

## GENERAL TERMS AND CONDITIONS

**of Tiwala Solutions Korlátolt Felelősségű Társaság  
ensuring services on behalf of CoinCash (hu.coincash.eu) and MrCoin**

**([www.mrcoin.eu/hu](http://www.mrcoin.eu/hu))**

### **I. INTRODUCTION**

- 1.1 These General Terms and Conditions (hereinafter: GTC) of Tiwala Solutions Kft. (hereinafter: the Service Provider) includes rules and general terms and conditions for the virtual currency related services to natural and legal persons (hereinafter: the Customer) provided via the websites belonging to **the CoinCash (hu.coincash.eu) and MrCoin (mrcoin.eu)** brands. The initiation of a sales transaction concluded between the Service Provider and the Customer (hereinafter: the Parties), the establishment of a business relationship, as well as the acquaintance and acceptance of the General Terms and Conditions by the Customer together shall constitute a commercial contract.
- 1.2 Acceptance of the GTC by the Customer shall be considered as a precondition to use the possibility of exchanging the virtual currency by the Customer on the websites ensured by the Service Provider (hu.coincash.eu and mrcoin.eu, hereinafter: the Service Provider's website or website) or to pay the value of the virtual currency in person or to redeem the virtual currency for legal tender at the Service Provider.
- 1.3 The GTC may contain different provisions depending on whether the Customer may use CoinCash services on the hu.coincash.eu website or MrCoin services on the mrcoin.eu website.
- 1.4 By accepting the offer for the sale of virtual currency initiated on the Service Provider's website or in person at the Service Provider, the Customer accepts these General Terms and Conditions and provides its consent to the fulfillment of the sale and purchase thereupon.
- 1.5 The Customer shall provide its acceptance of the General Terms and Conditions on the Service Provider's website with an X in the box indicating the acceptance, and on the cryptocurrency purchase / sale receipt in case of a paper-based contract.
- 1.6 The Service Provider shall be entitled to unilaterally amend these General Terms and Conditions on its website, with a simultaneous communication to the Customer. The Service Provider shall publish the amendment to the GTC on its website or initiate the acceptance thereof by the Customer, by an e-mail. The amended provisions shall enter into force for the Customers with the conclusion of the first sale and purchase initiated after the publication, whereabout the Service Provider shall inform the Customer by way of raising awareness of the amendment, which shall also apply to the sale and purchase initiated after the amendment.
- 1.7 In case of an amendment to the GTC, the Service Provider shall inform the Customer that the amendment shall be deemed accepted by the Customer if the Customer has not informed the Service Provider of the refusal to accept the amendment before the amendment enters into force. The Service Provider shall consider as a refusal all statement from the Customer whereupon the Customer does not accept to be bound by the amended conditions. The Service Provider hereby informs the Customer that in case of refusal to accept the GTC, provision of services thereby is not possible.

- 1.8 The Service Provider shall provide the Customers with the technical information required for the use of the website and not included in the GTC, by means of the information available on the website or through the Service Provider's Customer Service.

## **II. DEFINITIONS**

### **Exchange Rate:**

In connection with the exchange between virtual and legal or virtual and virtual currencies, it shall mean a specified exchange rate published by the Service Provider's managing director, employee and contractors in person and on the basis of the data specified on the Service Provider's website. The Service Provider shall ensure the exchange of those legal and virtual currencies for the Customers listed on the <https://hu.coincash.eu/arfolyam/> subpage. The Service Provider shall hereby highlight the fact that the exchange rates specified on the <https://hu.coincash.eu/arfolyam/> subpage shall be for information purposes only and shall not constitute a binding offer. The Exchange Rate applicable to the sale and purchase within the framework of the actual provision of services shall be specified in all cases in accordance with the provisions of these GTC, on the basis of individual pricing, whereabout the Service Provider shall inform the Customer via e-mail communication.

### **Public Distributed General Ledger Register (Public Blockchain):**

A database of digital transactions organized at a certain time, which are created, renewed, and stored on all media devices of each participant at the same time, based on a predefined algorithm, ensuring thereby the identity retaining feature of the database for all users. This is the blockchain.com website in case of bitcoin, which allows users to track a virtual currency transaction called bitcoin. In case of a settlement of the service contract with the Customer, the Service Provider shall consider the public information included in the distributed register of digital transactions to be a means of proof with full probative value.

### **Electronic Exchange:**

Non-paper-based exchange initiated by the Customer, the Customer's beneficiary or proxy by way of a contract concluded with the Service Provider using the Service Provider's electronic service on the Service Provider's website and having a material scope of purchasing and selling a virtual currency, which transaction shall be legally and economically independent of the legal relationship between the Customer and the beneficiary or the relationship between the Customer and the proxy.

### **Announcement:**

Electronic disclosure of the informative exchange rate of the virtual currencies offered by the Service Provider in the form of a list or exchange rate sheet, as well as a list containing other information on the virtual currencies. Application thereof shall not be obligatory for the Service Provider.

### **Website:**

[hu.coincash.eu](https://hu.coincash.eu) and [mrcoin.eu](https://mrcoin.eu) are web-access points.

### **Take over of Cryptocurrency Purchase / Sale Receipt:**

The Customer shall initiate the Service Provider's service for the sale and purchase of virtual currencies on a paper-based form filled in on paper by the Service Provider's employee, contractor and managing director and accepted by the Customer personally or through his / her beneficiary and accept the offer for sale. Prior to receipt / acceptance, the Service Provider shall verify all data necessary for the completion of the virtual currency exchange, in particular the data enabling the identification of the Customer, the Customer's representative or beneficiary.

**Working Day:**

The calendar day on which the Service Provider is open to perform virtual currency exchange operations in person at the place of its central business.

**Paper-Based Exchange:**

A paper-based exchange request initiated on a form provided by the Service Provider, during which the Customer initiates the provision of services by the Service Provider not electronically and accepts its offer by means other than electronically.

**Current Account Holder:**

A natural person over 14 years of age, legal person or other entity contracted with a payment service provider, to whom the payment service provider provides payment or financial services.

