

General Agreement
MyCoins Terms of Service
Version 1.0

1. Introduction

1.1. Since the Client is willing to open a personal account and receive MyCoins services, the Parties agree to enter into an Agreement, based on which MyCoins services will be offered and provided to the Client. Therefore, for the long-term provision of the above-mentioned services, the Agreement remains in force until the legal relationship between the Parties is terminated. In order to end the legal relationship, the Parties must terminate the Agreement by independent Agreement, in accordance with Article 21 of the present terms and conditions;

1.2. These terms and conditions determine the conditions for opening a Client's personal account and providing services;

1.3. The Agreement between MyCoins and the Client consists of the Client's electronically confirmed consent, as defined in Clause 2.7 of the Terms, to these Terms and, without limitation, any appendixes and/or application(s) to these Terms (if any), which MyCoins may in its sole discretion add and/or change from time to time without further additional consent of the Client, and also from eMoney's Basic Terms.

2. Terms and their definitions used in the Terms

The terms and definitions used in other documents signed by the Parties in connection with the performance of the conditions contained in these conditions and its appendices have the meaning defined below, unless otherwise clearly followed from the context of the document:

2.1. **Statement** - a list of operations performed on the Client's personal account;

2.2. **Bank or Liberty Bank** - JSC "Liberty Bank", (a company established based on the legislation of Georgia, whose identification number is 203828304, legal address Chavchavadze Avenue #74, Tbilisi 0162, Georgia), whose activities are regulated by the National Bank of Georgia;

2.3. **Application** - a written form of MyCoins or posted by it in any remote service channel(s), which, among other data, contains an indication of the services of MyCoins, the completion and confirmation of which is a necessary prerequisite for the client to receive services, the necessary prerequisite of which is, without any limitation, the conclusion of the Agreement,

the declaration of consent to the present terms and conditions in the manner established by the present terms and conditions;

2.4. Assignment - any assignment that the Client gives to MyCoins directly and/or using remote service channel(s) by sending access code(s) to MyCoins in accordance with the Terms;

2.5. Remote services - a set of MyCoins services that the Client can receive using remote service channels;

2.6. Remote service channel - MyCoins website, mobile application and/or any other channel of MyCoins, using which the Client is given the opportunity to receive certain services without visiting MyCoins;

2.7. Consent - indication of the one-time password or other unique access code (OTP) requested by MyCoins sent to the Client's mobile number when opening a Personal account through MyCoins's remote service channel(s) or any other MyCoins channel by the Client to the Agreement, thus confirming the Client's the fact of getting acquainted with these terms, agreeing to them and signing the Agreement;

2.8. eMoney- - jointly "eMoney" LLC (company established on the basis of the legislation of Georgia, identification number 204557540, legal address Chavchavadze Avenue #74, Tbilisi 0162, Georgia) and JSC "eMoney-Georgia" (company established on the basis of the legislation of Georgia, identification number 202376026, legal address, Chavchavadze Avenue #74, Tbilisi 0162, Georgia), which are collectively the provider of the personal account, i.e. eMoney account, through which services can be provided to the client by MyCoins;

2.9. eMoney Account – a virtual (electronic) wallet opened using MyCoins, which is a registered electronic account, and its use is governed by the terms of use of the eMoney account;

2.10. Terms of use of eMoney account – terms of use of eMoney account posted on the website www.emoney.ge [●], which may be changed from time to time by eMoney and which the client accepts by signing the agreement;

2.11. Legislation – valid legislative and sub-legal normative acts of Georgia and international treaties and Agreements included in the system of normative acts of Georgia;

2.12. Client - a natural person who meets the requirements set forth in the Terms and Conditions and who grants MyCoins the unconditional right to process the Client's personal data (including, without limitation, universal identifiers), to receive them from a third party

and to transfer them to third parties within the scope of Article 23 of these terms and conditions;

2.13. **MyCoins website** - MyCoins website www.MyCoins.ge and/or <https://www.credit.MyCoins.ge/> (remote service channel), through which the Client has the opportunity to receive services from MyCoins, including, filling out an application and/or loan application for a loan, review the Agreement, terms and conditions and perform other actions permitted by MyCoins;

2.14. **MyCoins Client Service Center** - MyCoins Client service point, which Clients can contact by phone at +995 322 424 646 and/or by sending an e-mail to the following address: support@MyCoins.ge;

2.15. **MyCoins partner company** - any company that is involved in MyCoins's remote service channel(s) and/or offers joint services to Clients with MyCoins;

2.16. **MyCoins Platform** - the platform operated by MyCoins, which includes without limitation the MyCoins website and/or all other alternative channels available to MyCoins;

2.17. **MyCoins** - "New Digital Technologies" LLC, a company created and existing on the basis of the legislation of Georgia, identification code 405225439, legal address: Tbilisi, Chavchavadze Avenue #29, which provides services to clients in accordance with the contract signed with eMoney;

2.18. **Services** - services requested by the Client through the application/task, which include, but are not limited to, opening and servicing the Client's personal account, trading/converting with and sending/receiving currencies/cryptocurrencies, providing financial advice upon the Client's request, assessing the Client's solvency and financial condition, including transactions and remote services from Mycoins and/or other Mycoins partner companies;

2.19. **Current debt** - any monetary obligation to be fulfilled by the Client to MyCoins, in a specific period of time;

2.20. **Mobile application** - MyCoins mobile application (remote service channel) through which services can be provided to the Client;

2.21. **Party** - MyCoins or the Client;

2.22. **Parties** - MyCoins and the Client jointly;

2.23. **Operation** - any operation related to the Personal account and/or services performed by the Client, including the use of a PIN or other access code(s);

2.24. **Terms** - these conditions, which are an integral part of the Agreement;

2.25. **Personal account** - is the same as the eMoney account, which is opened to the client upon registration through any channel of the MyCoins platform;

2.26. **Universal identifiers** - a set of data provided by MyCoins to the Client, using which the Client is registered in the central identification system and through which it is possible to use several MyCoins remote services and/or remote service channels;

2.27. **“PAY” or “PAY account”** - a bank account (and any of its sub-accounts) linked to a local and/or international bank card issued by the bank. For details see www.smartivi.ge, www.libertybank.ge and/or www.fortuna.MyCoins.ge;

2.28. **Centralized remote service** - that part of the services/remote service channel(s) included in the remote services, which is accessed centrally, using the universal identifiers registered by the Client in the centralized identification system;

2.29. **Centralized identification system** - a system in which the Client's authentication method and universal Client identifiers are registered, using which the Client will use several MyCoins remote services and/or remote service channels;

2.30. **Access code(s)** - codes, passwords, Client name, identification code, universal identifiers and/or other confidential information that MyCoins may provide to the Client for secure access to various services (including, without limitation, remote services);

2.31. **Agreement** - the general Agreement signed between the Client and MyCoins, which without any limitations includes consent, these terms and its appendices;

2.32. **“Termination”** of the Agreement also means the expiration of the normal term of the Agreement;

2.33. The words “including”, “for example” or “such as” do not limit the meaning of the relevant word only to the meaning of the words specified after the said words;

2.34. A word used in the singular includes the same meaning in the plural, and vice versa.

3. MyCoins is obliged to:

3.1. Based on the relevant payment order submitted by the Client to MyCoins, transfer the appropriate amount of money/cryptocurrency from the Personal account within 2 (two) banking days from the submission of the said payment order to MyCoins, except for the cases stipulated by the law;

3.2. Write off the relevant amounts and/or current debt from the Client's Personal account to their creditor's account(s) upon the Client's order, and in the case provided by the legislation and conditions – without the order;

3.3. Receive from the Client and give him/her or issue cash on his/her behalf;

3.4. Upon request, provide the Client with a Personal account statement for the commission fee determined by the applicable rates in MyCoins. Within 7 (seven) calendar days after receiving the statement, in case of non-acceptance of the claim by the Client, the correctness of the information contained in it is considered to be confirmed.

4. MyCoins is authorized to

4.1. If free funds are not enough to make the payment at the time of the operation, stop the operation or not authorize it at its own decision;

4.2. Close the Personal account in case of violation of the terms by the Client;

4.3. Write off the amount mistakenly credited to the Personal account(s) without acceptance and make the Client pay a fine in the amount of 0.5% of the amount used for the said amount/part thereof for each day of its use;

4.4. Write off the current debt of the Client from the Personal account(s) without acceptance, in accordance with the applicable tariffs in MyCoins, as well as the subscription commission fees established in MyCoins for the service of the Personal account(s), as well as the taxes determined by the legislation of Georgia; The Client authorizes MyCoins, at the Client's direction, to transfer cryptocurrency to a digital address on foreign servers through the Blockchain network (hereinafter referred to as the "Blockchain Commission", as defined in Appendix No. 1), to directly debit the transaction fee paid to the Blockchain system from its own account and transfer it through MyCoins. The customer also irrevocably agrees that MyCoins will retain any excess amount of "blockchain fees" paid. In the event that the "Blockchain Commission" exceeds the amount of the commission specified in Appendix 1, MyCoins undertakes to ensure the replenishment and transfer of the commission specified in

Appendix 1 to the “Blockchain Commission” from its own funds. For the avoidance of any doubt, the client acknowledges and confirms, by agreeing to these terms and conditions, that the obligation to pay the commission specified in Appendix 1 belongs to him, and MyCoins acts on his instructions.

4.5. Close, without prior notice to the Client, the Client's Personal account(s) that meet all of the conditions set forth below:

4.5.1. There is no turnover on the Personal account(s) at least during the last 6 (six) months;

4.5.2. There is no cash and/or cryptocurrency balance on the Personal account(s) and no unauthorized overdraft is permitted/originated;

4.5.3. service fee for Personal account(s) has not been paid/paid for at least the last 6 (six) months;

4.5.4. Personal account(s) are not connected to any kind of services (the provision specified in this paragraph shall not apply to overdraft);

The conditions for closing Personal account(s) specified in this clause of the terms and conditions apply to all types of Personal account(s), regardless of how the current/future Agreement/document between MyCoins and the Client regulates this issue, unless otherwise specified in the said Agreement/document, the Personal account(s) closing conditions set forth in these Terms shall take precedence over the terms set forth in this clause of the Terms.

5. The client is obliged to:

5.1. In case of using the funds deposited by mistake, return the mentioned amount to MyCoins and pay a fine of 0.5% of the used amount for each day of its use;

5.2. Be responsible for the correctness of filling out the application and/or loan application and to notify MyCoins in writing of all changes in the information specified therein within 5 (five) banking days;

5.3. Any kind of changes and/or cancellations made in the authorization document and/or information specified in Article 7 of the terms and conditions submitted to MyCoins shall be notified in writing to MyCoins within 5 (five) banking days after the occurrence of the said circumstances. In case of non-fulfillment of the obligation defined by this clause by the Client, MyCoins shall not be liable for any damages. The notification obligation specified in the

mentioned paragraph applies unambiguously to all the documents submitted to MyCoins, by which the Client is authorized to act on his/her behalf;

5.4. Pay all the commission fees established in MyCoins for the performance of operations, as well as for the service of the Personal account, in accordance with the applicable tariffs at that time;

5.5. Pay MyCoins the full amount of the overdraft (unauthorized overdraft) on the Personal account;

5.6. Pay MyCoins a fee for using an overdraft (unauthorized overdraft) on the Personal account in accordance with the applicable rates at that time.

