verified Clients." means that Client has completed the identification process.

### **Commission fee**

a fee for a Payment operation and/or related services charged by Oubita.

### **Service**

the services provided by the Company are conducted through the platform or website made available to Clients. The Company endeavors to provide reliable and secure Services but does not guarantee uninterrupted access or error-free operation of the platform. The service of exchanging a virtual currency against a fiat currency and virtual currency wallet service.

### **Oubita Account**

means the result of registration in the Oubita system, during which personal data of the registered person is processed, checked and the person is given a login name, and his/her rights in the system are defined and a user account accessible via the Services where Funds may be stored by Oubita on behalf of a user.

### **Oubita Wallet**

company provides a digital wallet associated with each Client's account to store cryptocurrencies purchased or received through the Services. Cryptocurrencies bitcoins, Ethereum, Litecoin, Dash, Bitcoin cash and other digital assets address or account owned or operated by Client that is maintained and operated by Oubita.

### **External Account**

means any Financial Account or Virtual Wallet Account, from/to which client loads Fiat or Virtual currency into/from Oubita Account/ Oubita Wallet. Clients understand that they are solely responsible for the security and management of their external accounts.

### **Acceptable language**

Clients agree to communicate with the Company and other users in a respectful and appropriate manner, refraining from using offensive, abusive, or inappropriate language, communication language: English, Estonian and Spanish languages.

## **Supplement**

company may provide additional terms or policies that supplement these Terms, such as a Privacy Policy or a Cookie Policy. Clients agree to be bound by such supplementary terms as well, an agreement between Oubita and the Client on provision and usage of separate services provided by Oubita. The Supplement can be identified as an agreement, rules, declaration, plan or in any other way. The Supplement is an integral part of the present Agreement.

## **System**

company maintains a secure and reliable system to facilitate the provision of Services. However, Clients acknowledge that the system may be subject to occasional downtime or technical issues, a software solution on Oubita web pages (<https://www.oubita.com/>), used for provision of Oubita services.

## **Agreement**

an agreement between the Client and Oubita which includes the present General service agreement and any other conditions and documents (Supplements, Agreements, Rules, Declarations, etc.), including but not limited to, information on the websites, references to which are made in the present General service agreement. By using the Services, Clients acknowledge and agree that these Terms constitute a legally binding agreement between the Client and the Company

## **Consent**

Clients give their consent for the Company to process their personal data in accordance with applicable data protection laws and the Company's Privacy Policy. consent of the Client to perform the Payment operation.

## **Password (Passwords)**

any code of the Client created in the System or a code provided to the Client by Oubita for the access to the Account or initiation and management of separate services provided by Oubita and/or initiation, authorization, implementation, confirmation, and reception of Payment operations. Clients are responsible for maintaining the confidentiality and security of their account passwords. Clients must not disclose their passwords to any third parties.

## **Party**

"Party" refers to either the Client or the Company. These Terms establish the rights and obligations of each Party in relation to the provision of Services. Oubita or the Client.

## **Client's contact details**

Clients must provide accurate and up-to-date contact information to the Company. Clients are responsible for updating their contact details in case of any changes, the e-mail address, mobile phone number or other identifier Oubita may notify Client about registration Client Personal Area.

## 2. REGISTRATION IN THE SYSTEM AND CREATION OF THE OUBITA ACCOUNT

- 2.1. The Client who wants to start using Oubita services must register in the System.
- 2.2. During registration in the System, an Oubita Account is created for the Client. The Oubita Account is personal and only its owner, i.e., the Client, has the right to use it (log in).
- 2.3. The Client can have one Account only. If Oubita has suspicions that the Client has opened several accounts, the Oubita may without warning, close the Client accounts or/and terminate the Agreement.
- 2.4. The Agreement comes into force when the Client learns terms of the present Agreement and Privacy Policy, registers in the System, expresses his/her consent to comply with them electronically. The Agreement is valid for unlimited time.
- 2.5. To register in the System and use Oubita services, clients should be at least 18 (eighteen) years old.
- 2.6. Oubita do not provide Services:
1. in high-risk countries and countries subject to financial sanctions imposed by Estonia and according to FATF recommendations. High-risk third country High-risk third country a country specified in a delegated act adopted on the basis of Article 9(2) of Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (OJ L 141/73, 05.06.2015, pp 73–117).
  2. The Client should not be a resident of any country where we do not provide the Oubita Service. A list of non-serviced countries may be amended by Oubita from time to time, without notice.
  3. have not previously been suspended or removed from using our Services.
  4. have full power and authority to enter into this agreement and doing so will not violate any other agreement to which you are a party.
  5. will not use Oubita Services if any applicable laws in client country prohibit from doing so in accordance with this Agreement.