**Person Having the Power of Disposal:**

With respect to a bank payment account, it shall be the person authorized by the Current Account Holder, if such person may not exist, it shall be the Current Account Holder. With respect to virtual currencies, the person who holds the private key in the virtual currency wallet.

**SMS Notification:**

The service of the Service Provider, whereupon the Service Provider shall send a short text message (Short Message System) to the mobile phone number specified by the Customer, about the preparation of the exchange or related to the exchange transactions.

**Document for personal identification:**

A document suitable for the personal identification specified in the Service Provider's Anti-Money Laundering and Customer Identification Policy.

**Service:**

Exchange transaction between virtual and legal or virtual and virtual currencies for Customers.

**Details of the Service Provider:**

Name: Tiwala Solutions Kft.

Registered seat: 1131 Budapest, Mosoly utca 40/A. 1. em. 3.

Tax number: 26757489-2-41

Company registration number: 01-09-343101

Contact: [support@coincash.eu](mailto:support@coincash.eu)

**Policies of the Service Provider:**

Internal and public policies of the Service Provider that include these General Terms and Conditions governing the Service Provider's services related to virtual currencies, the terms of use of the Service Provider's websites and the Anti-Money Laundering and Customer Identification Policy, and the Privacy Policy.

**Service or exchange contract:**

A contract concluded between the Service Provider and the Customer for the virtual currency exchange.

**Business Relationship:**

The legal relationship between the Customer and the Service Provider, which is established by a contract for the service covered by these GTC. The contractual

relationship is an agreement on the provision of the exchange of virtual and legal currency and virtual and virtual currencies, which shall not create a continuous business relationship between the Service Provider and the Customer.

**Customer:**

Natural persons of full age or over the age of 14 with the consent of a parent / legal representative at the time of using the exchange and transfer service, as well as the legal entity or other organization on behalf of which, the Service Provider completes exchange of virtual currencies into legal tender on the basis of a statement handed over in person or recorded on its website initiating the use of the service (exchange and transfer).

**Customer Risk Factors:**

Low and high risk factors defined in Ministerial Decree No. 21/2017 (VIII.3) of the Ministry for National Economy and the annexes thereof.

**Initiation of Exchange:**

A submission of an order by the Customer on the Website of the Service Provider and an acceptance thereof by the Service Provider by means of delivering a confirmation e-mail shall be considered as an initiation of exchange. In case of a paper-based exchange, it shall be a written declaration from the Customer containing the identification data required for the establishment of the Business Relationship, as well as the type and value of the virtual or legal tender to be exchanged.

**Approval of Exchange Request:**

Paper-based Exchange:

A joint signature of the Paper-Based Cryptocurrency Purchase / Sale Receipt by the Customer's and the Service Provider's representative, which shall establish a binding offer of the Service Provider and a payment obligation for the Customer to complete the exchange, shall be considered an approval.

Electronic transaction, use of the Service Provider's website:

A transfer of the virtual or legal tender by the Service Provider shall be deemed to be an approval in case of a change initiated on the Website.

The provision of customer information prior to the actual transfer or the preparation of the actual transfer by the Service Provider shall not be considered as approval.

Delivery of a confirmation e-mail to the Customer about the order acceptance which contains at least the current informative exchange rate, the name and quantity of the expected virtual or legal tender, shall in particular be considered as a preparation. The final performance rate approved by the Service Provider will be sent to the Customer in a separate e-mail confirming the fulfilment of the order.

**Virtual currency:**

A digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically.

**Exchange to virtual or legal tender:**

Exchange to a virtual or legal tender shall mean the sale of a virtual currency to the Customer by the Service Provider and the transfer thereof to a virtual wallet address provided by the Customer, and the purchase of the virtual currency at a price specified by the Service Provider and a transfer of the consideration for the virtual currency to the current account provided by the Customer or a physical hand-over thereof at the request of the Customer.

**Virtual (crypto) currency changer:**

A service provider that performs exchange transactions between virtual and legal or virtual and virtual currencies on a professional basis.

**III. SUBJECT MATTER OF THE SERVICE**

- 3.1 The Service Provider has performed an exchange of a legal or virtual currency into a virtual or legal tender for the Customer.
- 3.2 Within the course of the exchange transaction, the Customer, prior to the completion of the exchange, shall be obliged to pay the consideration for the virtual or legal currency specified in the virtual or legal currency and to provide the data related to the exchange service regulated in these GTC.

**IV. CONCLUSION OF THE SERVICE CONTRACT**

- 4.1 The service contract may be concluded in verbal or written form, or by implied conduct, in particular through the use of the Service Provider's Website enabling the use of the service and the distant communication, by accepting the terms and conditions set out in the Service Provider's pre-defined Service Providers Policies and initiating the exchange transaction.
- 4.2 Prior to the conclusion of the Service Contract, the Service Provider shall present in person (via its employee, managing director or legal representative) the essential content of the General Terms and Conditions, in particular the exchange rate of the virtual and legal currency, to the Customer or disclose an extract thereof in Hungarian on its service provider website.
- 4.3 By way of a verbal initiation of a virtual currency exchange or signing a paper-based version thereof, and in case of submitting an exchange request by means of registering on the Website of the Service Provider, the Customer declares that it has read the General Terms and Conditions and the applicable Service Provider Policies and accepts its provisions as binding.
- 4.4 The Service Provider shall record the essential contents of the contract concluded electronically thereby with its Customer, so that they can be accessed later in the event of judicial or administrative inquiries binding on the Customer and the Service Provider.
- 4.5 The Customer shall be obliged to provide the data specified in the Service Provider Policies - necessary for the use of the service – as accurate. In order to use the service, the Customer shall hereby explicitly authorize the Service Provider to verify the information provided, deeds submitted and presented, and its image and signature in the register of the authority issuing the document, as well as in public and non-public databases, in particular in order to comply with anti-money laundering rules. The Customer shall be obliged to notify the Service Provider within five (5) working days of any change in its data provided thereto during the registration on the Service Provider's Website or at the time of concluding the service contract.