6. The client is authorized to:

6.1. Receive the previous month's statement in MyCoins no later than the fifth calendar day of each following month;

6.2. Submit claims to MyCoins within 7 (seven) calendar days after receiving the statement;

7. STATEMENTS AND WARRANTIES

7.1. By consenting, the Client confirms that:

7.1.1. Is a legal entity created in accordance with the legislation of Georgia, or an individual who has reached 18 years of age;

7.1.2. Has full (unlimited) capacity, is not under the influence of narcotic, alcoholic, psychotropic or toxic drugs, is not under the influence of error, fraud, pressure, threats or any other unlawful influence and is not the object of violence, threats, deception, misrepresentation or any other prohibited action on the part of MyCoins or any third party, is fully aware of the content of the manifestation of his/her will, the essence of the provisions of the terms and conditions and the legal consequences arising from it;

7.1.3. The Client has full authority (or will obtain appropriate authority) to sign and perform the obligations under these Terms or any other Agreements and applications;

7.1.4. The performance of the operation provided for in the conditions will not violate the terms of other Agreements or other obligations of the Client (if any) or any law, statute, rule,

decree, judgment, order, reference, court order or restriction imposed by a federal, state or regulatory, judicial or arbitral authority, the compliance of which is the Customer's responsibility. The performance of the operation specified in these terms will not contradict or violate any Agreement, Agreement, license or other Agreement to which the Client is a party;

7.1.5. Is permitted to open a Personal account and receive MyCoins services according to the laws of its country of residence;

7.1.6. Has no unfulfilled or overdue loan obligations to MyCoins and/or any third party;

7.1.7. Is not registered in the register of debtors;

7.1.8. Does not have a negative credit history and there are no obligations that negatively affect its solvency;

7.1.9. Has become familiar with the terms and conditions and these terms are acceptable to him;

7.1.10. All data presented by him is accurate;

7.1.11. S/he has obtained all necessary consents, permissions or powers of attorney to open a Personal account, receive services and/or qualify for the offer;

7.1.12. The conclusion and execution of the Agreement does not cause/causes the violation of the contractual, judicial (including arbitration court), legal and/or other obligations, which s/he is responsible for protecting;

7.1.13. At the time of opening the Personal account and/or at the time of the offer, s/he is not involved in any dispute (as a claimant, defendant, third party or otherwise) thereby jeopardizing his/her assets/property and/or his/her fulfillment of the terms;

7.1.14. The Client is not engaged in or participates in any illegal activity (including money laundering, arms trafficking, terrorism or other illegal activities) under the laws of any jurisdiction (which includes the laws of Georgia and the laws of the country of which the Client is a citizen);

7.1.15. During the opening of the Personal account, during the offer and for the entire period of validity of the Agreement, its activities and/or actions are/will be in compliance with local and/or international legislation;

7.1.16. During the opening of the Personal account, during the offer and for the entire period of validity of the Agreement, it protects and will protect the terms of any Agreement and/or other transaction, and/or other obligations, the non-fulfillment of which may have a negative impact on the fulfillment of the obligations assumed by the Client under the terms;

7.1.17. During the opening of the Personal account, during the offer and for the entire period of validity of the Agreement, s/he does not/will not commit any violations of local and/or international law (administrative, criminal and other), including, without limitation: terrorism, drug crimes, crimes against public security and Crime against the order, crime against cultural heritage, crime against environmental protection and the rule(s) of use of natural resources, crime against human rights and freedoms, crime against population health and public morals, crime against entrepreneurial or other economic activities and monetary credit system;

7.1.18. His/Her action is not/will not be aimed at deceiving MyCoins and/or any third party. Taking into account the mentioned principle, the document and/or information submitted by him/her to MyCoins for the conclusion of the Agreement or based on it and its execution is/will be true, accurate and complete at the moment of its presentation;

7.1.19. Unless otherwise agreed by MyCoins, the Client is obliged not to incur any additional debts and/or not to assume such obligations, thereby jeopardizing his/her property, solvency, and/or his/her fulfillment of these terms and conditions;

7.1.20. S/He will conscientiously, completely and thoroughly fulfill the obligations assumed by the conditions;

7.2. After the opening of the Personal account and/or the offer, until the termination of the Agreement, MyCoins is entitled to search/verify and transfer any, including personal information and/or universal identifiers, specified by or related to the Client (including, without limitation, MyCoins's partner companies, JSC Creditinfo Georgia, National Agency of Public/Civil Registry, Service Agency, Police, Ministry of Justice and Ministry of Internal Affairs and any other third party) in accordance with Article 23 and Appendix #2 of these terms and conditions, which the Client declares in advance unconditional consent. The Client understands that providing false information may be the basis for refusing to provide services and the Client's personal responsibility (including criminal liability);

7.3. The Client declares his/her consent to the conversation between the Parties during the telephone connection with MyCoins (outgoing/incoming calls), under the conditions recorded in the ATMs of MyCoins's partner companies, partner banks and recorded by the cameras of

MyCoins's and/or the video/photo material related to the services provided by the conditions recorded by the cameras of its partner companies' branches and service centers shall be recorded by MyCoins and used in cases established by law;

7.4. The Client agrees to these terms and conditions, and declares his/her consent to, if necessary and/or requested by MyCoins, extend or complete his/her registration on the MyCoins website and/or in other remote service channel(s) in case of registration with MyCoins partner companies, and understands and unconditionally consents to the fact that MyCoins, in order to provide services under these terms, MyCoins and MyCoins's partner companies will provide each other with Client information and process such information in accordance with Article 23 of these terms;

7.5. The aforementioned statements and warranties of the Client are valid until the Parties fulfill their obligations under the Agreement in full and on time, regardless of the full or partial termination of the Agreement;

7.6. The Client shall immediately notify MyCoins in writing of all circumstances(s) that may conflict with its said statements and/or cause a breach of said warranties; Also, about the beginning or occurrence of any such circumstances, which will endanger the Client's assets/property and/or the full and timely performance of the obligations assumed by the Agreement and/or related conditions and other Agreement(s);

7.7. Said statements are not dependent on any information of which the Client has actual or other knowledge and such shall not limit any claim against the Warranties or limit the reimbursement of amounts provided for in these Terms;

7.8. The Client ensures by all means that the persons connected with him/her during the entire term of the Agreement do not carry out such an action that will lead to the violation of the warranties given here;

7.9. After the Agreement enters into force, the Client immediately informs MyCoins in writing about such circumstances that may lead to a violation of the warranties given in the conditions or contradict the mentioned statements;

7.10. The Parties acknowledge and agree that MyCoins is entering into an Agreement based on the statements, warranties and obligations contained in these Terms and considers them to be the terms of the Agreement. Accordingly, after the conclusion of the Agreement, the violation of the statements, warranties and obligations stipulated in this article is a sufficient reason for MyCoins to unilaterally refuse to provide all or any of the services provided for in

the Agreement and terms. In such a case, the Client is obliged to return the payments made within the framework of the Agreement and terms and any other amount, including the current debt, within the period indicated by MyCoins, but no later than 15 (fifteen) working days after termination.

7.11. In the event of a breach of these statements (without limiting MyCoins's right to claim damages resulting from such breach of warranty), if the Client fails to remedy such breach within 10 (ten) banking days after receiving notification of the breach, the Client agrees to indemnify MyCoins for damages and to protect MyCoins from any damages (including without limitation consequential damages), claims, costs (including without limitation costs incurred by MyCoins in enforcing its rights), legal proceedings and any other liability that may arise as a result of such breach.

8. Additional terms of Personal account

8.1. The Client authorizes MyCoins to accept and act on its instructions that the Client provides to MyCoins in writing, by telephone, electronically or in any other form acceptable to MyCoins (including, without limitation, using remote service channel(s)). In the event that the Client's orders are not made in writing, in particular, they are not signed by the Client, MyCoins has the right to accept and implement them, if the security procedure established by MyCoins is followed;

8.2. The Client must always have free funds in the Personal account until:

8.2.1. The Client withdraws money using any MyCoins channel;

8.2.2. The Client performs any type of payment operation related to money/currency/cryptocurrency;

8.2.3. The Client requests MyCoins to carry out a transaction electronically, via telephone or using any other MyCoins channel (including, without limitation, remote service channel(s));

8.2.4. The deadline for carrying out any other operations, the funds of which have not yet been deducted from the Personal account;

8.3. The Client will be responsible for all operations performed on the Personal account before or after its closure;

8.4. Personal account may include sub-accounts/accounts in GEL, USD and Euros and/or other currencies that MyCoins may make available to the Client from time to time, at the option of the Client. The Client is entitled to open such sub-accounts free of charge in one or more currencies (depending on availability);

8.5. The Client is entitled to receive certain services only in the currency in which the relevant sub-accounts/accounts are denominated. If the balance on the relevant sub-account/account is not sufficient to carry out the operation desired by the Client, the Client is entitled to convert his/her funds from his/her other sub-account/accounts, in which case the currency/cryptocurrency exchange rate specified in MyCoins for the said conversion period is used;

8.6. The client is not accrued interest on the balance of funds and/or cryptocurrency on the client's personal account;

8.7. The Client is entitled to withdraw funds from his/her Personal account, but in this case the Client will be required to undergo a personal identification process. In the case of withdrawal, there is no minimum amount restriction, but the funds in the Client's Personal account must be sufficient to cover the corresponding withdrawal fee. The Client can choose the withdrawal method along with the withdrawal request;

8.8. Personal account is not a bank account. In case of insolvency of MyCoins, the Client may lose the electronic money and/or cryptocurrency in his/her Personal account, however, MyCoins strictly adheres to the legal requirements stipulated by the law to ensure the safety and liquidity of the funds deposited in the Client's electronic money and/or cryptocurrency Personal account;

8.9. The electronic money in the Personal account belongs to the individual who is registered as the owner of the Personal account. No one other than the owner of the Personal account has any rights to the funds in the Personal account, except in the case of inheritance. The Client is not authorized to transfer or transfer his/her Personal account to another third party or otherwise transfer to any third party a legal or equitable interest in such account;

8.10. The corresponding amount of the displayed cryptocurrency balance in the Personal account belongs to MyCoins and is stored: a) on MyCoins-owned servers administered by "Amazon" and/or trusted companies of similar scale in Europe and North America; b) in the so-called cold storages (Cold Storage) owned by MyCoins. Cold storage is an electronic wallet that does not have access to the Internet, which protects it from unauthorized access, cyber-attacks and other security flaws that systems with open access to the Internet may have.

Nevertheless, it is still not possible to warranty the absolute security of cold storage, c) with international cryptocurrency exchangers, on servers administered by them. MyCoins selects cryptocurrency exchangers based on their reputation, size, favorable commercial conditions (which are usually better with large cryptocurrency exchangers), regulatory quality (all other things being equal, the higher the regulatory environment in which a cryptocurrency exchanger operates, the more secure Client funds are with cryptocurrency exchangers), technical-technological and security quality, quality of Client service (which includes without limitation the speed of transactions carried out and their security) and others Based on evaluation of public information. Despite MyCoins's efforts to select a safe and reliable cryptocurrency exchanger as a partner, due to the fact that the activities of cryptocurrency exchangers in general in the world are not yet properly regulated, as well as limited access to their financial statements audited by international standards, there is no warranty that such cryptocurrency exchangers will remain liquid and solvent in the future, and/or that their technological systems will withstand hacking attacks (which, other things being equal, are more likely for large cryptocurrency exchangers). In the event of such an unexpected event, such as a hacking attack on cryptocurrency exchangers and/or any other security breach of their servers, MyCoins shall not be held liable for any loss that may be suffered by its Clients as a result of such an event. The Client has the right to request at any time the corresponding amount of the cryptocurrency balance shown in his/her Personal account to be sold in whole or in part at the exchange rate(s) available on the MyCoins and/or Mycoins website and/or to transfer it to a digital address on other foreign servers, and MyCoins is obliged, based on such an order of the Client, to transfer to the Client the crypto-currency corresponding to the order in the possession of MyCoins to the digital address on the foreign servers requested by the Client or sell/convert cryptocurrency at the rate(s) available on the MyCoins and/or Mycoins website to the currency requested in the Client's order and credit the Client with the proceeds from the sale/conversion of this cryptocurrency to the Client's Personal account. In case the Client receives cryptocurrency on his/her Personal account, based on the Client's unconditional consent, this cryptocurrency is instantly transferred to the property of MyCoins on the above-mentioned servers and/or servers administered by cryptocurrency exchangers and/or in cold storage (Cold Storage) for the purpose of storage and the corresponding balance of which will appear to the Client to the Personal account, until MyCoins receives the transfer or sale order from the Client;

8.11. The Client's Personal account may be subject to deposit and withdrawal limits, depending on the Client's Personal account verification status and his/her address and country;

8.12. In some cases, MyCoins may not accept a deposit into the Personal account and may require the Client to close the Personal account.

9. Opening a Personal account

9.1. In order to use the MyCoins services, the Client is in the first place obliged to open a Personal account on the MyCoins website or use other channels (including, without limitation, remote service channel(s)) based on the registration of his/her personal data. During the registration process, the Client is obliged to agree to these terms and conditions of privacy and security of MyCoins. The Client is obliged to print out and keep a copy of these terms and conditions for future use. For the avoidance of doubt, the Client's Personal account may also be opened through various electronic and/or physical channels, including, without limitation, channels of MyCoins partner companies, partner banks/bank ATMs, MyCoins contractors and/or other persons and/or channels authorized by MyCoins to open Personal account;

9.2. The Client is entitled to open several Personal accounts;

9.3. The Client is authorized to open a Personal account only if this is permitted by the legislation of the Client's country of residence. By opening a Personal account, the Client states and warrants that the Client does not violate any laws or regulations by opening Personal account. The Client is obliged to protect the interests of MyCoins and to compensate MyCoins for all damages that it has suffered as a result of the Client's violation of the requirements stipulated in this clause;

9.4. The information provided by the Client during the registration process and thereafter at any time must be accurate and true;

9.5. During the registration process, the Client is obliged to determine for what purposes s/he will use the Personal account - for individual or business activities. In case the Client plans to use his/her Personal account to carry out business activities, the Client is obliged to notify MyCoins about this. If the Client declares that s/he will use his/her Personal account only for individual purposes, in such a case, the Client is not authorized to use it for business activities. Acceptance of payments arising out of or in connection with any type of business activity shall be deemed to be business use of the Client's Personal account. MyCoins reserves the right to determine, in its sole discretion, whether a Client is using a Personal account to conduct business. The Client is obliged to contact MyCoins's Client service center if s/he is not sure whether his/her activity is considered a business activity or not.