2.7. The Client confirms that s/he has provided correct data about him/herself during registration in the System and that later, when changing or adding data about him/herself, s/he will provide only correct data. The Client shall bear any losses that occur due to submission of invalid data.

2.8. Under circumstances and procedures set out in the Agreement or in the System, the Client shall perform Client identification to initiate or continue the provision of Services. For Client account opening Oubita asks to provide: email address, phone number, passport or ID Card and proof of address/proof of residence. If the Client's turnover at Oubita account is over than EUR 15000.00, Oubita may ask to make video identification and/or provide additional documents on request. Passport, ID card and driving license expiry date should be more than one month. For the proof of address the following documents can be submitted: bill from the Internet service provider, the company supplying gas/ electricity, bank statement, credit card statement. The submitted documents should be no more than three months old on the date of application and should show the name and current address of Client. The local authority tax bill (e.g. council tax) valid for the current year also can be used as proof of address.

2.9. Oubita has the right to require data and/or documents which would help Oubita to identify the Client. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform the identification procedure.

2.10. When performing Client identification, Oubita has the right to demand the Client to provide original documents and/or their copies of documents approved by a notary, or another person authorized by the state.

2.11. Oubita has the right to request from the Client additional information and/or documents related to the Client or operations performed by him/her, and to request the Client to fill in and periodically (at least once a year) update the Client questionnaire. Oubita has the right to demand for the submitted copies of the documents to be approved by a notary and/or translated into at least one of the languages acceptable to Oubita. All documents and information are prepared and provided at the expense of the Client. If the Client does not provide additional information and/or documents within a reasonable term specified by Oubita, Oubita has the right to suspend provision of all or part of the Services provided to the Client.

2.12. The Client shall receive a notification about confirmation of the Account via the email address specified during registration in the System.

2.13. Oubita is entitled to correct the entered by Client data, based on the information provided by the Client, if the mistake is in 1-2 signs. If personal data entered by the Client is very different from provided in proof of identity documents, the request for identification should be declined. If due to inaccurate data the Client has created several Accounts, s/he shall inform Oubita thereof, so that all created Accounts would be merged into one.



### 3. VERIFICATION PROCESS

3.1. The client before doing any operative in OUBITA must verify him/herself. To pass the verification process the client must follow the next steps:

1. On the dashboard you will find “identity verification”
2. Click on “verify” > “Identify me now”
3. Identity documents: client will have to provide the ID in real time. Please be aware of using the VPN in the process of verification. The company has the right to decline the verification process and onboarding of the client if VPN from the third high-risk or sanction countries is detected.
4. Selfie: client will have to move the head around for the liveness check match face.
5. 2nd selfie: clients will have to take a picture in real life with the ID at his/her hand.
6. Proof of address: client will have to provide a proof of address no older than 3 months.
7. KYC Questionnaire: client will have to answer some questions regarding personal data.

### 4. PRICES OF COMPANY SERVICES AND SETTLEMENT PROCEDURE

4.1. The list of prices for Oubita services is available on Supplement №1 Pricing to the Agreement hereof. This list is for information purposes only and is not legally binding for Oubita. Actual list of prices for Oubita services is reflected in the Client personal area in the System. In case that the list of prices for Oubita services is amended, the Client should electronically via the System accept this amendment.

4.2. If Company reduces the general prices of Services stated in the System, new prices are applied even if the Client has not been informed thereof.

4.3. Oubita Commission fees are deducted:

1. during the Payment operation;
2. if Commission fees have not been deducted during the Payment operation, Company has the right to deduct them later;

4.4. The Client confirms that s/he has carefully acquainted with the prices and terms of Payment transfers and also with prices of all Oubita Services that are applied to and relevant for him/her.