**V. TERMINATION OF THE SERVICE RELATIONSHIP**

- 5.1 The provisions of this clause shall apply to the termination of the contractual relationship established on the basis of these General Terms and Conditions, as well as to the settlement between the Service Provider and the Customer in the event of termination.

- 5.2 The contractual relationship shall be terminated as follows:
- 5.2.1 By the completion of the service by the Service Provider and the Customer,
  - 5.2.2 Upon the death of the Customer or the termination of the Customer / Service Provider without a legal successor,
  - 5.2.3 By a withdrawal from the contract by the Service Provider,
  - 5.2.4 By a withdrawal by the Customer, provided that withdrawal by the Customer is not possible after confirmation of the exchange by the Service Provider.
- 5.3 Upon termination of the contract, all exchange related services shall terminate.
- 5.4 The Service Provider shall start the performance of the exchange contract (by starting and initiating an exchange transaction) with the express prior consent of the Customer, and the Customer shall acknowledge that it loses its right of withdrawal after the full completion of the Service.
- 5.5 The Parties shall settle their accounts on the termination date the latest. The records of the Service Provider shall be relevant as regard the existence of the Customer's debts towards the Service Provider and the amount thereof.
- 5.6 Withdrawal from the contract must be notified to the Customer or Service Provider in written form. Withdrawal shall terminate the entire exchange contract. Upon a withdrawal from or termination of the exchange contract, the Service Provider shall be entitled to a consideration proportional to the service actually provided on the basis of the exchange contract, while the consideration for the non-performed service shall be returned to the Customer.
- 5.7 If the bank account at the Service Provider is terminated / modified, the Service Provider shall not be liable for the amount charged in favour of the terminated bank account after a notification thereabout. If its repayment shall involve a cost, the Service Provider shall refund the amount in return for the reimbursement of the costs incurred to the Customer who made the payment.
- 5.8 The Service Provider may withdraw from the exchange contract even in case of a serious breach of the contract or any contract concluded with the financial / payment institution by the Customer.
- 5.9 A breach of any material obligation under the contract or a repeated breach of any non-material obligation shall be deemed to be a serious breach of contract. The Service Provider considers the following to be a serious breach of contract, in particular:
- 5.9.1 Breach of the obligation to pay and provide information,
  - 5.9.2 The Customer breaches the provisions of the website usage policy and/or the GTC,
  - 5.9.3 The Customer does not comply with the conditions required for the use of the service, in particular the details of the customer authentication process included in the Anti-Money Laundering and Customer Identification Policy,
  - 5.9.4 The Customer does not use the service for its intended purpose,
  - 5.9.5 The Customer fails to fulfil any of its payment obligations as per the service contract,
  - 5.9.6 The Customer infringes the copyrights owned by the Service Provider,
  - 5.9.7 The Customer attempts to circumvent the protection and encryption system of the service,
  - 5.9.8 The Service Provider may consider that the Customer's conduct in connection with a service is a criminal offense or is presumably related to a criminal offense.
- 5.10 The Customer may terminate the exchange contract with immediate effect only before the commencement of the performance of the service. The exchange processes

initiated for the change of virtual currency shall be considered to be the commencement of performance.

## **VI. LEGAL CONSEQUENCES OF TERMINATION OF THE CONTRACT**

- 6.1 In the event of termination of the contract, the Service Provider shall inform the Customer about the performed, completed and aborted exchanges as per the contract on the day of withdrawal from the contract, within the framework of which the Service Provider and the Customer shall be obliged to settle accounts with each other.
- 6.2 The Service Provider shall only be entitled to a proportionate consideration for the exchange actually performed in accordance with the exchange contract, provided that the commencement of the service, ie the purchase / sale of virtual currency by the Customer or an attempt by the Service Provider with a financial obligation shall also be considered as a completed service.
- 6.3 All claims of the Service Provider arising from the exchange contract shall become due immediately upon termination of the Service Contract and the Customer shall be obliged to settle the debt indicated in the relevant balance notice within three (3) business days.
- 6.4 If the Service Provider at the time of the withdrawal, or the Customer at the time of withdrawal from the exchange contract or the termination of the contract for other reason, Customer may not dispose about the amount due thereto, the Service Provider shall keep it for a maximum of 1 month. The Customer shall hereby waive its claim for interest, fees or other (especially any indemnification, compensation) related to the retained amount by accepting the GTC.
- 6.5 In the event of the death of a natural person Customer, the contract and the established business relationship shall terminate. If it is not clear for the Service Provider in the event of the death of a Customer to whom it shall be obliged to perform, it shall act as follows:
  - 6.5.1 In the event of a declaration mortis causa, after the identification of the heirs specified therein and the presentation of the death certificate of the Customer to the heirs by the rightholders, or
  - 6.5.2 In other cases, the Service Provider shall perform by way of paying the amount due to the heirs after the identification of the heirs certifying their entitlement in the appropriate manner (by a valid and final notarial transfer order, court decision or certificate of inheritance, in the case of aliens by an authenticated document of their nationality) in an original deed.
  - 6.5.3 The money transferred by the deceased Customer to, but not paid by the Service Provider, shall be paid by the Service Provider to the heirs only upon the handover of the above-mentioned documents.

## **VII. REGISTRATION**

- 7.1 The public parts of the Service Provider's website are available to anyone without registration. If the Customer wishes to use the service through the Service Provider's website, a registration is required on the Service Provider's website. During the registration, the Customer must provide the Service Provider with personal data in accordance with the provisions of the Service Provider's Money Laundering and Customer Authentication Policy for a successful registration. A successful registration and an adequate level of customer authentication is a prerequisite for using the service. If this fails for any reason or to an unsatisfactory extent, the Service Provider shall be entitled to refuse the

conclusion of the contract and to reject the Customer's registration request without any reasoning.

- 7.2 The Service Provider shall inform the Customer about the success of the registration by e-mail.
- 7.3 The Customer shall be entitled to cancel its registration at any time by sending a request to the Service Provider's e-mail address ([support@coincash.eu](mailto:support@coincash.eu)). Upon receipt of the request, the Service Provider must cancel the registration.
- 7.4 The Customer shall be responsible for the confidentiality of the Customer's user (service access) data, in particular the password and username. If the Customer shall become aware of the fact that an unauthorized third party has accessed the data provided during registration, it shall be obliged to change its password immediately, and if it is suspected that the third party misuses the data in any way, it must notify the Service Provider at the same time.
- 7.5 The Service Provider can provide the Customer with a service if it can identify the Customer in accordance with the Anti-Money Laundering and Customer Authentication Policy of the Service Provider.