10. Using a Personal account

10.1. The Client is obliged to ensure that the information in his/her Personal account is accurate and up-to-date. MyCoins will not be responsible for any damage caused by the Client's failure to fulfill the said obligation. MyCoins has the right to request from the Client at any time confirmation of the correctness of information or presentation of documents or other evidence;

10.2. Information about uploading funds, receiving payments, converting/buying/selling/sending money/currency/cryptocurrency, making payments, cashing out funds, receiving and repaying loans/tranches and related fees are reflected in the online statement. Each transaction is assigned a unique transaction identification number, which is also available in the online statement. The Client is obliged, in case of communication with MyCoins regarding a specific operation, to indicate the mentioned identification number. The Client is obliged to regularly check the balance and statement on his/her Personal account and promptly notify MyCoins of any inaccuracies and inconsistencies or, in order to clarify the information, contact the MyCoins Client service center with a question.

11. General Terms and Conditions for Remote Services and Remote Service Channel(s).

11.1. The Client acquires the right to use remote services upon registration in the centralized identification system. In addition:

11.1.1. The right to use remote services is granted to the Client automatically upon opening a Personal account, and this right is activated by transferring the access code;

11.1.2. Activation of the right to use remote services is carried out by the Client through the use of universal identifiers;

11.2. The Client is responsible for all orders that s/he gives to MyCoins after passing special security procedures, until s/he stops using the remote service. This implies responsibility for the assignment or any error made in completing said assignment that was submitted by a third party. The Client must not leave the device connecting to the remote service unattended while it is connected to the network;

11.3. The Client shall not use the remote service if it results in overspending of his/her Personal account without MyCoins's prior consent or if the agreed spending limit is exceeded;

11.4. The Client shall be responsible for any operation he/she performs through the remote service channel(s) after the expiry of said service usage period;

11.5. MyCoins will make every effort to provide the Client with remote service/remote service channel(s), but MyCoins shall not be liable in the event that such service cannot be provided to the Client due to reasons beyond MyCoins's control. This includes cases where the MyCoins system or remote service/remote service channel(s) are interrupted due to system updates and improvements;

11.6. To protect the Client and/or his/her own interests, MyCoins may suspend or restrict the Client's use of the Remote Service/Remote Service Channel(s) or part thereof. MyCoins will notify the Client of the above as soon as possible. MyCoins may also terminate the Remote Service/Remote Service Channel(s) or part thereof at any time;

11.7. The Client is obliged to pay a specific remote service subscription fee;

11.8. The Client authorizes MyCoins to execute all oral or electronic instructions that the Client gives (or appears to have given) through the remote service channel(s);

11.9. The Client agrees and authorizes MyCoins, based on the order (application) sent by the Client through the remote service channel(s), to provide the Client with the opening of an additional Personal account in accordance with the conditions established in MyCoins, if at the time of the Client's application to MyCoins, the Client already has one in MyCoins has opened Personal account;

11.10. MyCoins shall not be deemed to have breached the Terms and shall not be liable for any damages where:

11.10.1. Remote service (or part thereof) cannot be implemented due to reasons beyond MyCoins's control;

11.10.2. Client's security details (in particular, access codes) have been used in an unauthorized manner, unless such unauthorized use was caused by MyCoins's gross negligence, negligence or willful misconduct;

11.10.3. One of the primary goals of MyCoins is the security of its digital infrastructure and/or servers, and its commercially and operationally important information is stored on servers administered by Amazon and/or trusted companies of similar scale in Europe and North America. Also, MyCoins has placed Clients' funds in the leading banks of Georgia, which have introduced developed and advanced information technologies and pay great and growing

attention to technological security and protection of Clients' funds. Also, MyCoins may store some cryptocurrency balances with international cryptocurrency exchangers on servers managed by them. MyCoins selects cryptocurrency exchangers based on their reputation, size, favorable commercial conditions (which are usually better with large cryptocurrency exchangers), regulatory quality (other things being equal, the higher the regulatory environment in which a cryptocurrency exchanger operates, the more secure the Client funds with the cryptocurrency exchangers), based on the assessment of technical-technological and security quality, Client service quality (which includes without any limitation the speed of transactions and their security) and other types of public information. Despite MyCoins's efforts to select a safe and reliable cryptocurrency exchanger as a partner, due to the fact that the activities of cryptocurrency exchangers in the world in general are not yet properly regulated, and access to their financial statements audited by international standards is limited, there is no warranty that such cryptocurrency exchangers will remain liquid and solvent in the future and/or that their technological systems will withstand hacking attacks (which, other things being equal, are more likely for large cryptocurrency exchangers). Also, MyCoins may keep a part of cryptocurrency balances in its own cold storages (Cold Storage). However, in the event of an unexpected event such as a hacking attack (including on banks or server infrastructure rental companies with which MyCoins cooperates) or on international cryptocurrency exchanges with which MyCoins cooperates) or cold storage (Cold Storage) and/or other security breaches of servers, MyCoins disclaims all responsibility for any loss that may be suffered by its Clients in the event of such an event;

11.10.4. MyCoins has not received the order(s) sent by the Client;

11.10.5. The Client has provided MyCoins with incorrect or incomplete information;

11.10.6. A third party was involved in the telephone or Internet connection between the Client and MyCoins;

11.11. MyCoins may change the terms described in Article 11, as well as the provisions contained in the relevant appendices or clauses of the terms at any time in order to adapt it to market conditions, new rules established in MyCoins and relevant legislation;

11.12. Registration of universal identifiers required for using the centralized remote service in the centralized identification system, as well as receiving and restoring the user name and password, replacing the mobile phone number, the Client can perform using the remote service channel(s) or other channels;

12. Protecting the security of your Personal account, Remote Services and Remote Services channel(s)

12.1. The Client is obliged to keep his/her Personal account access codes safe at all times and never disclose them to third parties. MyCoins employees will never ask the Client to submit his/her access codes to any third party. The Client is obliged to notify Mycoins of any message received by him, or any website other than the Mycoins website, the websites of persons connected with Mycoins (including Mycoins partner companies), which requires the use of personal account access codes. The Client must contact the MyCoins Client Service Center if s/he suspects that any of the above websites are not genuine.

The Client is obliged to:

- upon receipt of access codes, remember and immediately destroy them;
- never disclose the details of the access code(s) to a third party (in this case, MyCoins employees who directly transfer the access code(s) to the Client or change the access code(s) or change the access code based on the Client's instructions are not considered as third parties activation (s) as well as in any other case when the MyCoins employee's access to the access code(s) is necessary for the solution of a specific problem and/or for the implementation of the relevant service);
- never enter access code(s) into software that automatically stores information (for example, a computer's "password saver" function or other similar Internet function);
- never write access codes so that third parties can recognize them;
- not allow other persons to use the Client's Personal account or monitor the Client's access to his/her Personal account;
- not to choose an easy-to-guess password that can be obtained by another person; or
- not to choose a password that has a certain meaning;

12.2. The Client is obliged to change his/her password and immediately contact the MyCoins Client Service Center if the Client has reasonable suspicion that his/her Personal account access information, password or other security access code(s) or means have been stolen, lost, misappropriated, unauthorized used or otherwise appropriated. Delay by the Client in notifying MyCoins will not only affect the security of the Client's Personal account but will also result in the Client being liable for any loss/damage. If the Client suspects that his/her Personal account has been used by another person without the Client's consent, the Client is also obliged to inform the police about this fact;

12.3. MyCoins is entitled to suspend or otherwise restrict the operation of the Client's Personal account at any time if MyCoins suspects that the Client's Personal account has been used by another person without the Client's permission or it has been otherwise appropriated.

12.4. The Client shall also take all reasonable steps to ensure that the Client's e-mail accounts are secure and are under the sole use of the Client, as the Client's e-mail address may be used to recover passwords/access codes or to communicate with the Client's Personal account. In case the e-mail related to the Client's Personal account has been used illegally, the Client is obliged to immediately notify the MyCoins Client service center and the Client's e-mail service provider;

12.5. If the Client uses a public or shared computer to access the Personal account, the Client shall ensure that the access codes to the Client's Personal account are not stored in the web browser or cache. If the Client uses a personal computer, in such case the Client shall ensure that only the Client uses said computer. The Client is obliged to never use any computer function that allows Personal account access codes to be saved and remembered on the computer;

12.6. In order to protect the security of the Client's information and its operations, MyCoins is entitled at any time to create additional measures to identify the Client, including without limitation, to require additional access code(s) created through a special device, program or other digital and/or electronic access code. use (s) provided by MyCoins to perform certain operations;

12.7. The Client is obliged to protect the security and confidentiality of any information related to the use of the Personal account, which includes without limitation identification data, universal identifiers, digital, software or other digital or electronic access tools provided by MyCoins or all types of access codes related to said tools;

12.8. Certain services, which the Client has the right to use, may have other additional security requirements, and the Client is obliged to familiarize himself with such requirements;

12.9. When the Client contacts the MyCoins Client service center, the relevant operator will ask him to provide universal identifiers;

12.10. The MyCoins operator will implement the procedures established in MyCoins to identify the Client. MyCoins will not be able to serve the Client if it believes that the Client cannot be identified;

12.11. In case of incorrect use of universal identifiers by the Client three times in a row, the Client will no longer be able to use certain remote services. For further use of such remote services, the Client must come to the MyCoins office during business hours;

12.12. MyCoins is not responsible for cases where the telephone conversation between the Client and MyCoins is compromised by a third party, unless MyCoins acted intentionally or with gross negligence;

12.13. MyCoins is entitled to rely on the Client's oral instructions if the Client meets the telephone security norms. MyCoins is not obliged to verify or further identify the Client. The Client cannot appeal to MyCoins for such a presumption. The Client bears full responsibility for compliance with security norms and for keeping Universal Identifiers confidential. The use of Universal Identifiers by a third party or another person shall be considered as the use of Universal Identifiers by the Client;

12.14. MyCoins is authorized to rely on the Client's verbal instructions if certain security norms are met by the Client. MyCoins is not obliged to verify or further identify the Client in such cases. The Client cannot appeal to MyCoins for such a presumption. The Client bears full responsibility for compliance with security norms and for keeping Universal Identifiers confidential. The use of Universal Identifiers by a third party or another person shall be considered as the use of Universal Identifiers by the Client;

12.15. By consenting, the Client directs and authorizes MyCoins to:

12.15.1. Rely on and act in accordance with all assignments authorized or deemed by MyCoins to be authorized by the Client even if such assignment conflicts with any other mandate given at any time in relation to the Client's Personal accounts or its activities;

12.15.2. Deduct from the Client's Personal accounts any sums paid or incurred by MyCoins pursuant to any Assignment, including all service costs in connection with the management of Personal accounts and operations performed pursuant to the Client's Assignment;

12.16. MyCoins will accept the order only if it is issued through a centralized remote service and the use of universal identifiers. MyCoins is entitled, but not obliged, to check the authenticity of the order;

12.17. The Client acknowledges and agrees that MyCoins may carry out any task provided by the Client, which includes the withdrawal of funds from the Personal account(s), even if the task is not authorized by the Client, and the Client is fully responsible for any unauthorized operation or task;

12.18. If the value of the operation or task to be carried out exceeds the limits set by MyCoins, MyCoins is entitled to contact the Client at its own discretion and check the authorization of the operation or task. MyCoins is also entitled to suspend such operation until it checks its authorization;

12.19. MyCoins is entitled at its own discretion to protect the interests of the Client to suspend or terminate centralized remote services without prior notice to the Client, for example, if MyCoins suspects that security norms are being violated or suspension of centralized remote services is appropriate for other reasons;

12.20. MyCoins will take steps to notify the Client in the event of a temporary suspension or termination of the Centralized Remote Service by electronic notification or other means;