4.5. The Commission fee is in EUR.

4.6. The Client commits to ensure a sufficient amount of money on his/her account to pay/deduct the Commission fee.

#### 4.7. Backup of Cryptocurrency Assets:

1. The Client acknowledges that all cryptocurrency assets held on the Oubita platform may be backed up with alternative cryptocurrencies in accordance with platform policies and guidelines.

2. This addition makes it clear that cryptocurrency asset backup with alternative cryptocurrencies is allowed and forms part of the pricing and settlement procedures on your platform.

4.8. All prices reflect the exchange rates identified in the Client's purchase order.

4.9. Oubita does not charge deposit fees. For each withdrawal, a flat fee is paid by users to cover the transaction costs of moving the cryptocurrency out of their Oubita account. Withdrawals rates are determined by the blockchain network and can fluctuate without notice due to factors such as network congestion.

### 5. OPENING OF ACCOUNT.

5.1. Under the present Agreement, a Oubita Account is opened for the Client for an indefinite period of time.

5.2. Oubita Account gives the Client the opportunity to provide a service of exchanging a virtual currency against a fiat currency and to provide a virtual currency wallet service.

5.3. If the Client terminates the Agreement or if Oubita terminates the provision of the Oubita Account service to the Client, money in the Client's Account shall be transferred to the Client's bank account or to the account in another payment system indicated by the Client. Oubita has the right to deduct from such refunded money the amounts that belong to Oubita. In the event of a dispute between Oubita and the Client, Oubita has the right to detain money in dispute until it is solved.

### 6. USAGE OF OUBITANDO OÜ ACCOUNT

6.1. The Client can manage the Oubita Account via the Internet by logging into his/her Account with his/her login name and Password. Clients shall create a strong password that they do not use for any other website or online service.

6.2. If the Client indicates wrong data about the Recipient of virtual and/or fiat currency, it shall be considered that Oubita has fulfilled its obligations properly and shall not repay the transferred amount to the Client. Clients may only cancel an order initiated via the Services if such cancellation occurs before Oubita executes the transaction. Once an order has been executed, the client may not change, withdraw, or cancel authorization for Oubita to complete such a transaction.

6.3. If virtual and/or fiat currency is credited to the Client's Oubita account by



mistake or in other ways under no legal basis, Oubita has the right and the Client gives an irrevocable consent in such cases to deduct the currency from the Client's Oubita Account without Client's order. If the amount of currency on the Client's Oubita Account is insufficient to debit the currency credited by mistake, the Client unconditionally commits to repay Oubita the currency credited by mistake in 3 (three) business days from receipt of the request from Oubita. If the Client notices that virtual and/or fiat currency that does not belong to him/her has been transferred to his/her Oubita Account, s/he shall immediately inform Oubita. The Client has no right to manage currency credited by mistake, which does not belong to him/her.

#### 6.4. The Client confirms that:

1. incoming virtual and/or fiat currency transferred to his/her Oubita Account is not received from illegal activity;
2. the Client will not use services provided by Oubita for any illegal purposes, including the Client's commitment not to perform any actions and operations in order to legalize money received for a criminal or illegal activity.

6.5. Client's confirmations, orders, requests, notifications and other actions performed on websites of third persons or other places by logging in to his/her Oubita Account and identifying him/herself in this way are treated as conclusion of a deal confirmed by electronic signature.

#### 6.6. Management of the Oubita Account via the Internet:

1. In order to carry out a Payment operation via the Internet the Client shall fill in an order in the System and submit it for execution by confirming his/her Consent to carry out the order in the System electronically.
2. Submission of the order in the System is the Client's agreement to carry out the Payment operation and cannot be cancelled.

6.7. If the Client has reached a certain limit on Oubita account (Oubita may define the limit at its own discretion), the Client must follow the steps that Oubita will notify the Client of.

6.8. If Clients have an insufficient amount of Funds in Oubita Account to complete an order via the Services, Oubita can cancel the entire order.

## 7. OUBITANDO OÜ ACCOUNT FUNDS

7.1. To complete an order, a Client must first load Funds to their Oubita Account using one

of the approved External Accounts identified via the Services. Client may be required to verify the External Account that Client uses to load Funds to Oubita Account. The Client is solely responsible for use of any External Account, and agrees to comply with all terms and conditions applicable to any External Account.

7.2. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Oubita makes no guarantee regarding the amount of time it may take to load Funds into Oubita Account.