### **VIII. COMPLETION OF EXCHANGES**

- 8.1 Requirements for exchanging virtual currencies:
  - 8.1.1 Purchase transaction: the purchase of the Customer's virtual currencies specified by the Service Provider and communicated to the Customer, against HUF / euro / other legal or virtual currency.
  - 8.1.2 Sale transaction: selling such virtual currencies to the Customer that have been specified by the Service Provider and communicated to the Customer, against HUF / euro / other legal or virtual currency.
- 8.2 Actual completion of the exchange requires the transfer / handover of the legal or virtual currency to be exchanged, and, if the Service Provider requests, provision of the Service Provider with the document verifying the completion of the transfer or with other evidence, and the authentication of the Customer.
- 8.3 The Service Provider shall perform the sales or purchases of the virtual currencies to or from the Customer in accordance with the Customer's choice, in Hungarian forint (HUF and EUR and other legal tender published and listed on the Service Provider's website.
- 8.4 The Service Provider reserves the right to make the purchase or sale of a virtual currency subject to a minimum limit, the amount of which shall be communicated to the Customer in all cases on its website or in person in case of paper-based exchange.
- 8.5 The Service Provider may refuse the purchase of the virtual currency by the Customer, as well as the sale of the virtual currency without reasoning. If the Service Provider does not accept the Customer's purchase or sale request, the contractual relationship will not be established.
- 8.6 By concluding the service contract, the Customer shall expressly accept that the Service Provider shall handle and store its trade secret data with the purpose of providing the exchange service and in accordance with the current data protection rules.
- 8.7 The exchange rates applied by the Service Provider in case of electronic and cash exchange are as follows:



8.7.1 For paper-based exchanges: the individual exchange rate indicated on the purchase / sale receipt of the virtual currency, signed jointly by the Customer and the Service Provider's representative, shall be considered as an exchange rate valid at the completion of the service, and it includes all costs incurred in connection with the exchange service, which may be added by the Service Provider with an one-off transaction fee (to cover mining costs) upon the discretionary decision thereof. The Service Provider shall inform the Customer of the one-off transaction fee amount before the commencement of the exchange. The exchange rate communicated in this way shall bind the Service Provider to complete the exchange, while acknowledging the notification shall mean an acceptance of the offer by the Customer.

8.7.2 In case of using the electric exchange website:  
The exchange rates of the virtual currencies denominated in the current legal tender and available on the public website of the Service Provider - the exchange of which may be the subject matter of the service -, are for information purposes only, those are calculated on the basis of the global central rate of the virtual currencies and do not establish a binding offer. The Service Provider shall inform the Customer about the exchange rate applicable to its service - which includes all costs incurred in connection with the exchange service and which may be added by the Service Provider with a one-off transaction fee (to cover mining costs) upon the discretionary decision thereof -, in the individual offer available after the registration of the Customer, on the website where an electronic registration for the exchange is possible. At the moment of the order - after pressing the "Exchange" button - the Service Provider shall also inform the Customer about the valid current exchange rate in the e-mail confirming the order.

The Service Provider shall commence the performance only after the complete receipt of the legal or virtual currency specified in the order. The performance shall not commence automatically after the complete receipt of the legal or virtual currency, however, the Service Provider shall immediately start the preparation for the performance of the Service, with a special regard to its obligations under the Money Laundering and Customer Authentication Policy.

If the Service Provider has fully completed the preparation for the performance of the Service, it shall proceed with the performance and execute the ordered exchange Service at the current, individual exchange rate communicated to the Customer. The Customer shall be immediately notified of this fact by an e-mail confirming the performance sent to the e-mail address provided during registration, wherein the fact of the performance of the Service and the exchange rate shall also be specified.

In view of the possibility of extreme exchange rate fluctuation as regards the virtual currencies, the Service Provider, for the protection of the Customers, shall hereby undertake to notify them if there is a material exchange rate fluctuation. If the exchange rate at the time of placing the order and at the time of execution may show a difference higher than 5%, the Service Provider shall automatically suspend the transaction and contact the Customer at one of the specified contact details.

## 8.8 Customer notifications related to the execution of exchanges:

8.8.1 With the purpose of protecting the Customer, the Service Provider shall hereby undertake to suspend the exchange in case of an electronic exchange on the website, if the indicative exchange rate provided for the exchange initiated by the Customer and the execution rate may show a difference higher than 5% or more to the detriment of the Customer.

- 8.8.2 With the purpose of protecting the Customer, where appropriate, the Service Provider may suspend the exchange in case of an electronic exchange on the website, if the indicative exchange rate provided for the exchange initiated by the Customer and the execution rate may show a difference higher than 5% or more to the benefit of the Customer.
- 8.8.3 An execution rate at least 5 % higher than the indicative exchange rate in case of a sale, and an execution rate at least 5 % lower than the indicative exchange rate in case of a purchase, is being considered by the Service Provider as a loss of the Customer.
- 8.8.4 An execution rate at least 5 % lower than the indicative exchange rate in case of a sale, and an execution rate at least 5 % higher than the indicative exchange rate in case of a purchase, is being considered by the Service Provider as a derogation in favour of the Customer.
- 8.8.5 The Service Provider shall hereby undertake that, after the suspension, it shall notify the Customer at the e-mail address or telephone number provided thereby at the time of registration, and shall not complete the exchange due to the protection of the Customer's interests until the Customer's verbal or written feedback.
- 8.8.6 In the lack of a Customer feedback to the Service Provider within 5 banking days, the Service Provider may cancel the exchange and, in case of cancellation, it shall become entitled to deduct an administration fee as regards the legal or virtual currency already received, following the application of which, it shall refund the legal and virtual currencies already disposed thereto to the payment account or wallet address wherefrom it was settled for the benefit of the Service Provider.