12.21. Based on the Client's request, MyCoins will take all measures to timely suspend or cancel the implementation of any task. In addition, MyCoins shall not be liable in case of non-fulfillment of said request, unless MyCoins takes appropriate measures;

12.22. The Client is obliged to ensure the correct and complete delivery of any task to MyCoins, MyCoins is released from any responsibility caused by the failure to meet the said request;

12.23. MyCoins will reimburse the Client for the amount of the operation carried out as a result of any such task, during the sending of which universal identifiers were used without the authorization of the Client, except for the cases specified in clause 12.24. In addition, as a result of MyCoins's reimbursement of the said amount to the Client, MyCoins no longer has any responsibility towards the Client;

12.24. The Client is liable for any negligent damages (including the amount of any transaction made without the Client's authorization) whereby the Client facilitated an unauthorized transaction or acted fraudulently. Negligence includes, without limitation, a breach of the safety rules set forth in these Terms;

12.25. After the Client informs MyCoins about the unauthorized operation carried out as a result of the use of the remote service/remote service channel(s) or that the access code(s) became known to a third party, or the Client has doubts about this, the Client will no longer be liable for an unauthorized order made after such notice is received sufficient time to allow MyCoins sufficient time to suspend the Remote Service, unless MyCoins can prove that the Client acted willfully or with gross negligence;

12.26. MyCoins applies all measures to ensure the accuracy of the information provided to the Client by the centralized remote service with the information available in MyCoins's computer system, or if certain information is provided by a third party, the accuracy of said information with the information provided by the third party to MyCoins. Due to the complex nature of the product and circumstances beyond MyCoins's control, MyCoins does not warranty the accuracy or completeness of the information provided through the centralized remote service. MyCoins may disclaim liability for the truthfulness and accuracy of some of the information available through the remote service/remote service channel(s), as indicated on the relevant website. If the Client relies on such information, s/he must note such disclaimers;

12.27. MyCoins shall not be liable to the Client if:

12.27.1. The system did not work properly and the Client knew or should have known about the mentioned system malfunction before the operation;

12.27.2. Persons or circumstances beyond MyCoins's control prevent the operation from being carried out, despite measures taken by MyCoins;

12.27.3. MyCoins has not received a complete order for a specific operation;

12.27.4. Funds or part of the funds in the Personal account(s) required for the operation are blocked;

12.27.5. The transaction will exceed the limit set by the Personal account(s) or MyCoins;

12.27.6. Funds are subject to legal restrictions;

12.27.7. The Client violates the conditions stipulated by these terms and conditions;

12.27.8. MyCoins will not carry out the operation if it suspects fraud or illegal activity;

12.28. MyCoins's records are proof of the Client's relationship with MyCoins, unless the record is clearly inaccurate. The Client recognizes the records made by MyCoins as a document with legal force, despite the fact that these documents are not originals;

12.29. Client acknowledges and agrees that MyCoins and the MyCoins logo are registered trademarks. MyCoins has a license and owns all copyrights in the MyCoins website and other channels (including without limitation the Remote Services channel(s)) through which the Client accesses the Remote Services;

12.30. The client is responsible for any telephone charges and/or any other charges incurred by using the Internet Service Provider when using centralized remote services. MyCoins will

deduct the appropriate amount from the Client for the operation carried out on the basis of the Client's order in accordance with the terms and conditions governing the relevant Personal account(s) or other operation;

12.31. As of the date of signing the Agreement, MyCoins has determined specific tariffs for the use of centralized remote services, and MyCoins reserves the right to change such tariffs in the future or to set new tariffs for centralized remote services added later. MyCoins will notify the Client of any change/imposition of rates by mail, e-mail, MyCoins website or other communication. The Client is entitled to cancel any centralized remote service at any time before the change/imposition of the said rates. If the Client chooses to continue using the Centralized Remote Services after the Tariffs have been changed/imposed, the Client hereby authorizes MyCoins to deduct the applicable Tariff Amount from any Personal account(s);

12.32. The website through which the Client connects to the remote service may change. MyCoins is entitled to implement such changes without sending a notice to the Client, unless the Parties have agreed on the notification of the said change;

12.33. MyCoins is authorized to send a secure message to the Client through a centralized remote service messaging system. MyCoins is entitled to send notices to the Client about the Personal account(s), products and services that the Client uses with MyCoins, including matters related to centralized remote services or other MyCoins services;

12.34. The Client agrees and declares that s/he bears full responsibility when connecting to the MyCoins website and/or remote services channel(s) through the Client's Internet Service Provider and/or navigator. Installation, maintenance and operation of Client's relevant equipment, including Client's computer, modem and software, as well as access to the Internet through its Internet Service Provider, is Client's responsibility. MyCoins is not responsible for any non-performance caused by the malfunction of the Client's devices or software. MyCoins is also not responsible for viruses or other similar problems related to remote services. MyCoins is not responsible for any loss caused by incompatibility of the Client's software or device with the MyCoins system. MyCoins reserves the right to change system device requirements. MyCoins will notify the Client of any changes in the requirements of the mentioned system devices, if such changes prevent or limit the Client's use of remote services;

12.35. MyCoins shall not be liable for any loss or damage to the Client's data, software, computer, telecommunications or other equipment caused by the Client's use of the Remote Services, unless such damage is caused by MyCoins's negligence or willful misconduct. MyCoins is not responsible for any electronic virus or viruses that may be found on the Client's

devices. According to MyCoins's recommendation, the Client should regularly scan his/her computer, disks and other data storage devices with an appropriate anti-virus software in order to detect and remove viruses. A virus may destroy the Client's programs, files as well as the Client's computer. In addition, the Client may inadvertently transmit the virus to other computers.

13. Universal identifiers registered in the centralized identification system are:

13.1. Username – one of the parameters automatically determined by the centralized identification system, which is required for receiving the centralized remote service, for the implementation of authorization, which is unique and can be changed at any time by the Client, using the appropriate remote service channel(s) of MyCoins, MyCoins in accordance with the rules and conditions defined by;

13.2. Password – one of the parameters required for authorization to receive the centralized remote service, which is given to the Client upon registration in the centralized identification system, through the remote service channel(s) selected by MyCoins or another communication channel. The password initially provided to the Client is subject to a mandatory change upon the Client's first use of any Remote Service channel(s) to access the Centralized Remote Services. In addition, during the period of using the relevant centralized remote service, the Client is entitled to change the existing password at any time in accordance with the conditions established in MyCoins using the relevant remote service channel(s);

13.3. Mobile phone number – the phone number on which the Client receives the one-time access codes and one-time passwords (if any) necessary for performing the operations specified by the centralized remote service (the Client will receive one-time passwords only on the mobile phone number). In addition, during the period of using the relevant remote service, the Client is entitled, and at the request of MyCoins, is obliged to change his/her mobile phone number at any time in accordance with the conditions established in MyCoins using the relevant remote service channel(s) of MyCoins;

13.4. Personal number of the Client;

13.5. Client's e-mail address - e-mail address where the Client receives the access codes and passwords (if any) necessary for the operations defined by the centralized remote service (the Client will receive one-time passwords only on the mobile phone number). In addition, during the period of using the corresponding remote service, the Client is entitled, and in the case of

MyCoins's request, s/he is obliged to change his/her e-mail address at any time in accordance with the conditions established in MyCoins using the corresponding remote service channel(s) of MyCoins;

13.6. In order to receive centralized remote services, the Client may define the obligation to perform authentication by simple (use of name and password) or complex (use of name, password and one-time code) authentication method. The authorization method for using each relevant remote service channel(s)/service is also registered in the centralized identification system.

14. Closing Personal account

14.1. If MyCoins believes that the Client should close the Personal account, the Client will be sent a written request specifying the period during which the Client is required to close the Personal account. If the Client does not close the Personal account after the expiry of the mentioned period, MyCoins has the right to no longer accept payments to the Personal account (except for those payments necessary to cover current debts on the Personal account) and return the balance on the Personal account to the Client. MyCoins may also close the Personal account or block/suspend operations on it, in case the Client refuses to provide additional information to MyCoins related to the fight against and prevention of money laundering or any other purposes to which the Client declares unconditional consent;

14.2. The Client is entitled to close his/her Personal account at any time, but after paying the current debt (if any) and ending the legal relationship with MyCoins in accordance with Article 26 of these Terms;

14.3. It is not allowed to close the Client's last Personal account in the national currency until the Client has opened a Personal account in a foreign currency;

14.4. In case of closing all existing Personal accounts of the Client in MyCoins, MyCoins is authorized to disable all types of remote services to the Client;

14.5. If there is a balance on the Personal account at the time of closing (if there is no current debt), MyCoins allows the Client to withdraw the funds due to him within a reasonable period, during which period the Client will be allowed to use his/her Personal account only to withdraw the remaining balance in the Personal account. The Personal account Security Protection Terms specified in Article 12 of these Terms and Conditions shall continue to apply upon closure of the Client's Personal account. MyCoins is authorized (but not obligated) to

send the said amount to the Client to the address registered in the Client's Personal account and to charge the Client to pay the corresponding withdrawal fee (taking into account the foreign currency conversion costs). Updating the Client's address is the Client's obligation, and therefore MyCoins will not be responsible for the loss that the Client may incur due to non-fulfilment of this obligation;

14.6. The Client's closure of its Personal account will not delete the Client's personal data with MyCoins and MyCoins will continue to store such information, including statements, photos, videos and audio recordings, for a period of at least six years as required by law.

15. Top up your Personal Account

15.1. The client can replenish his personal account with money (including foreign currency) by replenishing his eMoney account in accordance with the terms of use of the eMoney account.

15.2. The client can top up his personal account with cryptocurrency by depositing it from any other wallet.

16. Receiving money

16.1. The Client can receive funds (including foreign currency) through his personal account using an eMoney account in accordance with the terms of use of the eMoney account.

16.2. The client can receive cryptocurrency directly to his personal account through his personal account.

17. Automatic filling service.

17.1. The Client can automatically replenish his personal account with funds (including in foreign currency), automatically replenishing his eMoney account in accordance with the terms of use of the eMoney account.

17.2.

18. Prohibited transactions

18.1. It is strictly prohibited to send or receive payment requests intended for the purchase or sale of the following types of goods:

- drugs or drug-related paraphernalia;
- firearms or ammunition;
- weapons and knives;
- cable and satellite television signal suppression devices;
- pornographic materials;
- government identification cards and licenses, as well as reproductions and innovative designs;
- unlicensed services related to lotteries and gambling;
- multi-level marketing, pyramid trading or Ponzi schemes, matrix programs or other get-rich-quick schemes or high-yield investment programs;
- goods or services that infringe the intellectual property rights of third parties, including, but not limited to, the unlawful use of electronically downloadable software;

MyCoins reserves the right, in its sole discretion, to increase or decrease the categories of prohibited transactions by posting the services provided in these terms and conditions or among the eligible services available on the MyCoins website and/or remote service channel(s);

18.2. It is strictly prohibited to make or receive payments from individuals or entities that are providers of illegal gambling, including, but not limited to, accepting illegal bets on sports games, poker and other casino games of chance. MyCoins has the right at any time to suspend or terminate the operation of the Client's Personal Account, refuse to perform an operation or require an operation to be carried out, in the event that, in the internal opinion of MyCoins, the Client directly or indirectly uses or has already used his Personal Account to participate in illegal gambling or related activities. MyCoins also has the right to report this to the relevant law enforcement authorities. Countries where online gambling is prohibited include the United States of America, Turkey, China, Malaysia and Israel. This list is not exhaustive and the Client is responsible for not using the MyCoins services to carry out a transaction that may be considered illegal in accordance with the relevant jurisdiction;

18.3. The Client has no right to open or use a Personal Account if the Client resides in one of the following countries: Afghanistan, Cuba, Iran, Myanmar, Nigeria, North Korea, Somalia, Sudan, Syria or Yemen. This list is not exhaustive, and MyCoins has the right to unilaterally,

at any time and without prior notice, decide to discontinue or restrict services in other countries. MyCoins reserves the right to suspend or terminate the Client's Personal Account at any time if there is a reasonable assumption/suspicion that MyCoins is required to take such actions by law, government or recommendations of an authorized body aimed at preventing financial crimes;

18.4. The Client is strictly prohibited from using his Personal Account for any illegal purposes, including, but not limited to, fraud and money laundering. Any activity that MyCoins deems suspicious will be reported to law enforcement. The Client is prohibited from using his Personal Account with malicious intent in order to circumvent the restrictions on the rules for using the Personal Account imposed by the Seller on the services he provides;

18.5. For certain categories of business, the Client is entitled to receive payment only after approval by MyCoins. This category includes, but is not limited to:

- exchanging currency or making money transfers, including, but not limited to, currency exchange, currency exchange and the purchase of travel money;
- accepting donations or payments of any kind from charitable or non-profit organizations;
- tobacco products;
- prescription drugs;
- trade in natural resources such as jewelry, precious stones and metals;
- sale or delivery of alcoholic beverages; or
- sale or supply of dietary supplements and alternative health products;
- any other business category permitted by MyCoins;

If the Client has doubts as to whether his activities fall into one of the above categories, the Client is obliged to contact the MyCoins customer service center. MyCoins has the right to unilaterally add a business category to the specified list by posting it in these terms and conditions or in the terms of use posted on the MyCoins website;

18.6. In the event that the Client carries out or attempts to carry out a transaction in violation of the prohibitions specified in Article 18, or without the necessary consent provided for in Article 18.5., MyCoins reserves the right:

- remember the operation performed and/or:
- close or suspend the Client's Personal Account; and/or

- inform law enforcement authorities about the operation; and/or
- demand compensation from the Client for damages; And
- collect from the Client an administrative fine of up to GEL 200 if MyCoins implements one of the above measures;

18.7. Determining the validity of any payment made or received by the Customer in exchange for the sale or supply of goods or services is the responsibility of the Customer and not MyCoins. The mere fact that an individual or entity has received a payment made through MyCoins does not indicate that the goods or services they provide are legitimate. If the Client doubts the legality of the delivery or purchase, the Client is obliged to stop the payment process.