7.3. Oubita has the right to record and store any orders submitted via any of the methods agreed on with Oubita, and to record and store information about all transactions performed by the Client or according to orders of the Client. Records mentioned in the present clause can be submitted by Oubita to the Client and/or third parties, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming submitted orders and/or executed transactions.

7.4. Oubita has the right to refuse to execute a submitted order if there are doubts that the order has been submitted not by the Client or the submitted documents are falsified. If Oubita has reasonable doubts that the order has been submitted not by the Client or that the documents submitted to Oubita are falsified or doubts about the legitimacy or content of the submitted order, Oubita has the right to demand from the Client to additionally confirm the submitted order and/or submit to Oubita documents confirming the right of persons to manage the Funds held on the Account or other documents indicated by Oubita via a method acceptable to Company at his/her own expense. In cases mentioned in the present clause Oubita acts with the aim to protect legal interests of the Client, Oubita and/or other persons; therefore, Oubita does not undertake the responsibility for losses which may arise due to refusal to execute the submitted order.

7.5. Before executing the Payment order submitted by the Client, Oubita has the right to demand from the Client to submit documents which prove the legal source of money related to the execution of the order. If the Client does not submit such documents, Oubita has the right to refuse to execute the order of the Client.

7.6. Oubita has the right to suspend and/or cancel execution of the order submitted by the Client if it is required by applicable legal acts or due to other reasons beyond the control of Oubita.

7.7. If Oubita refuses to execute the order submitted by the Client, it immediately informs the Client thereof and sends a notification to the Client, except when such notification is technically impossible or forbidden by legal acts.

7.8. Oubita does not accept and does not execute orders of the Client to perform operations on the Account of the Client if money on the Account is arrested, the right of the Client to manage the money is otherwise legally limited, or if operations performed by Oubita are suspended in cases d

7.9. described by applicable legal acts.

7.10. If Funds transferred by the order are returned due to reasons beyond the control of Oubita (inaccurate data of the Payment order, the account of the Recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the Client for execution of the order are not returned, and other fees and costs related to the refunded money and applied against Oubita can be debited from the Account of the Client.

7.11. Client transactions are monitored. The Client should provide Oubita within 3 (three) working days from the moment of receiving the respective request with all the necessary information concerning completed payment operation, including but not limited to explanations, certificates, other documents and information on issues related to payment operation. In case the requested information is not provided by Client or is incomplete or false, Oubita is entitled to suspend provision of all or part of services to the Client or/and terminate the Agreement.

7.12. Oubita may review Client's withdrawal transaction to mitigate any risks and/or prevent money laundering and to ascertain whether the transaction is related to any Prohibited Activity (set in section 8). If risk is identified by Oubita, Oubita reserves the right to refuse the Payment Order.

7.13. Client is able to use only his own assets deposited into his account in Oubita and withdraw funds from his account. Assets and funds including virtual currency that come from the 3rd parties accounts or from the other clients accounts in Oubita is prohibited and will be returned back.

7.14. Be advised that fiat funds held in Oubita account are exclusively for the purchase of Digital Assets or withdrawal to Client approved External Account. The proceeds from the sale of Digital Assets will be credited to your fiat account, less any transactional or other fees. In addition, note that Oubita does not pay interest on fiat free balances held in your account.

7.15. If you have opened an Oubita Wallet, you may only fund your account with digital assets. Oubita will not accept fiat to fund a Digital Assets Only Account. If fiat is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

7.16. Clients agree to maintain in Oubita Account/Wallet a sufficient amount of Funds to meet minimum balance requirements imposed by Oubita for users to engage in currency exchange. Clients acknowledge that if the client does not have sufficient Funds to meet such minimum balance requirements, that Oubita may automatically stop transactions without notice. Oubita may modify such minimum balance requirements from time to time, in its sole discretion.

7.17. Only valid payment methods specified by Oubita may be used for Oubita Services.

7.18. All exchanges of fiat and virtual currency via Oubita Service are final. Oubita does not accept any returns or provide refunds for Clients, except as otherwise provided in these Agreement.