#### 8.9 Completion date of exchanges:

- 8.9.1 The Service Provider shall specify that opening and closing times within the business day, between which initiating an exchange is possible.
- 8.9.2 For paper-based exchanges: between 9 am and 5 pm on banking days.
- 8.9.3 For electronic exchanges and in case of using the Service Provider's website: between 0 and 24 on every day of the year, except for the duration of planned maintenance and unplanned troubleshooting works.
- 8.9.4 Upon receipt of the exchange request, the Service Provider shall record and store the date of receipt of the exchange request (year, month, day, hour, minute) in addition to the data of the exchange.
- 8.9.5 The Service Provider shall pay them within 2 banking days following the receipt of the consideration for the exchange confirmed by the Service Provider. If completion of any additional customer identification operations may become necessary according to the Money Laundering and Customer Authentication Policy, these may cause delay in execution, and / or the Service Provider shall be entitled to refuse the exchange without execution. If the performance is delayed for reasons beyond the Service Provider's control, the Service Provider shall notify the Customer thereof. The following are in particular, but not exclusively considered by the Service Provider as a reason outside the control thereof:

- 8.9.5.1 A failure of the payment service provider's system or a delay resulting from the failure of the payment service provider of the service provider or the customer (beneficiary) or another financial service provider involved,
  - 8.9.5.2 Blockchain system failure,
  - 8.9.5.3 The failure of the third party service system used by the Service Provider to perform the service, such as, but not limited to, software supporting customer identification, hardware and software of service providers providing secure storage of virtual currencies, service platforms providing immediate virtual currency exchange, etc.
- 8.9.6 The Service Provider shall hereby exclude its responsibility in connection with delays due to reasons beyond its control.
- 8.10 If, in case of a paper-based exchange, the Customer's signature on the exchange declaration shall be incorrect or illegible, or the electronic or paper-based request shall be incomplete or may require additional customer authentication action, completion of which may cause delays, the Service Provider shall be entitled to refuse the completion of the exchange. In case of a paper-based cash exchange, the Service Provider shall consider only those requests to be valid which were submitted to its employee, managing director or legal representative.
- 8.11 The Service Provider shall only commence and execute the completion of the exchanges if all the data necessary for the execution, including, in particular, but not exclusively, the identification in accordance with the Anti-Money Laundering and Customer Authentication Policy, and the consideration are all available.
- 8.12 The Service Provider shall be bound by the deadlines included in these GTC only in case of an exchange request with correct, accurate data content. The Service Provider reserves the right to refuse the exchange without consideration due to lack of data. The Service Provider shall notify the Customer of the refusal.
- 8.13 If the consideration for the exchange is not provided in full by the Customer for the exchange service, the Service Provider shall not commence the performance of the service. The Service Provider shall not be liable for any damages resulting from such delay.

## **IX. REFUSAL OF EXCHANGES**

- 9.1 If the initiation of the exchange does not comply with the requirements prescribed in these GTC or the current Policies of the Service Provider, the Service Provider may refuse to completion of the exchange, in particular if the Customer fails to comply with the Anti-Money Laundering and Customer Authentication Policy and / or conditions of the transaction and may prevent thereby the Service Provider from implementing its measures aimed at preventing money laundering and terrorist financing.
- 9.2 The Service Provider may reject an exchange request issued and submitted in a manner that does not comply with the terms and conditions set forth in the GTC or other agreement concluded with the Customer.
- 9.3 The Service Provider shall refuse exchanges that cannot be performed due to the lack of performance of the consideration, unless otherwise agreed with the Customer.
- 9.4 The Service Provider may, in its sole discretion, consider and refuse to perform the exchange without any reasoning.
- 9.5 If the Service Provider may refuse the completion of the exchange, unless otherwise provided by law, it shall notify the Customer of the fact of the refusal and, unless otherwise

prohibited by law, of the reason for the refusal and the procedure for correcting the factual errors giving rise to the refusal.

- 9.6 The Service Provider shall send this notification verbally or in written form to the Customer immediately, but before the commencement of completing the exchange the latest, at one of the contact details provided during the Customer's registration.
- 9.7 If a refusal by the Service Provider shall be driven by a non-performance of the Customer, the Service Provider shall delete the exchange request affected by the non-performed consideration within 5 (five) working days from its systems, and may charge an administration costs as regards the legal or virtual currency provided thereto as a consideration of the possible partial performance or a fee proportionate to the directly incurred costs.

#### **X. FORM OF EXCHANGES**

- 10.1 The Customer shall be entitled to initiate an exchange request via a declaration being in accordance both with the Service Provider's Policies and the international industry standards for virtual currencies, both in terms of form and content. The Customer shall bear the damage incurring in case of an exchange request submitted with a different form and content, including late or inaccurate performance, refusal of the exchange, and reimbursement of the costs incurred by the Service Provider.

It shall be the Customer's responsibility to correct the data entry error before sending the contractual declaration or using the service, in particular the address of the virtual currency wallet to be used by the Customer for the exchange transaction, the related additional metadata ("TAG"), the specification of the block chain suitable for the management of the transaction and the virtual currency, and for the identification number of the payment account to be used by the Customer. After receiving the Customer's exchange request, the Service Provider shall confirm verbally or in writing the above detailed data provided by the Customer, and shall not be obliged to check those and to ensure the compliance thereof.

#### **XI. DATA NECESSARY FOR THE COMPLETION OF THE EXCHANGE**

- 11.1 The data required for the completion of the exchange is determined by the forms standardized by the Service Provider for paper-based exchanges, and by the data requested under the exchange menu on the particular electronic interface in case of an exchange on the Service Provider's website.
- 11.2 If the Customer may provide incorrect or incomplete data required for the completion of the exchange, the Service Provider shall not be liable for the resulting damage. In particular, the address of the virtual wallet to be used by the Customer for the exchange transaction, the associated additional metadata ("TAG"), the block chain suitable for the management of the transaction and the virtual currency, and the identification number of the payment account to be used by the Customer.
- 11.3 The Service Provider shall not be obliged to check the data provided during the submission and preparation of the exchange request and the correctness thereof, it shall hereby accordingly exclude its liability for incorrect or erroneous data provided there. Such data provided incorrectly or erroneously by the Customer, which causes delay or damage thereto, shall be deemed to be damage caused solely in the sphere of responsibility of the Customer.