19. Withdrawal of the amount

19.1. The Client can withdraw funds (including foreign currency) from his personal account by withdrawing money from his eMoney account in accordance with the terms of use of the eMoney account.

19.2. Direct withdrawal of cryptocurrency is not allowed, however, the client can transfer cryptocurrency credited to his personal account to any other cryptocurrency email address. Commissions for the transfer of cryptocurrency are specified in Appendix 1 of the Terms.

20. Responsibilities of the Parties

20.1. MyCoins is responsible for:

20.1.1. The correctness and timeliness of transactions on the Personal account before the Client in accordance with the rules and applicable legislation defined by these terms and conditions;

20.1.2. The confidentiality of information about the operations carried out on the Personal account, except for the cases stipulated by the law;

20.2. MyCoins is not responsible for:

20.2.1. A delay in the implementation of the service, if such delay was caused by a reason independent of MyCoins;

20.2.2. MyCoins is released from material responsibility if its obligations under these conditions cannot be fulfilled due to a technical fault (power or network damage/outage, damage to the software of the processing center, technical fault of the payment system);

20.3. The Client is responsible for:

20.3.1. All illegal operations conducted;

20.3.2. The Client is obliged to compensate MyCoins for damages arising from the Client's violation of these terms;

20.4. Violation of the obligations specified in the terms and conditions leads to the responsibility provided by the terms and the applicable legislation of Georgia;

20.5. The Parties undertake to compensate each other for the damage (losses) caused as a result of their partial or complete non-fulfillment of the terms or improper fulfillment in accordance with the law and/or the terms and conditions;

20.6. In addition, the Client is responsible for any direct or indirect damage (losses) caused to MyCoins due to full or partial non-fulfillment or untimely fulfillment of obligations under the terms. Reimbursement of damage (losses) does not exempt the Client from fulfilling (payment) obligations under the conditions;

20.7. The Client is obliged to comply with all the conditions given in the conditions and is fully aware of the consequences related to late payments;

20.8. The Client is responsible to MyCoins for the accuracy and completeness of the information provided in the Terms, for the accuracy of the information provided during registration using the MyCoins website or any other MyCoins channel (including, without limitation, remote service channel(s)), all such information the accuracy that s/he provided to MyCoins during, before or after entering into the Agreement;

20.9. Also, within the scope of these conditions, MyCoins reserves the right to disclose information about the Client to a third party (including state agencies: all agencies subordinate to the Ministries of Justice and Internal Affairs, controlling / supervisory bodies, auditors, MyCoins contractors, suppliers, MyCoins partner companies, banks or/ and other commercial banks, JSC "Creditinfo of Georgia" and/or an entity with similar activities, "Problem Assets Bureau" LLC, "Financial Bureau" LLC, "Demands Management and Legal Assurance Bureau" LLC, and other companies) for transferring information to and from it about receiving information;

20.10. The Parties are freed from the responsibility caused by the violation of the obligations specified in the conditions, if this is caused by force majeure;

20.11. Force majeure is an unforeseen and insurmountable force in a given case, which arises independently of the will of the Parties and has an unforeseen character, including earthquake, flood, fire, war, as well as other circumstances that make it impossible to fulfill the obligations under the terms or cause disproportionately large costs for their fulfillment;

20.12. If one of the Parties fails to fulfill its obligations due to force majeure, it is obliged to inform the other party about their occurrence and/or completion within a reasonable period of time. Otherwise, the relevant party will not be released from the obligations;

20.13. Responsibilities and obligations of the Parties will be renewed immediately after the end of the force majeure;

20.14. MyCoins is entitled to consider the terms violated if:

20.14.1. The Client breaches any statement and/or warranty provided in the Terms and/or any statement and/or warranty provided in the Terms is found to be incorrect;

20.14.2. The Client's action is aimed at deceiving MyCoins or harming it;

20.14.3. MyCoins determines that market conditions pose a significant threat to the Client's solvency;

20.14.4. Bankruptcy and/or insolvency proceedings will be opened against the Client or court/arbitration proceedings will be initiated against him, thereby making it doubtful that the Client will fulfill his/her obligations;

20.15. In the event of any breach by the Client of any and all obligations under the Terms, MyCoins is entitled to send the Client a warning letter. The Parties agree that MyCoins is entitled to fully reimburse the Client for the costs associated with sending the warning letter;

20.16. The Client acknowledges the risk that the use of the MyCoins website or other electronic channels of MyCoins (including other remote service channel(s)) and services is related to the exchange of information in electronic form and is therefore responsible for any damage caused by illegal access to the electronic system by any third party;

20.17. MyCoins is not responsible for the consequences caused by the failure of the computer, network, or software belonging to the Client or another person, as well as by the receipt of confidential information or operations carried out by a third party using these means;

20.18. By agreeing to these Terms and Conditions, the Client expressly and unconditionally consents, at any time, without further notice by MyCoins, for any marketing and/or other purposes (including without limitation any kind of advertising campaign and/or promotion) from MyCoins, MyCoins's partner companies and/or other persons to receive notification, letter, short text or any other message, e-mail and/or any other information delivered in any other form to MyCoins on the details provided by the Client (including the Client's loan application). In addition, in the event of a change in the above-mentioned details, MyCoins will be entitled to use the authority granted to it by this paragraph in relation to the changed details without any further consent/consent from the Client;

20.19. MyCoins is authorized to use promo campaigns, sweepstakes, and promotions without any notice to the Client, with the imposition of temporary or permanent favorable conditions for the Client on the terms of services or rates and/or with the possibility of receiving benefits. In such case, MyCoins is authorized to unilaterally impose and determine any and all rules and/or conditions related to the organization, conduct and process of the aforementioned promo campaigns, sweepstakes, and promotions, which automatically constitutes an appendix to these terms and an integral part thereof, as well as to independently determine the rules and conditions for identifying the winner of such promo campaigns, sweepstakes and promotions, to independently determine the issue of awarding profits to the winner as a result of promo campaigns, sweepstakes and promotions, and not to grant the profit and/or benefit stipulated by the conditions of the promo campaigns, draws and promotions and/or not to impose such a benefit in case of misuse, non-targeted, contrary to the purposes of the rules and conditions established by MyCoins for the aforementioned promo campaigns, draws and promotions by the Client. The Client's use of the services during such promotions implies his/her consent to the terms and conditions of such promotions;

20.20. The Client agrees to indemnify and hold MyCoins harmless from any damages, legal costs, claims brought by third parties, any judicial, arbitration and/or administrative proceedings;

20.21. In addition to the above, in order to satisfy the existing requirements to the Client, MyCoins is authorized without limitation (until the requirements are fully satisfied), without the additional consent or permission of the Client, to ensure the withdrawal/receipt of funds from the Client's bank account, to which the Client, by agreeing to the Terms, declares his/her consent in advance. Thus, in the case of MyCoins's request, the bank will be obliged to ensure the transfer of the amount from the Client's bank account to MyCoins's bank account in the

amount requested by MyCoins, which will be included in the current debt account of the Client to MyCoins, in the amount of the transferred amount;

20.22. In case of an unauthorized payment or incorrect payment due to MyCoins's error, MyCoins is ready to reimburse the Client for the cost of the wrongly executed operation, including deducted commissions, upon the Client's request. This condition does not apply:

20.22.1. When an unauthorized payment is made as a result of the Client's violation of the security requirements of the Personal account details, as described in Article 15. In this case, the responsibility for the first 10,000 (or the corresponding amount in the currency of the Client's Personal account) GEL will be borne by the Client, except in cases where clause 20.22.3 of the terms applies;

20.22.2. In the event that the Client fails to notify MyCoins in a timely manner of the loss of the password (access code) or any other event that may affect the security of the Client's Personal account after the Client becomes aware of the occurrence of the said fact, in which case the Client shall be liable for damages incurred up to the time of notification shall be borne by the Client;

20.22.3. In the event that an unauthorized operation has been carried out as a result of the Client's intentional or negligent provision of Personal account security details, in which case the Client shall be solely responsible for any damages; or when the Client fails to dispute and notify MyCoins of an incorrect or unauthorized operation within 1 month of its implementation;

20.23. Taking into account the content of the above-mentioned provisions, the Client is obliged to regularly check the statement on his/her Personal account and, in case of any questions or doubts, immediately contact the MyCoins Client service center;

20.24. In the event of any erroneous or misdirected transaction, MyCoins will take reasonable steps to assist the Client in order to investigate the details of the transaction and return the amount corresponding to the transaction to the Client;

20.25. Subject to the content of the above provisions, MyCoins shall not be liable for defects or damages in its service or that of an intermediary on which MyCoins relies in the performance of its obligations, provided that said defect or damage is caused by unforeseen circumstances beyond the control of MyCoins or the relevant intermediary;

20.26. MyCoins shall not be liable for indirect or consequential damages, including without limitation lost revenue, loss of business and reputational damage. MyCoins shall also not be liable for any loss arising from its actions in accordance with the requirements of the law;

20.27. Nothing in these terms and conditions shall exclude liability for fraud or fraudulent misrepresentation, as well as liability arising from law, which cannot be excluded or modified by the Agreement of the Parties;

20.28. According to these terms and conditions, MyCoins's duty is to provide services to the Client. MyCoins makes no representations or warranties as to the quality, safety or legality of the goods and services provided by any of its partner companies or Clients;

20.29. MyCoins assumes no responsibility for the determination and payment of any tax, liability, or charge arising from any transaction between the Client and another Client of MyCoins;

20.30. MyCoins does not take responsibility for the correct operation of the Client's personal computer, telephone device, and/or other device (its individual parts and/or add-ons), software, and/or any other electronic or digital means provided by MyCoins.