7.19. The Oubita Service of exchange provides more than 48 virtual currencies. Before transferring virtual currency to the Oubita Wallet please contact Oubita support service to check and confirm that the transferred virtual currency is in the list of acceptable virtual currencies of Oubita. If a User transfers a virtual currency that is not supported by the Service to a Oubita Wallet, the virtual currency will be blocked. The Service returns the blocked virtual currency manually, the refund procedure can take up to 60 calendar days. In exceptional cases, if the Service does not have the technical ability to withdraw the blocked virtual currency in manual mode, the refund may be refused.

## 8. SUBMISSION AND CANCELLATION OF THE CONSENT, CANCELLATION OF THE ORDER

8.1. The Payment operation is considered authorized only after the Client gives his/her Consent. The Consent can be confirmed by an electronic signature, the Password or descriptor, and/or other identity confirmation instruments. The Consent confirmed via any of the methods described in the present clause is considered appropriately confirmed by the Client, bears the same legal power as a paper document (Consent) signed by the Client and can be used as evidence when settling disputes between Oubita and the Client in courts and other institutions. The Client does not have the right to challenge the Payment operation performed by Oubita if the Payment order has been confirmed by a Consent submitted by a method defined in the present clause.

8.2. The Client agrees that Oubita, while executing the Payment operation, shall transfer Personal data of the Client possessed by Oubita to persons directly related to execution of such Payment operation – international payment card organizations and other Bank/Companies involved in the execution of the Payment Service.

## 9. PROHIBITED ACTIVITIES

9.1. The Client, when using Oubita services, has no right to:

1. fail to observe the Agreement, any of its Supplements, valid legislation and other legal acts, including but not limited to, legal acts related to anti-money laundering and combating terrorist financing;
2. provide false, misleading or incorrect information to Oubita;
3. refuse to provide information reasonably requested by Oubita;
4. transfer and/or receive money acquired in illegal manner;
5. refuse to cooperate with Oubita in investigation of violations and identification of the Client;

6. use the Account and other services of Oubita in a way which causes losses, responsibility or other negative legal consequences to Oubita or other third parties;
7. undertake any other deliberate actions which could disturb provision of Oubita Services to the Client or third parties or disturb proper functioning of the System;
8. provide services which are prohibited by the law or conflict with public order and good morals;
9. disclose Passwords and other personalized safety features of Payment instruments to third persons and allow other persons to use Services under the name of the Client.
10. breach any law, statute, contract, regulation (including anti-money laundering);

9.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to Oubita due to failure to observe or violation due to the fault of the Client, including but not limited to, clause 8.1 of the present Agreement.

9.3. Access the Services from a country, where Services are not provided by Oubita, according clause 2.6 of the Agreement.

9.4. Use an anonymous account or refrain from attempting to disguise your actual location by using VPN.

## 10. SENDING NOTIFICATIONS OF THE PARTIES, COMMUNICATION AND CONSULTATION OF CLIENTS

10.1. The Client confirms that s/he agrees with provision of notifications by Oubita to the Client by publishing them on the System's website and sending them via email address indicated by the Client during registration in the System.

10.2. The Client confirms that s/he agrees with the provision for communication with Oubita's specialists or support team via telephone, email or messengers (Whatsapp) used from the contact data indicated by the Client during registration in the System.

10.3. Oubita shall have the right to adjust its commission and fees in accordance with any changes in fees charged to Oubita by a third party. Oubita will use commercially reasonable efforts to inform Client of any such fee changes at least thirty (30) calendar days prior to the fee changes taking effect, unless Oubita has been notified by the third party of said changes within a shorter timeframe or is required to pay such charges in a shorter time frame.

10.4. The Client undertakes to check his/her email inbox and other instruments used for reception of notifications indicated on the Account at least once a business day, in order to receive notifications about changes in the Agreement in time.

10.5. The Client must renew the contact data (telephone number, email address and post address) on his/her Account within 1 working day. If the Client fails to renew the contact data on his/her Account, all consequences due to the failure of Oubita to submit notifications to the Client shall fall on the Client.

10.6. Client shall immediately inform Oubita about theft or other loss of his/her personal identity document.

10.7. The Parties shall immediately inform each other about any circumstances significant for execution of the Agreement. The Client shall submit documents substantiating such circumstances (e.g. changes in the name, surname, signature, address, phone number, other contact data, personal document, initiation of bankruptcy proceedings against the Client etc.), whether this information is already transferred to public registers or not in 10 (ten) working days from the date of change.