#### **XII. CANCELLATION AND AMENDMENT OF THE EXCHANGE AND THE APPROVAL**

- 12.1 The Customer may cancel the exchange already initiated at the Service Provider prior to the transfer of the legal or virtual currency required for the commencement of the performance. In case of cancellation, the Service Provider shall delete the exchange.
- 12.2 After the Service Provider has received the consideration for the exchange, the Customer may not cancel or amend the exchange.
- 12.3 Following the receipt of the consideration for the exchange by the Service Provider, the Customer may initiate the cancellation of the exchange. If the Service Provider accepts the request for cancellation, the exchange will be deleted and the legal or virtual currency already received shall be refunded. The Service Provider may charge an administration cost as regards the legal or virtual currency provided thereto as a consideration of the possible partial performance or a fee proportionate to the actually and directly incurred costs

### **XIII. PROCESS OF THE EXCHANGE**

- 13.1 Initiation of the exchange shall become possible after entering the quantity of the selected virtual currency or the amount of the legal tender on the Service Provider's Internet surface or in a way specified in person. If required by the current Anti-Money Laundering and Customer Authentication Policy, registration, personal meeting or further details and support of the data related to registration may be conditions to record the exchange request. Customers checked-in (previously registered) on the Service Provider's website can initiate an exchange for the Service Provider by clicking on the "Start Exchange" function (technically: by filling in the order form).
- 13.2 Minimum exchange amount  
Until the amount of the purchase price or consideration of the virtual currencies chosen by the Customer do not reach this minimum exchange limit, the Customer may not initiate the exchange on the Service Provider's online interface or the Service Provider's employee, managing director or legal representative shall not accept that in person.
  - 13.2.1 For electronic exchanges:  
The minimum order amount changes dynamically, always in accordance with the current market conditions. The Service Provider shall always display the minimum exchange limit for the Customer on the Service Provider's website at the moment of submitting the exchange request, if the amount of the exchange to be initiated does not reach that.
  - 13.2.2 For paper-based exchanges:  
The minimum order amount changes dynamically depending on the personal capacity of the Service Provider and the current market conditions. The Service Provider shall provide the Customer with information on the current minimum exchange amounts in case of a paper-based exchange via its telephone, ticket or e-mail-based customer service.
- 13.3 There is only electronic option to initiate exchanges on the Service Provider's website. The Service Provider can only accept and complete the exchange if the Customer fully completes the fields on the registration and sale / purchase page. The Service Provider shall not be liable for any damages resulting from a failure to do so or for technical issues arising during the process. Exchange or transfer related or other damages or additional costs arising in case of an incorrect or insufficiently specified virtual currency wallet or other data, information, shall be borne by the Customer.
- 13.4 By submitting the exchange, the Customer shall accept that the Service Provider may use an intermediary service (another service provider) to prepare and complete the exchange.

- 13.5 The Service Provider shall hereby highlight for the Customer that specifying the wallet address of the virtual currency, any additional designation ("TAG") possibly associated with the portfolio, or the block chain associated with the virtual currency, and the exact indication of the virtual currency related Customer account number by the payment service provider is especially important due to the technological specialities of virtual currencies and the nature of the service. The Service Provider shall hereby draw the Customer's attention to the fact that the virtual currencies cannot be revoked by the Service Provider in case of their transfer. The Service Provider shall not be liable for any damages resulting from transactions initiated with data. The Customer shall understand and acknowledge that the Customer shall be responsible for the security of the virtual currency wallet addresses, the addresses shall be provided by the Customer to the Service Provider and the Service Provider shall not be liable for any damages resulting from a transfer to an incorrect address. The Customer shall acknowledge that cancellation is not possible as regards those transactions that were executed to an incorrect address due to the specialities of the blockchain technology, and the Service Provider can accordingly not modify, recall, delete or do a transfer to any other address upon the completion thereof.

#### **XIV. CONFIRMATION OF THE EXCHANGE REQUEST, BINDING OFFER**

- 14.1 Within 48 hours of receiving the exchange request of the Customer, the Service Provider shall send an automatic confirmation to the Customer, which confirmation e-mail shall contain the data provided by the Customer in the request, the exchange ID, the exchange date, the type, quantity, price, and the current exchange rate of the ordered virtual currency, and the quantity of virtual currency or the amount of legal tender to be charged to the Customer to the virtual currency wallet address or its payment account based on the order at an unchanged exchange rate, and shall include the final amount payable to complete the order. If the Customer has already sent the order to the Service Provider and may notice an error regarding the data in the confirmation e-mail, it must be notified to the Service Provider immediately, but no later than before the commencement of performance, in order to avoid the completion of unwanted orders. The Service Provider shall hereby call the Customer's attention to the fact that no subsequent complaint shall be acceptable as regards damages resulting from the non-knowledge or disregard of the data recorded in the information on the exchange request.
- 14.2 The Customer shall be released from the binding offer if it shall not receive a confirmation e-mail from the Service Provider within 48 hours about the commencement of the exchange.
- 14.3 The confirmation e-mail shall qualify of the Service Provider as an offer on request submitted by the Customer, upon the delivery of which, the Service Provider shall consider the provisions of these GTCs to be applicable to the transaction. A valid contract shall be concluded between the Service Provider and the Customer by accepting the offer, i.e. by fulfilling the obligations of the Customer related to the exchange transaction. The order and its confirmation shall be deemed to have been received by the Service Provider and the Customer when it shall become available thereto.

#### **XV. EXECUTION OF THE EXCHANGE**

- 15.1 The Service Provider shall make the credit related to the exchange in the virtual currency to the virtual currency wallet address specified on the exchange request, or in legal tender transferred to the payment account, or in cash in person.