21. The rule of Agreement validity and early termination

21.1. After entering into force, the Agreement remains in force for a period of 25 years or the maximum period determined by the legislation of Georgia;

21.2. Termination of the Agreement at the initiative of the Client:

21.2.1. The Client has the right to terminate the Agreement at any time in case of timely fulfillment of monetary (including current debt) and/or non-monetary obligations to MyCoins, by sending a written notification to MyCoins's legal address or via e-mail;

21.2.2. Payment by the Client to MyCoins in full and on time of the payments provided for in these terms constitutes the fulfillment of its monetary obligation. The fulfillment of monetary obligations (including current debts) does not lead to the termination of the Agreement;

21.2.3. In the case provided for in Clause 21.2.2 of the Terms, the Parties retain other rights (e.g. MyCoins, without limitations, to process and transfer to third parties for the purpose of providing services and to receive from third parties the Client's personal data, etc.), which is provided for in these Terms before the termination of the Agreement;

21.2.4. The Client is obliged to indicate the following information in the Agreement termination notice:

21.2.4.1. Name and legal address of MyCoins;

21.2.4.2. Client's personal number and Personal account number;

21.2.4.3. Information about the termination of the Agreement;

21.2.4.4. Time and place of making the application;

21.2.4.5. Client's name and surname clearly, signature;

21.3. After termination of the Agreement, re-registration by the same Client will be considered as the initial registration, which is why s/he will not be entitled to the services provided within the promotion and/or any other discretionary benefits/discounts, if any. MyCoins can unilaterally terminate the Agreement in the following cases:

21.3.1. MyCoins becomes aware that legal proceedings are underway against the Client, according to which the Client may incur a material obligation, the volume of which exceeds the current debt, or the Client has entered the register of debtors and his/her debt exceeds the current debt and/or the Client is arrested;

21.3.2. MyCoins becomes aware that the Client provided incorrect information during the conclusion of the Agreement;

21.3.3. The Client has become insolvent;

21.3.4. In case of deterioration of the economic situation in the country;

21.3.5. In case of termination of the Agreement, the Client is obliged to pay all the amounts due under the terms, including the current debt, immediately after the first request;

21.3.6. In case of termination of the Agreement, MyCoins will be released from the obligations to the Client in accordance with the terms;

22. Governing Law and Dispute Resolution Procedure

22.1. The present terms and conditions are regulated and interpreted in accordance with the legislation of Georgia;

22.2. The Parties consider Tbilisi to be the place of fulfillment of the conditions;

22.3. Any disputes or disagreements relating to these Terms or their interpretation shall be resolved by negotiation between the Parties;

22.4. If the Parties fail to reach an Agreement through negotiation within 30 (thirty) calendar days, they unconditionally agree to file a complaint in a Georgian court with appropriate jurisdiction;

22.5. The foregoing clause shall not limit MyCoins's right to institute legal proceedings against the Client in a) another court of competent jurisdiction or b) in more than one court of competent jurisdiction;

23. Confidentiality and Personal Data

23.1. Taking into account the terms of clause 23.2, the Parties are obliged to observe the confidentiality terms of these Terms and Conditions (including the Appendices) during the validity period of the Agreement. This limitation shall not apply to: (i) information that is or will become publicly available independently of the Parties; (ii) information that may be obtained from other sources; (iii) information disclosed by any party as required by law;

23.2. Notwithstanding the limitation set forth in Section 23.1, the Client grants MyCoins the unconditional right, without additional prior or subsequent consent of the Client:

23.2.1. Transfer and/or disclose the information available to MyCoins about the Client, about the operations carried out by the Client to persons authorized by the Client, MyCoins's partner companies, MyCoins's subsidiaries and related enterprises, MyCoins's suppliers;

23.2.2. To transfer and/or disclose the information available to MyCoins about the Client to "Georgian Post" LLC (or/or other entity with similar activities) for the purpose of communication with the Client in accordance with Article 26;

23.2.3. Use the information about the use of the services by the Client and transfer the said information to MyCoins's partner companies, MyCoins's affiliates, relatives, or any other persons specified in clause 20.9 of the terms and conditions for the purpose of their various service offers. The said information will be obtained by MyCoins from various sources, which include without any limitation the application(s) filled by the Client, from the operation(s) carried out by the Client, from survey(s) and research(s) (which includes contacting the Client by email, internet, telephone or other means), and also information obtained from other

external sources, which includes without any limitation trade and service facilities and marketing organizations;

23.2.4. Search, transfer, receive or process the client's personal data in various types of lists of black/terrorist/suspicious persons;

23.2.5. During the term of the Agreement, process the Client's data (data processing by MyCoins includes, without any limitation, any action performed on the data using automatic, semi-automatic or non-automatic means, in particular, obtaining, collecting, recording, photographing, audio recording, video recording, organizing, storing, modifying, restoring, retrieval, use or disclosure (including the retrieval and/or disclosure of information to the third party(ies) specified in these conditions, who will further process the data for the purposes specified in these conditions) data transmission, distribution or by otherwise making available, grouping or combining, blocking, deleting or destroying), as well as transfer to a third party and receive information about the Client from him, regardless of whether the Client has paid any monetary debt, including the current debt to MyCoins. MyCoins may access/process the Client's personal data until the termination of the Agreement;

23.2.6. MyCoins and/or the third parties listed in these terms and conditions process the information about the Client or the third party(s) named by him (including, without limitation, by persons authorized by order of MyCoins) and/or transfer this information to third parties listed in these conditions for specific purposes, which include, but are not limited to, the following personal data:

23.2.6.1. First and last name of the Client;

23.2.6.2. Date of birth;

23.2.6.3. Gender;

23.2.6.4. Personal number and/or unique features of its electronic identity card;

23.2.6.5. Registered and/or actual residential address;

23.2.6.6. Telephone/mobile number;

23.2.6.7. E-mail address;

23.2.6.8. Credit history (both negative and positive, including details of current and/or past debts, loans and their repayments) and solvency status (the Client's solvency assessment score, its criteria and/or methodology);

23.2.6.9. Immovable and movable things owned and/or owned by the Client and their characteristics, as well as other assets;

23.2.6.10. Employer data, as well as information about employment conditions (place of employment, salary, work schedule, etc.);

23.2.6.11. Any data about the Personal account and the account(s) in commercial banks operating in Georgia, including, without limitation, the balances on these accounts at a specific time and date, and the operations carried out on these accounts during a specific period (including the data of the merchant and the POS terminal at the merchant);

23.2.6.12. Any data of the cards issued by any commercial banks operating in Georgia and the corresponding card accounts, including, without limitation, the balances on these cards at a specific time and date and the operations carried out on these cards during a specific period, as well as their access codes;

23.2.6.13. Client account/subscriber data recorded with various payment providers (including, without limitation, account/subscriber number, address, balance and/or debt on the subscription account at a specific time and date, operations performed on the subscription account and/or balance replenishment and/or debt settlement, etc);

23.2.6.14. Any data disclosed in various electronic channels and/or in the Internet space (including but not limited to ready-made records, so-called cookies, and others) and the activity of the Client and/or third party(s) specified by him in said channels (including, without limitation, such channel (b) log-in and actions taken or extract);

23.2.6.15. Information about family members, relatives or other persons living at the address;

23.2.7. Personal data listed in Article 32 without any limitations;

23.2.8. Any other data related to the Client and as a result of which the Client can be identified and/or characterized and/or grouped with other Clients by the physical, physiological, psychological, economic, cultural or social characteristics of the person or by the operational activity listed or implied in the above subsections;

23.3. If the Client, in order to receive services, provides MyCoins with information about third parties (additional card holder, guarantor, family members, employer, etc.), including but not limited to information about personal data, solvency, property status, etc., while MyCoins processes the mentioned information, including personal data, for the performance of services and/or for marketing purposes, the Client himself is obliged to obtain the consent of the

mentioned persons for the processing of their personal data by MyCoins. The fact that the Client provides such information to MyCoins (or its authorized person) implies that the Client has obtained consent from that person and no longer requires MyCoins to obtain such confirmation. The Client is responsible for any damages/losses that may be caused to MyCoins in case of non-fulfillment and/or non-fulfillment of the said obligation by the Client. Client agrees to indemnify and hold harmless MyCoins from any damages (including without limitation consequential damages), claims, costs (including without limitation costs incurred by MyCoins in enforcing its rights), legal proceedings and any other liability that may arise as a result of such breach.

23.4. Processing of Customer data by Mycoins in electronic channels (including, without limitation, web browser, Mycoins website, Imani mobile application and other remote service channel(s) and/or other technical means and channels of data transmission and reception), this also includes the recording of the Client's activity (for example, when using an electronic channel/remote service channel(s), identifying the location of the Client, describing and analyzing the data recorded in the search field, recording and analyzing the frequency of product selection and/or any other statistical data) and/or the use of other data recorded by the Client (for example, contact data of the Client and/or third parties);

23.5. Basis of data processing. The Client knows and agrees that during the period of using the services, as well as during the Agreemental relationship, the processing of data (including personal data) of the Client or third party(s) named by him by MyCoins is necessary:

23.5.1. To provide services;

23.5.2. To protect the legitimate interests of MyCoins and/or third party (ies);

23.5.3. To fulfill the obligations imposed by law by MyCoins;

23.5.4. In other cases defined by law;

23.6. If the legislation requires the Client's consent for data processing, any Client's application made in electronic and/or non-electronic form, by which the Client agrees to these terms and conditions and which together with this application constitutes a single Agreement, shall be considered as such consent;

23.7. Purpose of data processing. The processing of personal data by MyCoins and/or the third party(s) listed in these terms and conditions of the Client or the third parties specified by him may be carried out for other and other purposes, including without limitation:

- 23.7.1. For full and proper implementation of services;
- 23.7.2. In cases established by law, for the availability of information to audit companies, potential assignee or assignor, regulator, controller or other supervisory authority;
- 23.7.3. To improve and develop services, during which MyCoins carries out existing information about the Client, including credit history analysis, statistical data analysis and others;
- 23.7.4. To prepare and present various reports, studies and/or presentations;
- 23.7.5. To ensure security, as well as to detect and/or prevent fraud, money laundering or other crimes;
- 23.7.6. For offering changes to the terms of services, within the framework of existing services, the necessary prerequisite is the verification of the Client's credit history and other personal data at the time of the offer;
- 23.7.7. In order to offer new and/or additional credit or non-credit services, the necessary prerequisite is the verification of the Client's credit history at the time of the offer;
- 23.7.8. For marketing purposes, which means periodic offers of various products/services by both MyCoins and Third parties listed in these Terms;
- 23.8. Transfer of information to a third party (ies) listed in these conditions/request information from a third party (ies). In order for MyCoins to fully and properly provide services to the Client, within the scope of data processing, it is necessary to transfer the data to the third parties listed in these conditions and/or to request from such person(s) the personal data about the Client and/or the third parties named by him;
- 23.9. To the extent necessary to obtain the Services and to carry out this purpose, the Client grants MyCoins the unsolicited right, without additional prior or subsequent consent of the Client:
 - 23.9.1. MyCoins, in accordance with the rules established by the law, to receive the Client's personal data, necessary for MyCoins, from the electronic database of the State Services Development Agency;
 - 23.9.2. Determined at its own discretion and with JSC "Creditinfo Georgia" and/or other entity with similar activity (identification code: 204470740), to provide and/or request information to JSC "Creditinfo Georgia" in the manner, form, and time agreed upon, which includes

without any limitation: identification data of the Client and/or persons named by the Client (guarantors and others), the basis of current debt origination, history, amount, purpose, accrued interest and other conditions, validity period, by the Client and/or persons named by the Client (guarantors and others) timeliness of debt-related payments, debt balance, and in case of court/arbitration dispute, the results of court/arbitration proceedings and enforcement proceedings;

23.9.3. To give consent to JSC Creditinfo Georgia to transfer the data of Clients and/or persons named by the Client (guarantors and others) provided by MyCoins to JSC Creditinfo Georgia to third parties, provided that the data of the Client and/or persons named by the Client (guarantors and others) provided by MyCoins will be provided to those persons who themselves provide data of the mentioned nature to JSC “Creditinfo Georgia” and who have signed a relevant Agreement with JSC “Creditinfo Georgia” ;

23.9.4. To search, receive and use the data of the Client and/or persons named by the Client (guarantors and others) in the database of JSC “Creditinfo Georgia”;

23.9.5. MyCoins, in accordance with the procedure established by the law, repeatedly transfers to third parties (including, but not limited to, related person(s), controlling/supervisory bodies, auditors, potential assignees and others) and/or receives from said third parties, necessary for MyCoins, data of the Client and/or persons named by the Client (guarantors and others) (including but not limited to personal data, account balances and/or debts, information on transactions/operations and others);

23.10. During the validity period of the Agreement, transfer information about the Client to JSC “Creditinfo Georgia” (and/or other entities with similar activities) and other credit institutions for the formation of a unified database;

23.11. The information to be transmitted, without any limitation, includes: the identification data of the Client, the volume of the current loan and/or current debt, the purpose, the commission, the validity period, the timeliness of the payments related to the loan / current debt by the Client, the balance of the debt, any information entered by the Client during registration and/or in the loan application, and in case of litigation - the results of court proceedings and enforcement proceedings;

23.12. Direct marketing. The Client authorizes MyCoins to send short text, voice and/or other types of promotional messages (direct marketing) to the Client's phone number, e-mail or other contact address recorded in MyCoins, at intervals determined by MyCoins, until

MyCoins receives a different instruction from the Client, agreed between the Parties and/or established by law in written and/or electronic form;

23.13. The Client authorizes MyCoins to transfer and/or disclose the Client's personal data or other confidential information in MyCoins's possession to MyCoins's associated person(s) and/or MyCoins's partner companies for the purpose of carrying out various marketing offers. In addition, the Client will be entitled to request the related person(s) to stop direct marketing, in a written and/or electronic form agreed between the Parties and/or established by law;