10.8. If the Client provides Oubita documents which do not comply with requirements set by the legal acts and/or Oubita or reasonable doubts arise to Oubita about the authenticity or correctness of submitted documents, Oubita has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and/or demand from the Client to submit additional documents.

10.9. The Client has the right to learn valid amendments of the Agreement, its Supplements and Pricing on Oubita website at any time.

## 11. AMENDMENTS TO THE AGREEMENT

11.1. Oubita has the right to unilaterally amend and/or supplement terms and conditions of the Agreement by following the notification procedure set forth in the present Agreement.

11.2. The Client has no right to change and/or amend conditions of the Agreement unilaterally.

11.3. If the Client does not agree to amendments or supplements of the Agreement, s/he has the right to refuse from provision of Oubita services and terminate the Agreement notifying Oubita thereof 30 (thirty) days in advance.

## 12. SUSPENSION OF SERVICE PROVISION. TERMINATION OF THE AGREEMENT (REMOVAL OF THE ACCOUNT)

12.1. Oubita has the right to unilaterally and without a prior warning apply one or several of the following measures:

1. suspend execution of transfers;
2. suspend provision of all or part of services to the Client;



3. limit Client's access to the Account;
4. detain Client's money which has caused a dispute;
5. fully or partially suspend Payment operations on the Account and/or the Payment instrument;
6. refuse to provide services;
7. return arrested funds on the Account of the Client to the primary sender of funds.

12.2. In this case, at first funds of primary senders are arrested on the Account of the Client, and if the Client does not perform requested actions (additional identification of the Client, submitting requested documents) within the set time period or if the Client does not submit a reasoned explanation of the indicated case, the arrested funds shall be returned to the primary sender.

12.3. In case Oubita has reasonable suspicions that the Client is engaged in money laundering, financing of terrorism or other criminal activity is processed, Oubita has the right to suspend provision of services without providing the Client with explanation or notification till reasonable suspicions are fully denied or proved.

12.4. The Account and/or the Payment instrument can be blocked at the initiative of the Client if the Client submits request to Oubita and informs Oubita that the Payment instrument of the Client has been stolen or lost in another way, or money on the Account and/or the Payment instrument is used or may be used in another illegal manner.

12.5. The Client has the right to terminate the Agreement unilaterally without appealing to the court, but s/he has to notify Oubita thereof in writing 30 (thirty) calendar days in advance. If the Client terminates the Agreement, money remaining on account shall be returned to the same Client account with which it was canceled.

12.6. Under a request of Oubita the Agreement and its Supplements may be terminated immediately if no operations have been made on the Account of the Client for more than a year.

12.7. Termination of the General agreement does not exempt the Client from appropriate execution of all responsibilities to Oubita which have arisen until the termination.

### 13. CONFIDENTIALITY AND DATA PROTECTION

13.1. The Parties undertake to protect each other's technical and commercial information, which has become known to them while executing the present Agreement. Client undertakes not to transfer technical and commercial information of Oubita to third parties without a written consent from Oubita.

12.1.1. The Oubita is responsible for the safety of cardholder data, as well as for the process of storing and processing cardholder data when the Client makes a transaction in accordance with the Terms of this agreement.

13.2. If the Client loses his/her Account Password or other Passwords, the Client undertakes to change the Passwords immediately or, if s/he does not have a possibility to do it, notify Oubita thereof immediately (not later than within one calendar day) with the help of information instruments indicated in section 10. Oubita shall not be liable for consequences that have originated due to the notification failure.

13.3. After Oubita receives the notification from the Client indicated in clause 12.2., it shall immediately suspend access to the Client's Account and provision of Oubita services until a new password is provided / created for the Client.

13.4. Oubita draws Client's attention to the fact that the email and other instruments linked to the Oubita Account are used as instruments for communication with the Client and/or Client identification instruments. Thus, these instruments and logins to them shall be protected by the Client. The Client is fully responsible for security of his/her email passwords and all the other instruments used by him/her and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the Password used by the Client for a relevant Account or another Payment instrument is entered.

13.5. The Parties expressly agree that messages transferred via mail and email can be considered evidence when settling disputes between Oubita and the Clients.