- 15.2 If the HUF amount received for the benefit of the Customer may be credited to the Customer's non-HUF account by way of exchange, the Service Provider's payment service provider shall apply the conditions valid for foreign exchange transactions, and the Service Provider shall not be responsible for any exchange rate loss or additional costs arising of the application of these conditions. In case of a transfer specified in a currency other than the currency of the payment account at the Service Provider, the Service Provider shall debit or credit the transfer to the Customer in the currency in which this is possible. In this case, the Service Provider shall be entitled to charge an additional fee for such transactions with a simultaneous notification to the Customer.
- 15.3 The Service Provider shall accept in its payment account those payment made in favor of the Service Provider in connection with the contractual relationship, with titles and in a way being in accordance with the provisions of these GTC and the actual legislations.
- 15.4 In accordance with its policy applicable for the prevention of money laundering, the Service Provider shall be entitled and obliged to examine the origin of the money received on the Service Provider's payment account from time to time, may request an evidence of fund thereabout and shall be entitled to refuse the exchange in the lack of appropriate verification.
- 15.5 The date of executing an outgoing payment order shall be the date of crediting the payment account of the Customer or the beneficiary thereof in case of domestic payments.
- 15.6 The Service Provider shall inform the Customer of the expected date of crediting the funds from the exchange to the payment account of the Customer or its beneficiary. The Service Provider shall not warrant the completion of the crediting on time. In case of payments made in foreign currency, the Service Provider shall apply the deadlines published by the payment service providers for the payments made in foreign currency.
- 15.7 The Customer may place several orders at the same time, ie exchange of different virtual and legal currencies shall be possible at the Customer's choice.
- 15.8 The Service Provider shall also reserve the right to exclude any Customer from the service if the Customer may misuse or may not use for the intended purpose.
- 15.9 The Customer must identify itself prior to the transaction in accordance with the Service Provider's Anti-Money Laundering and Customer Authentication Policy.

## **XVI. EXCHANGE RATE USED BY THE SERVICE PROVIDER**

- 16.1 The exchange rates of the virtual currencies denominated in the current legal tender available on the public website of the Service Provider, the exchange of which may be the subject of the service, shall be only indicative. The Service Provider shall communicate the exchange rate governing its service, which includes all costs incurred in connection with the exchange service, and which may be supplemented by a one-time transaction fee (to cover mining costs) based on the Service Provider's decision. on the side that allows you to record. At the moment of the order - by pressing the "Switch" button - the Service Provider also communicates the valid current exchange rate to the Customer in the e-mail confirming the order.

The exchange rates of the virtual currencies denominated in the current legal tender and available on the public website of the Service Provider - the exchange of which may be the subject matter of the service -, are for information purposes only, those are

calculated on the basis of the global central rate of the virtual currencies and shall not establish a binding offer. The Service Provider shall inform the Customer about the exchange rate applicable to its service - which includes all costs incurred in connection with the exchange service and which may be added by the Service Provider with an one-off transaction fee (to cover mining costs) upon the discretionary decision thereof -, in the individual offer available after the registration of the Customer, on the website where an electronic registration for the exchange is possible. At the moment of the order - after pressing the "Exchange" button - the Service Provider shall also inform the Customer about the valid current exchange rate in the e-mail confirming the order.

- 16.2 In the event of a change of virtual currency made available to the Customer on the website, the Service Provider shall execute the exchange between legal and virtual currencies after the initiation of the exchange. The Service Provider shall specify the reference exchange rate providing basis for the exchange rate applied during the conversion, the subscription time of the reference exchange rate, the selling and buying exchange rates determined on the basis of the reference exchange rate and their validity period.
- 16.3 The applicable exchange rate may be approved by the Customer in person or on the website by initiating the exchange.
- 16.4 The Service Provider reserves the right to transfer to the Customer the network service fee which is continuously changing depending on the technological background of each cryptocurrency and which is charged by the network chosen by the Customer to complete the transaction, either in the form of a flat fee or a dynamically changing fee relevant for the actual exchange.
- 16.5 The Service Provider reserves the right to charge a minimum service fee for each low-value transaction in respect of low-value exchanges recorded by Customer.

## **XVII. TECHNICAL POSSIBILITIES FOR CORRECTING DATA ENTRY ERRORS**

- 17.1 Correction of data entry errors is possible on the Service Provider's Internet interface before pressing the "Start exchange" button. The data entered during registration and the login password can be changed in the Profile menu after log-in. The quantity and amount of virtual and legal currency can be checked in the Transactions menu and the transaction can be cancelled before execution begins. In the event of a data entry error detected after the commencement of the exchange, the Customer shall be obliged to immediately report the detected error to the e-mail address [support@coincash.eu](mailto:support@coincash.eu) or to one of the current contact details published on the Service Provider's website. The Service Provider shall not be liable for damages resulting from the failure to initiate the correction of detected data errors in accordance with the provisions of these GTC.

## **XVIII. TRANSFERS**

- 18.1 The Service Provider shall forward domestic HUF transfer orders via the Giro system, domestic foreign currency transfer orders and foreign transfer orders via the SWIFT / SEPA system to the Customer's payment account service provider.
- 18.2 The payment service provider of the Service Provider shall execute the order for the electronic transfer submitted within the deadline for the current day settlement and complying with the statutory requirements with intraday settlement.
- 18.3 The Service Provider shall undertake the transfer for the benefit of the Customer or the beneficiary only in full, and the Service Provider shall be entitled to set a separate fee



related to the execution of the transaction in case of fulfilment of a partial amount or transfer to several payment accounts.

#### **XIX. BANK ACCOUNT NUMBER OF THE SERVICE PROVIDER**

- 19.1 The Service Provider's bank account number shall be deemed to have been communicated and made known to the Customer upon receipt of the confirmation e-mail sent by the Service Provider to the Customer or after a personal communication thereof. The Service Provider shall hereby draw the Customer's attention to the fact that there could be a significant change in the exchange rate within the period between the transfer of the consideration amount for the exchange and the confirmation of its receipt and the commencement and closing of the exchange.
- 19.2 The virtual currency exchange shall not be deemed to have failed as regards the paid amount if the Service Provider cannot execute the virtual currency exchange request of the Customer immediately, only with a delay, provided that the delay may not exceed 48 hours.
- 19.3 After the completion of the transaction, the amount transferred or paid in cash by the Customer may not be refunded or returned to the original bank account.
- 19.4 The Service Provider shall be obliged to immediately provide the Customer with an electronic confirmation of the receipt of the legal currency.