23.14. For the avoidance of doubt, it shall not be considered direct marketing and the Client shall not be entitled to require MyCoins to stop sending various advertising/informational messages if said advertising/informational messages are delivered to the Client directly at MyCoins service points (for example advertising banner, flyer, oral offer and others), or MyCoins-owned (MyCoins-affiliated) in electronic channels (including MyCoins website, mobile application, ATM, internet banking, mobile banking, MyCash system, any remote service channel(s) and others);

23.15. Video surveillance and audio recording. Based on the goals of protection of security, property and confidential information, as well as to ensure quality control of services, in compliance with the requirements established by the law of Georgia "On Personal Data Protection", in MyCoins, the external perimeter and entrance(s) of the building(s), workplace(s) are monitored through video surveillance and audio recording system(s), also, video surveillance is carried out through electronic devices of MyCoins partner banks and/or electronic devices of MyCoins partner companies and other partner companies, and audio recording takes place during telephone communication with MyCoins;

23.16. At MyCoins service points, as well as when communicating with MyCoins, the Client will be informed about the progress of video surveillance and audio recording in an appropriate manner. The Client, realizing the need for video surveillance and audio recording, gives his/her consent to the processing of said data;

23.17. Copyright. The Client agrees that the Client data (print, audio and/or visual) placed by him on the MyCoins website, mobile application and other electronic channels/remote service channel(s) if it does not belong to the Client's personal data, will be considered the property of MyCoins and MyCoins will fully acquire the copyright property rights to said data upon posting;

23.18. Update data. Processing and storage period. Each party is obliged, both during the term of the Agreement and after the end of the contractual relationship, not to disclose and/or not to transfer confidential information to third party(ies);

23.19. During the validity of the Agreement, as well as after its termination, the processing (including transfer and/or receipt of data to the State Services Development Agency, JSC “Creditinfo Georgia” and other third parties listed in these conditions) of the information mentioned in this chapter for the purposes specified in this chapter by MyCoins will continue for the period that corresponds to the goals and interests of MyCoins, is required by the regulator and/or provided by the law;

23.20. The processing of the data provided by the Client to MyCoins through electronic channels (remote service channel(s) and/or other technical means of data transmission) does not stop if the Client deletes this data from the electronic channels, the said data will also be stored for that period, which is consistent with MyCoins's goals and interests, is required by a regulator and/or is required by law;

23.21. At the Client's request, MyCoins will provide the Client with the information contained in MyCoins regarding his/her personal data within the limits provided by the law. MyCoins is authorized to charge a service fee for providing the mentioned information, except when the obligation to provide the information free of charge is stipulated by the legislation;

23.22. MyCoins's right to process the Client's personal data is terminated upon termination of the Agreement by the Parties;

23.23. If the Client believes that the information about the Client in MyCoins is incorrect or incomplete, s/he is obliged to immediately notify MyCoins in writing;

23.24. Unless otherwise specified by law, the Client is not entitled to request MyCoins to delete personal data about him stored in MyCoins.

24. Service suspension

24.1. MyCoins has the right to suspend the Client's Personal Account or any related payment services, subject to two weeks prior notice to the Client. The Client has the right to suspend the operation of his Personal Account at any time in accordance with Article 21 of the Terms. At the same time or at any time after notification of the suspension of the Personal Account,

MyCoins may assist the Client to cash out the balance in his Personal Account, provided that the Client has no current debt;

24.2. If there is a reserve on the Client's Personal account, the suspension of the Client's Personal account will not affect the right of the Client to have MyCoins block the amount of the reserve and withdraw the funds accordingly during the agreed period;

24.3. eMoney is entitled to suspend the eMoney Personal account at any time without prior notice if:

24.3.1. Client violates any provision of these Terms, or any other provision;

24.3.2. The Client violates, or MyCoins has reasonable grounds to believe that the Client has violated, any law or regulation governing the Client's use of the Personal account;

24.3.3. MyCoins has reason to believe that the Client is in any way involved in fraudulent activity, money laundering, terrorist financing or other criminal activity;

24.3.4. In accordance with Article 21 of the Terms and Conditions;

24.4. MyCoins is entitled to suspend the Client's Personal account at any time if:

24.4.1. MyCoins has reasonable grounds to believe that the Client's Personal account is being used by another person, including for security purposes; or

24.4.2. MyCoins reasonably suspects that the Client's Personal account has been, or is currently being used without the Client's permission, or in a fraudulent manner; In such case, MyCoins shall notify the Client prior to the suspension of his/her Personal account, or when this is not possible under the circumstances, immediately after the suspension of the Personal account, unless the law prohibits notification to the Client;

24.4.3. In accordance with Article 21 of the Terms.

25. Making changes to these Terms

25.1. These terms and conditions may be subject to change. Changes will be made by MyCoins without prior notification to the Client, however, in case of changes in the conditions, the Client must again express his/her consent to them in order to receive services after the change. At each change of terms, the Client will have the opportunity to express his/her consent while using MyCoins through any channel.

26. Communication rule

26.1. Based on the present Terms, the notification to the Client may be sent:

26.1.1. At the address specified by him;

26.1.2. To the e-mail address;

26.1.3. As a short text message (SMS) on a mobile phone;

26.2. The message can be delivered to the address indicated by the Client every day, from 10:00 a.m. to 7:00 p.m. The message is considered delivered even if no person is present at the relevant address at that time or a person refuses to accept the message;

26.3. For the purposes of submitting a notice, any person is considered an authorized person, regardless of whether s/he or she directly represents the Client or a member of his/her family. Delivery of notice to this person shall be considered delivery of notice to the Client;

26.4. The Client, every day from 10:00 to 19:00, provides the possibility of receiving messages by e-mail and mobile phone. Accordingly, the message sent during this time is considered delivered from the moment of sending;

26.5. MyCoins has the right to choose among the means provided for in the first paragraph of this article. MyCoins is authorized to use one, several or all means for sending messages. However, the delivery of a notice using one of the means is sufficient for the corresponding legal effect, and the Client is not entitled to rely on the fact that MyCoins has not attempted delivery several times or by several or all means;

26.6. The Client confirms that s/he agrees to receive payments and correspondence electronically after entering into an Agreement with MyCoins in electronic form, without directly signing the documents manually. The Client is informed that the report presented by MyCoins is informative and its non-acceptance does not mean non-payment of current debt, payable commission or any other monetary obligation;

26.7. If the account specified by the Client or any information specified in the Agreement, including contact data, changes, the Client is obliged to immediately notify MyCoins and provide all changed information. In case of failure to provide information on the change of contact data, the notification sent to the Client's contact data provided by these conditions shall be considered as received by the Client;

26.8. Any other notice provided for in the sixth paragraph of this article shall be considered received by MyCoins if it is made in writing and sent to MyCoins's address;

26.9. If MyCoins has sent written notices to the Client at the address indicated by him about any payments, including current debts or other ordered letters based on the Agreement, s/he has the right to request reimbursement of expenses incurred from the Client;

26.10. MyCoins is obliged to respond to any message received from the Client in written or electronic form within no more than 20 days after receiving the request;

26.11. The Client is entitled to request a copy of these Terms and Conditions, for which the Client should contact the MyCoins Client Service Center.

27. Claims

27.1. Any kind of claim related to MyCoins or the services offered by it must first be submitted to the MyCoins Client Service Center by the Client for consideration. The Client is obliged to clearly indicate that s/he wishes to apply to MyCoins with a claim. This enables MyCoins to distinguish between a claim and a simple inquiry. MyCoins will confirm receipt of the claim to the Client within 10 working days. The Client is entitled at any time to request a copy of the prescribed procedure for claims (if any).

28. Indemnification and Limitation of Liability

28.1. Given that MyCoins is acting on behalf of the Client, when providing the Services, the Client agrees to indemnify and hold harmless MyCoins against any damages, losses, legal costs, claims, actions or suits brought by the Client or a third party, resulting in damage or loss to MyCoins. The Client shall also indemnify and hold harmless MyCoins from damages arising out of the use of the Services (including, without limitation, remote services) provided for in the Terms, or damages arising from the operation of such services (including, without limitation, remote services); The Client acknowledges that said transactions will be carried out in accordance with the instructions and authorizations received by MyCoins under these Terms and any other relevant special terms, Agreements, Agreements or similar instruments. The Client also agrees and confirms that the indemnification conditions will remain in force and will be legally binding on the Client even if the aforementioned services are partially or completely canceled;

28.2. The Client acknowledges and agrees that he/she may be required to sign and execute additional indemnification Agreements, statements or other similar documents, especially in relation to transactions made using the Access Code(s). Such supplemental Agreements, statements and similar remedies shall be in addition to and not in lieu of the indemnification provisions herein;

28.3. Notwithstanding the provisions of these Terms, MyCoins shall not be liable to the Client for any loss or damage arising directly or indirectly in connection with these Terms. Notwithstanding the foregoing, MyCoins excludes any liability for loss or damage, loss of profit, business, income or projected savings related to the banking services specified in the Terms;

28.4. The foregoing indemnification and limitation of liability provisions shall apply to MyCoins's officers, directors, employees, representatives and agents, except to the extent that the loss is caused by the negligence, willful misconduct, or willful misconduct of MyCoins or the foregoing (any limitation without including violation of these terms);

28.5. The conditions mentioned in this article will remain in force even in case of termination of the services specified in the Agreement, until the Parties have fully fulfilled the obligations arising from the Agreement and conditions;

29. Taxes

29.1. The Client is responsible for filing tax returns with the state or other authority in accordance with these terms. The Client is also responsible for paying any outstanding taxes (including without limitation value added tax), customs duties, and taxes that may be imposed on any obligation, which may arise in connection with the management of the Personal account(s) or any or all of the services specified in these Terms (collectively, "Tax Liability"); In addition, MyCoins itself will be responsible for paying any tax or liability related to the commission amount received from the Client. If Georgian law provides that any obligation can be paid by withholding, MyCoins and/or any company of the group will pay or deduct such amount at the expense of the Client, provided that MyCoins sends the Client a corresponding notification. If MyCoins is subject to any tax or penalty due to Client's tax liability by law, Client shall promptly indemnify MyCoins against all such liability unless such tax or penalty is due to the negligence, willful misconduct or willful misconduct of any entity of MyCoins;

29.2. MyCoins is obliged to comply only with the requirements stipulated by the legislation and tax code of Georgia. In addition to the laws of Georgia, the Client must comply with the legal requirements of other relevant countries (including the laws of the country of which the Client is a citizen or in which country s/he lives).

30. Anti-money laundering and crime prevention measures

30.1. The Client acknowledges that the activities of MyCoins, as well as the Group companies, are regulated by the laws of Georgia on the prevention of money laundering and similar crimes. Therefore, MyCoins and group companies are required by law to identify the Client's identity and source of income before the Personal account opened by the Client with MyCoins becomes valid. If the Client does not answer all the questions in the application or does not provide MyCoins with all the requested information, MyCoins may not accept the Client's application for services;

30.2. Under these Terms, the Client unconditionally consents to MyCoins providing information (in particular, about international transfers of funds, about the recipient of funds transferred from the Client's Personal account or about the funds credited to the Client's Personal account) about the Client to the relevant anti-money laundering authorities (in Georgia and abroad) without prior notification to the Client. Such information includes, without limitation, the names and identification data of persons with whom the Client has a financial relationship;

30.3. In special cases, as a result of crime prevention measures, it is possible to delay the execution of the Client's tasks or the receipt of funds, but, if possible, MyCoins will explain to the Client the reasons for the delay;

30.4. Disclosure of information to anti-money laundering and crime prevention agencies shall not be considered a breach of confidentiality pursuant to the provisions herein; Neither MyCoins nor its group companies shall be liable to the Client for any direct or consequential loss (including without limitation lost profits) resulting from compliance with such legislation.