## 14. LIABILITY OF THE PARTIES

14.1. Each Party is responsible for all fines, forfeits, losses which the other Party incurs due to violation of the Agreement made by the guilty Party. The party at fault undertakes to reimburse direct damage incurred due to such liability to the affected Party. In all cases, liability of Oubita under the Agreement is limited by the following provisions:

14.2. Oubita shall only be liable for direct damages caused by a direct and essential breach of the Agreement made by Oubita, and only for such damages which could have been reasonably anticipated by Oubita during the breach of the Agreement.

14.3. In all cases, Oubita shall not be responsible for the profit and income the Client has not received, loss of Client's reputation, loss or failure of Client's business, and indirect damages.

14.4. Oubita does not guarantee uninterrupted System operation, because System operation can be influenced (disordered) by many factors which are beyond control of Oubita. Oubita shall put all efforts to secure as fluent System operation, as possible; however, Oubita shall not be liable for consequences originating due to System

operation disorders.

14.5. Oubita is not liable for:

1. Money funds transfer from the Oubita Account and for other Payment operations with money on the Client's Account if the Client has not protected his/her Passwords and identification instruments, and they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
2. errors made by banks, payment systems and other third persons;
3. consequences which arise after Oubita legally terminates the Agreement, cancels Client's Account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

14.6. The Client is fully responsible for the correctness of data and orders provided for Oubita and when filling in documents in the System.

14.7. The Client bears all the losses that have arisen due to unauthorized Payment operations these losses have been incurred due to:

- usage of a lost or stolen Payment instrument;
- illegal acquisition of a Payment instrument if the Client has not protected personalized security features (including identity confirmation instruments).

14.8. The Party is relieved from the liability for failure to perform the Agreement if it proves that the Agreement has not been executed due to circumstances of Force Majeure which are proven in accordance with the procedure established by the law. The Client shall notify Oubita about Force Majeure circumstances which prevent execution of the Agreement written within 10 (ten) calendar days after the day of occurrence of such circumstances. Oubita shall notify the Client about Force Majeure circumstances via email or on the System websites.

14.9. The Client should immediately notify Oubita if:

- there has been an unauthorized transaction sent from Client's account;
- there has been unauthorized access to the Client's account

Oubita strongly recommends that the Client monitors his/her account on a regular basis.

## 15. CLIENT'S DISPUTES

15.1. Oubita aims to settle all disputes with the Client amicably, promptly and on

terms acceptable to Parties; therefore, in case of a dispute, Clients are encouraged to, first of all, address Oubita directly. Disputes are solved by negotiation.

15.2. The Client may submit any claim or complaint regarding services provided by Oubita by sending a notification via email or making a phone call.

15.3. The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Client bases his/her complaint on documents which Oubita does not possess, the Client shall also submit such documents or their copies when filing the complaint.

15.4. Terms of examination of claims or complaints of Clients:

1. Oubita shall examine Client's claim or complaint and notify the Client about the decision not later than within 30 (thirty) days, except when legal acts or other Oubita binding acts related to provision of Services (e.g. rules of international payment card organizations) establish a different time limit.
2. If Oubita cannot provide the answer to the complaint of the Client within the time period specified in the clause 14.4.1, Oubita shall inform the Client about the reasons and indicate when the Client will receive the answer;

15.5. If the Client is not satisfied with Oubita's decision, the Client has the right to use all other legal remedies to protect his/her rights.

## 16. FINAL PROVISIONS AND FEES.

16.1. Titles of sections and articles of the Agreement are intended solely for convenience of the Parties and cannot be used for interpretations of provision of the present Agreement.

16.2. Oubita shall not be responsible for execution of tax obligations of the Client, or calculation and transfer of taxes applied to the Client. You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the use of services, website, platform or any other Company product. Company is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Services, Website, Platform. Company makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or

otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

16.3. If any provision of the Agreement is recognized as invalid, the other provisions of this Agreement shall not cease to apply.

16.4. The Agreement comes into effect as provided for in clause 2.4. of the Agreement. The Client can save the text of the Agreement during his/her registration in the System. This agreement is entered into for unlimited duration. The Company reserve the right to terminate and/or suspend your access to our services/website, without giving you prior written notice and delete all related information and files related to your use of our services, website, platform, mobile application, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

16.5. Oubita does not charge any fee when the client deposits via bank transfer. Otherwise, if the client transfers via credit/debit card Oubita will charge 3,1% of the amount deposited.