#### **XX. LIABILITY FOR THE COMPLETION OF THE EXCHANGE TRANSACTION (INCORRECT TRANSFER)**

- 20.1 Both the Service Provider and the Customer shall consider the receipt of the virtual currency to be established if the particular transaction and the receipt thereof to the provided address shall become visible as accessible to everyone on the publicly discoverable block chain of the particular virtual currency. The Service Provider shall not be responsible for the execution of those transactions with erroneous data content, the erroneous nature of which is driven by the data provision by the Customer.
- 20.2 At the request of the Customer, the Service Provider shall be obliged to conduct as reasonably expected under the given circumstances in order to monitor the non-completed or incorrectly completed exchange transaction and to inform the Customer of the result of the monitoring, regardless of the liability for the non-completion or incorrect completion of the exchange / transfer transaction.
- 20.3 The provisions of the above paragraphs shall apply only if the payment service provider of the Customer or the beneficiary is located in the territory of an EEA State.

#### **XXI. CASH PAYMENT TO THE SERVICE PROVIDER**

- 21.1 Cash payments related to the service activities of the Service Provider may be made only at the locations specified by the Service Provider.
- 21.2 The Service Provider shall accept the Customer's and its authorized representative's certain exchanges to be made in cash on the Service Provider's standardized forms and with the data content according to the payment rules for domestic and foreign currency payments.
- 21.3 The Service Provider shall request a prior written or telephone notice from the Customer at least 24 hours before the commencement of the service for cash payments exceeding HUF 300,000 or the equivalent currency.

- 21.4 If the currency intended to be handed over by the Customer shall be or appear to be false or counterfeit, the Service Provider may refuse to provide the service related to this payment currency.

## **XXII. CUSTOMER INFORMATION**

- 22.1 The Service Provider shall contact the Customer in Hungarian and English as specified in the service contract, in accordance with the Customer's needs.
- 22.2 The Service Provider shall make any amendments to the GTC available on its website. However, if the Customer may request the delivery of a paper-based information, notification, the Service Provider shall send it thereto for a fee.
- 22.3 The Service Provider shall be entitled to suspend the delivery of paper-based information if the delivery thereof to the mailing address provided by the Customer may seem to be not possible based on the feedback of the Post.
- 22.4 At the request of the Customer, the Service Provider shall be obliged to make these GTC and the announcements and a copy of the contract available paper-based or on a durable medium at any time during the service contract against a fee.

## **XXIII. PERSONAL INFORMATION REQUEST**

- 23.1 The Customer or the beneficiary entitled for disposal shall be entitled to request information about the completion of the exchange in person at any time.
- 23.2 By using the Service Provider's service and by reporting the persons (beneficiaries) entitled to dispose of the legal or virtual currency arising from the exchange, the Customer shall expressly acknowledge that it has authorized the Service Provider to provide them with complete information about the exchange and transfer transaction in accordance with the reported (individual or joint) disposal rights.
- 23.3 Access holders may request information on the exchange and transfer only for the duration of their right of disposal, provided that the request for information / service may only cover the period during which the access holder was entitled to dispose as regards the transfer.

## **XXIV. PRELIMINARY INFORMATION ABOUT THE COSTS**

- 24.1 Upon request, the Service Provider shall inform the Customer about the fees and costs applied during the completion of the exchange. The Service Provider shall inform the Customer about the applied fees and costs in person or at the Service Provider's office in case of a paper-based payment order, or by e-mail in case of electronic exchange.
- 24.2 In case of a paper-based exchange with the Service Provider, the current exchange rate communicated to the Customer shall include all costs incurred in connection with the exchange service, which may be added with a one-off transaction fee (to cover mining costs) by the Service Provider. The Customer shall be informed of the amount of the one-off transaction fee before the initiation of the exchange.

## **XXV. OUT OF COURT FORUMS AVAILABLE FOR COMPLAINTS, CUSTOMER COMPLAINTS AND LEGAL DISPUTES**

- 25.1 The Customers may make remarks and complaints related to the services of the Service Provider at the customer service operated thereby. The Service Provider's customer service is available at the e-mail address [support@coincash.eu](mailto:support@coincash.eu) or at one of the contacts currently disclosed on the Service Provider's website.

Complaints related to the service can be submitted directly to the Service Provider.

- 25.2 In case of rejection of a complaint, the Service Provider shall inform the Customer that the Customer may apply to the Budapest Conciliation Board (address: 1016 Budapest, Krisztina körút 99., 3rd floor 310; mailing address: 1253 Budapest, Pf.:10.). The Service Provider does not undertake to be subject to the recommendation of a conciliation body.

The Customer shall be entitled to initiate proceedings in respect of the dispute through an online dispute resolution forum. The contact details of the online dispute resolution platform under Regulation (EU) No 524/2013 are as follows:

- Contact details of the Online Dispute Resolution Platform's contact point operated by the Budapest Conciliation Board,
- Direct access to the central customer service operated by the European Commission: <http://fogyasztovedelem.kormany.hu/node/4306>
- Direct access to the online dispute resolution platform operated by the Commission of the European Union: <http://fogyasztovedelem.kormany.hu/node/4535>.

## **XXVI. DATA MANAGEMENT AND DATA PROTECTION**

The Service Provider's Data Management Policy and Anti-Money Laundering and Customer Authentication Policy contain the detailed privacy rules as regards the Customer's personal data, which are available at the following link:

[hu.coincash.eu/Adatvedelem](http://hu.coincash.eu/Adatvedelem),  
[hu.coincash.eu/pmt](http://hu.coincash.eu/pmt).

## **XXVII. CLOSING PROVISIONS**

This GTC shall entry into force on the 1<sup>st</sup> of May 2022, whereby the earlier accepted GTC – if the Service Provider had one – shall be repealed at the same time.