31. Transitional provisions

31.1. The Client's Personal account is intended for the Client's personal use, and according to these terms and conditions, the Client is not authorized to transfer its rights to third parties;

31.2. MyCoins declares that certain services presented in the present conditions may not be available at a certain moment, which belongs to the discretion of MyCoins, and accordingly, MyCoins will not be responsible in the event that the said services are not provided, or are partially provided;

31.3. The Client's Personal account is managed in Georgia and these terms and conditions are subject to and interpreted in accordance with the laws of Georgia. Any type of dispute arising from the mentioned conditions, or otherwise related to the Client's Personal account, will be directed exclusively to the courts of Georgia;

31.4. In the event that any part of these terms and conditions is recognized by a competent court with relevant authority as invalid, illegal, or unenforceable, the said part will be considered as severable from the rest of the provisions of the terms, while the rest of the provisions will continue to be in full force within the limits permitted by law;

31.5. By agreeing to these terms and conditions, the Client unconditionally consents to the fact that MyCoins can at any time assign, sell or transfer the rights, duties and benefits specified in these terms and conditions to another third party without prior notice to the Client;

31.6. The headings mentioned in these Terms are used only for convenience and do not affect the definition and interpretation of the Terms;

31.7. In case of a request by MyCoins, the Client is obliged to provide MyCoins with any additional information and also to present relevant supporting documents, which MyCoins requires or is determined by the legislation of Georgia;

31.8. If any clause or part of these terms and conditions is revoked, invalidated or terminated for any reason, the said clause or part of it will no longer apply, which will not affect the legal force of the remaining clauses of the terms and conditions;

31.9. MyCoins has the right to unilaterally make changes to the text of these Terms and to notify the Client about this through MyCoins's informational means, including the MyCoins website, any other channel available to MyCoins and/or e-mail;

31.10. Delay by MyCoins in exercising its rights does not mean that MyCoins waives its rights; In addition, partial or complete non-use of any right of MyCoins does not mean a restriction on the full use of this right in the future;

31.11. Any and all rights granted to MyCoins as a result of Client's breach of the Terms are cumulative and in addition to all other rights granted by these Terms or by law;

31.12. The Client, without the written consent of MyCoins, is not authorized to transfer the rights and claims arising from these conditions or assign obligations to another person;

31.13. All rights and obligations provided for in the terms apply to the successors of both Parties;

31.14. By Agreement of the Parties, the legal address of MyCoins is considered to be the place of fulfillment of these terms and conditions;

31.15. Annex(es) to these Terms constitute an integral part thereof;

31.16. In cases that are not provided for in the terms, the Parties will be guided by the norms governing the relevant relationship established by the law and/or additionally agreed-on terms;

31.17. The Terms and Conditions are drawn up in Georgian. If one of the Parties does not know the Georgian language and/or its script, or the Parties or one of the Parties wishes, then the terms and/or other related Agreement(s) may be drawn up and concluded in another language acceptable to the Parties. When interpreting the terms, priority is given to the text written in the Georgian language. The mentioned norms also apply to the relationship between the Parties and/or to the drafting or interpretation of the terms and conditions or any other document.

32. Personal data processing and protection policy

MyCoins's policy on processing and protection of personal data (hereinafter - the "Policy") defines the strategy for the protection of personal data processed in the personal data information system of MyCoins and establishes the basic principles and mechanisms of personal data;

The Policy is the main governing document of MyCoins, which defines the requirements for ensuring the security of personal data;

The security of personal data can be achieved by excluding unauthorized, including accidental, access to personal data, the possible consequences of which are destruction, modification, blocking, copying, and distribution of personal data;

Ensuring the security of personal data during their processing in the information system is carried out with the help of the personal data protection system, which includes organizational

measures and means of information protection, as well as information technologies used in the information system. Technical and software tools must meet the requirements established by the legislation of Georgia, which ensures the protection of information;

32.1. General provisions

32.1.1. Purpose and scope of application of the policy: The purpose of the policy is to ensure the security of personal data, as well as to implement the provisions of normative legal acts and other documents in the matter of personal data protection. The main purpose of ensuring the security of personal data is:

32.1.1.1. Avoiding the violation of the right of the subject of personal data (individuals) to protect the confidentiality of the information processed in the personal data information system of MyCoins;

32.1.1.2. preventing distortion or unauthorized modification of personal data processed in MyCoins's personal data information system;

32.1.2. Preventing Unauthorized Actions on Personal Data Information: Policy requirements must apply to all MyCoins employees:

32.1.2.1. On MyCoins automated systems;

32.1.2.2. On means of telecommunication;

32.1.2.3. On information resources and information carriers;

MyCoins's internal documents, which include matters discussed in the policy, must be processed in accordance with the provisions of the policy and must not contradict them;

The policy is a local statutory act of MyCoins and takes effect from the moment of signature of the General Director of MyCoins on the approval order;

32.2. Principles of personal data processing

Processing of personal data is carried out on the basis of the following principles:

32.2.1. Lawfulness and integrity of the purposes and methods of personal data processing;

32.2.2. Compliance of the purposes of personal data processing with the predetermined and declared purposes at the time of personal data collection, as well as with the powers of MyCoins;

32.2.3. Compliance of the volume and nature of processed personal data, compliance of personal data processing methods with the purposes of personal data processing;

32.2.4. Accuracy of personal data, their sufficiency for the purposes of processing, inadmissibility of excessive processing of personal data in relation to the stated purposes during the collection of personal data;

32.2.5. Inadmissibility of merging personal data into the database of information systems created for incompatible purposes;

32.3. Personal data processing methods

MyCoins may process personal data using automation tools, as well as without using such tools;

32.4. Subjects of personal data

MyCoins (the operator of personal data) can process personal data of the following categories of personal data subjects:

32.4.1. Clients

32.4.2. In accordance with clause 23.3 of the Agreement

32.5. Purposes of personal data processing

Assessment of the Client's solvency and all other purposes specified in Article 23 of the Agreement;

32.6. List of processed personal data

32.6.1. Surname, first name, father's name;

32.6.2. Gender;

32.6.3. Marital status, number of children;

32.6.4. Persons on leave;

32.6.5. Date and place of birth;

32.6.6. Passport data;

32.6.7. Registration address;

32.6.8. Actual address;

32.6.9. Ownership of residential property, address;

32.6.10. Contact phone numbers;

32.6.11. E-mail;

32.6.12. The level of education;

32.6.13. Activity status (general);

32.6.14. Monthly income level;

32.6.15. IP address;

32.6.16. The personal data processed/to be processed also includes, without any limitation, the personal data specified in Article 23 of the Agreement.

32.7. Personal data retention periods

The processing of personal data begins from the moment of receiving personal data in the information system and ends:

32.7.1. In the case of detection of improper actions directed at personal data within three working days from the moment of such detection, MyCoins performs the elimination of the admitted violation. In the event of non-compliance with the elimination of violations committed within three working days from the moment of detection of unfair actions directed at personal data, personal data shall be destroyed. MyCoins informs the subject of personal data or his/her legal representative about the elimination of violations and the destruction of personal data, and if the appeal or request was sent by the body authorized to protect the rights of the subjects of personal data, MyCoins also informs the said body;

32.7.2. In the event that the purposes of personal data processing are achieved, MyCoins immediately stops processing personal data and destroys the relevant personal data within three working days from the date of achievement of the purpose of personal data processing, and, notifying the subject of personal data or his/her legal representative, and if the appeal or request was sent by the body authorized to protect the rights of the subjects of personal data, MyCoins also informs the said body;

32.7.3. In the event that the subject withdraws the consent to the processing of his/her personal data, MyCoins stops the processing of personal data and destroys the relevant personal data within three working days from the date of receipt of said withdrawal. MyCoins informs the subject of personal data about the destruction of personal data;

32.7.4. In case of termination of MyCoins activity.

32.8. Terms of processing of personal data

During the processing of personal data, the following conditions must be observed:

32.8.1. Confidentiality of personal data;

A list of information about confidential data is documented with MyCoins. MyCoins and third parties to whom personal data is available must ensure the confidentiality of such data, except in the following cases:

32.8.1.1. In case of depersonalization of personal data;

32.8.1.2. Towards publicly available personal data;

32.9. Entrusting the processing of personal data to third parties

In the event that, based on the Agreement, MyCoins instructs a third party to process personal data, an essential condition of the Agreement is the obligation of the said person to ensure the confidentiality of personal data and the security of personal data during their processing. The director of MyCoins controls the fulfillment of this request;

32.10. Storage and destruction of personal data

The storage of personal data must be carried out in such a way that the process of determining the subject of personal data does not last longer than the time specified for the purpose of this data processing. Personal data is subject to destruction if it is unnecessary to achieve the goals;

The destruction of personal data is regulated by the Act. The place of storage of material carriers of personal data is approved by the decree of the General Director;

32.11. Processing of personal data for the purpose of progress of services

The processing of personal data for the purpose of progressing services in the market by making direct contacts with the potential Client with the help of means of connection is allowed only with the prior consent of the subject of personal data;

32.12. Trans-border transfer of personal data

MyCoins may carry out cross-border transfers of personal data;

In order to carry out the cross-border transfer of personal data, it is necessary to obtain the consent of the subject of personal data;

Cross-border transfer of personal data without the consent of the subject of personal data is possible in the following cases:

32.12.1. When performing the Agreement, the party of which is the subject of personal data;

32.12.2. In case of protection of life, health, and other vital interests of the subject of personal data, in case of impossibility of obtaining the consent of the subject of personal data;

32.13. General requirements regarding the organization of personal data protection

32.13.1. General provisions

The organization of personal data security works is carried out by the General Director; The development and implementation of personal data security measures can also be performed by other organizations that have a license for the right to carry out relevant work on the basis of an Agreement. Persons responsible for working with personal data are appointed by order of the General Director of MyCoins. Persons who need access to personal data processed in information systems for the performance of official duties shall have the right to access the relevant personal database;

32.13.2. Measures to ensure the security of personal data during automated processing

32.13.2.1. Personal data protection system

32.13.2.1.1. Ensuring the security of personal data during their processing in information systems is carried out with the help of a personal data protection system, which includes information organizational measures and means of protection (including cryptographic means, means of preventing unauthorized access, information leakage, means of software-technical influence on technical means of personal data processing), as well as information technologies used in the information system. During the processing of personal data in the MyCoins information system, the following must be ensured:

32.13.2.1.1.1. Conducting measures aimed at preventing unauthorized access to personal data and/or transferring them to third parties who do not have the right to access such information;

32.13.2.1.1.2. Timely detection of facts of unauthorized access to personal data;

32.13.2.1.1.3. Not allowing to affect the technical means of automated processing of personal data, as a result of which their functioning may be disturbed;

32.13.2.1.1.4. The possibility of immediate recovery of such personal data that have been modified and destroyed during their unauthorized access;

32.13.2.1.1.5. Continuous control of ensuring the level of protection of personal data;

32.13.2.2. List of measures to ensure the security of personal data;

32.13.2.2.1. Measures to ensure the security of personal data during their processing in information systems include:

32.13.2.2.1.1. To determine security risks of personal data during their processing;

32.13.2.2.1.2. Development of a personal data protection system, which ensures the neutralization of possible threats using the methods and means of personal data protection available for MyCoins provided for the relevant classes of information systems;

32.13.2.2.1.3. Checking the readiness for the use of information protection means and drawing up a conclusion on allowing their exploitation;

32.13.2.2.1.4. Installation and commissioning of information protection means in accordance with operational and technical documentation;

32.13.2.2.1.5. To learn the rules of working with information protection tools for persons who use information protection tools used in information systems;

32.13.2.2.1.6. Accounting of the used means of information protection, their operational and technical documentation, personal data carriers;

32.13.2.2.1.7. Registration of persons allowed to work with personal data in information systems;

32.13.2.2.1.8. Control of compliance with the conditions of use of information protection means provided for by operational and technical documentation;

32.13.2.2.1.9. Hearings and drawing up conclusions on the facts of insecurity of the conditions of storage of personal data carriers, use of information protection means, the result of which is the violation of the confidentiality of personal data and or other violations;

32.13.2.2.1.10. Description of personal data protection system;

32.13.2.3. Areas where personal data is processed;

32.13.2.3.1. Placement of information systems, special equipment and protection of premises where personal data is processed, the organization of the security regime in these premises should ensure the safety of personal data carriers and information protection means, and the impossibility of entry of outsiders into these premises;

32.13.3. Control and supervision of compliance with policy requirements

The control and supervision of the fulfillment of the policy requirements is carried out periodically, within reasonable time limits established by MyCoins;

The control includes the verification of the fulfillment of the requirements of the normative documents of information protection, as well as the evaluation of the effectiveness and justification of the measures taken. It can be implemented by a structural subdivision responsible for personal data security or on the basis of an Agreement with other organizations that have licenses for technical protection and information privacy protection activities;

32.13.4. Funding of personal data security measures

Financing of personal data security measures is carried out with MyCoins funds and provided for in the MyCoins budget.

32.14. Liability for Violation of Policy Requirements

Persons who violate the requirements of the policy will be held accountable in accordance with the legislation of Georgia.

Terms are valid since June 11, 2018



Appendix #1 Fees and Commissions

Transfer of cryptocurrency from a personal account	Commission	Minimum commission	Maximum commission
To any email address on foreign servers	1.00% of the transferred cryptocurrency (the specified commission is charged to the client in the corresponding cryptocurrency)	5.00 GEL	