16.6. Oubita charges a 1,99% transaction fee on all purchases/sales above the amount of 150 EUR and 2,99 EUR transaction fee on all purchases/sales under the amount of 150 EUR. Oubita charges a 1,5% transaction fee on all exchanges above the amount of 150 EUR and 2,99 EUR transaction fee on all exchanges under the amount of 150 EUR.

Crypto exchange: 1,5 % (conversion). Sending crypto (crypto transactions to the network) – mining fee depending on a type of blockchain network.

16.7. Oubita has some amount limits for the withdrawal. The minimum withdrawal amount is 50 EUR. Oubita does not allow the client to withdraw more than 30,000 EUR per month and 10,000 EUR per week.

## **DISCLAIMER**

1. Risk of Loss: The use of cryptocurrencies and participation in cryptocurrency trading involves inherent risks. The value of cryptocurrencies can fluctuate widely, and there is a risk of partial or total loss of funds. Users should carefully consider their risk tolerance and financial situation before engaging in cryptocurrency trading.
2. Volatility and Market Risk: Cryptocurrency markets are highly volatile and subject to rapid price fluctuations. The value of cryptocurrencies can be affected by various factors, including market conditions, regulatory changes, technological advancements, and investor sentiment. Users acknowledge that the Company does not guarantee any specific financial outcomes or returns.
3. No Investment Advice: The Company does not provide investment advice or recommendations regarding the suitability, profitability, or potential risks of cryptocurrency trading. Any information or content provided by the Company

should not be considered as financial or investment advice. Users are encouraged to conduct their own research and consult with financial advisors before making any investment decisions.

4. **Security Risks:** Cryptocurrency transactions involve the use of cryptographic technology and digital wallets, which can be susceptible to hacking, cyber attacks, and unauthorized access. The Company implements security measures to protect user funds, but users should also take precautions to secure their own accounts and digital assets.
5. **Regulatory and Legal Compliance:** Cryptocurrency regulations vary across jurisdictions, and users are responsible for ensuring compliance with applicable laws and regulations in their respective jurisdictions. The Company does not guarantee the legality of cryptocurrency trading or the availability of its services in any specific jurisdiction.
6. **Third-Party Services and Links:** The Platform may contain links or references to third-party websites, services, or content. The Company does not endorse or assume any responsibility for the accuracy, reliability, or legality of such third-party services or content. Users access and use third-party services at their own risk.
7. **System Availability and Interruptions:** While the Company strives to provide uninterrupted access to its Platform, there may be occasions when the Platform is unavailable or experiences disruptions due to technical issues, maintenance, or other factors. The Company shall not be liable for any losses or damages resulting from the unavailability or interruptions of the Platform.
8. **Indemnification:** Users agree to indemnify and hold the Company, its officers, directors, employees, and affiliates harmless from any claims, losses, damages, liabilities, and expenses arising out of or in connection with their use of the Platform, violation of these Terms, or infringement of any rights of third parties.
9. **Modification of Terms:** The Company reserves the right to modify, update, or change these Terms at any time without prior notice. Users are responsible for reviewing the most current version of the Terms before using the Platform. Continued use of the Platform after any modifications constitutes acceptance of the updated Terms.
10. **Limitation of Liability:** To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Platform or the Services provided, including but not limited to losses of funds, profits, data, or business opportunities.

Due to the exchange rate difference, the difference in the time of the transaction, as well as other circumstances affecting the course, the size of the real Commission may be different from the stated. The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company.



Regulatory authorities are carefully scrutinizing businesses and operations associated with cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Company business and even limit or prevent it from developing its operations in the future. The Company will do its best to launch its operations and develop the platform

#### Terms & conditions of the black friday promotion “25 november 2022”

With this promotion you will be able to benefit from a 50% discount on commissions in all purchase and sale operations (Crypto/€).

This discount is only applied to those operations indicated above, being exempt from all conversion operations (Crypto/ Crypto).

This Promotion has a limited duration. It starts on November 25th at 00:00 a.m. and ends at 23:59 on the same day.

Oubita (Oubitando OÜ, legal entity registered in Republic of Estonia with reg.number 14767515) which provides cryptocurrency exchange services provided by Bitlocus LT, UAB (Lithuania) which is registered with Financial Investigation Unit (FNTT).