GENERAL TERMS AND CONDITIONS

I. INTRODUCTION

- 1.1 These General Terms and Conditions (hereinafter "GTC") contain the terms and conditions of the services provided by Tiwala Solutions Ltd. (hereinafter referred to as the "Service Provider") via virtual payment assets to natural persons and legal entities (hereinafter "Customer"). The initiation of a sales transaction between the Service Provider and the Customer (hereinafter referred to as the Parties), the establishment of a business relationship and the knowledge and acceptance of the General Terms and Conditions by the Customer shall be considered collectively as a commercial contract.
- 1.2 Acceptance of the Terms and Conditions by the Customer is a prerequisite for the Customer to make use of the virtual currency option or to personally settle the value of the virtual currency on the Service Provider's website (hu.coincash.eu, hereinafter referred to as the Service Provider's Website or Website) or via the ATM electronic interface, or to redeem the virtual currency to the fiat currency with the Service Provider.
- 1.3 Customer agrees to these General Terms and Conditions and agrees to complete any sales made thereunder via the use of the Service Provider's Website or ATM interfaces or via the virtual currency purchase offer initiated on the Website or in person at the Service Provider.
- 1.4 Customer submits the acceptance of the Terms and Conditions by putting an X in the checkbox on the Service Provider's Website or on the interface of ATMs, and the Customer declares its acceptance on the cryptocurrency purchase / sale receipt in the case of paper contracts.
- 1.5 The Service Provider is entitled to unilaterally amend these General Terms and Conditions on its Website and via its ATM interface with simultaneous notification to Customers. The Service Provider shall publish the amendment to the GTC on its Website and on the interface of its ATMs, or shall initiate the acceptance of the amendment via an e-mail to the Customer. The amended provisions shall become effective with respect to Customers after the first sale initiated after the disclosure, and shall also apply to sales initiated after the amendment.
- 1.6 In the event of a GTC amendment, the Service Provider shall inform the Customer that it considers the amendment to be accepted by the Customer if the Customer has not notified the Service Provider before the amendment takes effect that it refused to accept that. The Service Provider shall consider any statement from the Customer as a rejection of the amendment whereupon the Customer does not declare itself to be bound by the amended terms.
- 1.7 The Service Provider provides the Customer with such technical information required for the use of the Website or ATM that is not contained in the GTC via the notifications available on the Website, on ATM interface or via the Customer Service of the Service Provider.

II. DEFINITIONS

ATM:

An electronic device (POS terminal) by means of which, the Customer has the possibility to buy virtual payment instrument from the Service Provider or sell that to the Service Provider by establishing an electronic connection. The ATM enables the execution of an electronic virtual currency exchange between the Service Provider and the Customer without the use of forms.

Exchange rate:

For the purposes of conversion between virtual and legal or virtual and virtual currencies, it shall mean the specific exchange rate published personally by the Service Provider's manager, employee, agent and based on data specified on the Service Provider's Website or by its ATMs, or displayed, specified on ATMs operated by the Service Provider. The Service Provider enables the Customer to exchange between fiat and virtual payment currencies as specified in Annex 1 of these GTC.

Distributed record of digital transactions (public blockchain):

A database of digital transactions organized at a certain time which are created, renewed and stored simultaneously on every storage media device of each participant based on a predetermined algorithm, ensuring thereby the storage function of the database identity for all users. In the case of bitcoin, this is considered to be the blockchain.com website which allows users to track a virtual currency transaction called Bitcoin. In the event of a settlement with the Customer under the service agreement, the Service Provider shall consider the public information contained in the distributed transaction log of digital transactions as a means of proof with full probative value.

Electronic exchange:

It is a non-paper-based exchange initiated by the Customer, the Customer's assignee or agent by the Service Provider in the form a contract concluded by way of using electronic service of the Service Provider via the Service Provider's Website or ATM to purchase or sell virtual payment currency, regardless of the relationship between the Customer and the beneficiary or the Customer and the authorized agent.

Announcement:

It is the provision of an informative electronic exchange rate of virtual currencies offered by the Service Provider in the form of a catalogue or exchange rate list, as well as a list containing other information on virtual currencies. It is optional for the Service Provider.

Website:

<u>hu.coincash.eu</u> is the web address.

Takeover of cryptocurrency purchase / sale receipt:

In case of paper-based exchange, the Service Provider shall take over / accept the initiation of virtual payment currency sale on the form filled on the proper paper-based version by the Service Provider's employee, agent or manager and submitted personally by the Service Provider. Before the takeover / acceptance the Service Provider shall verify all information necessary to complete the virtual payment currency exchange, with a special regard to the data enabling the identification of the Customer, Customer's agent or beneficiary.

Business day:

It is the day when the Service Provider is open for the execution of the virtual currency exchange transaction in person or via its website.

Paper-based exchange:

It is an exchange initiated on a paper-based form ensured by the Service Provider that is signed non-electronically by the Customer.

Payment account holder:

It is a natural person, legal entity, or other entity over the age of 14 having entered into a contract with a payment service provider who is provided payment or financial services by the payment service provider.

Authorized person:

It is a person authorized by the account holder to give orders with regard to the bank payment account. On the other hand, it is the person who holds private key of the virtual payment currency wallet with regard to the virtual payment currencies.

SMS notification:

It is the service of the Service Provider, whereupon the Service Provider sends short messages (Short Message System) to the mobile phone number specified by the Customer about the preparation of the exchange or in connection with the exchange transactions.

Document capable of personal identification:

It is a document capable of personal identification specified in the Service Provider's Anti-Money Laundering and Know Your Customer Policy.

Service:

It is the exchange between virtual and fiat or virtual and virtual currencies for the Customers.

Service Provider data:

Company name: Tiwala Solutions Ltd.

Seat: 1131 Budapest, 40/A Mosoly street 1st floor 3

Tax number: 26757489-2-41

Company registration number: 01-09-343101

Contact: tiwalakft@gmail.com

Service Provider Policies:

The Service Provider Policy includes the General Terms and Conditions of Service Provider's with regard to the regulations of the virtual payment services, the Anti-Money Laundering and Know Your Customer Policy, and the Privacy Policy.

Service or exchange agreement:

It is a virtual currency exchange agreement that is concluded between the Service Provider and the Customer.

Business relationship:

It is the long-term legal relationship between the Customer and the Service Provider which is established by the agreement for the use of the service covered by these GTC. The contractual relationship is a fixed-term or indefinite agreement governed by the General Terms and Conditions for the provision of service to exchange virtual and fiat currencies and virtual and virtual currency.

Customer:

It is an adult natural person or a natural person over the age of 14 with the consent of a parent / legal representative who is eligible for the exchange and transfer service or legal entity or other entity, for whom the Service Provider does virtual currency exchange based on the statement or business relationship subject to the Policy, submitted to the Service Provider that initiates the use of the service (exchange and transfer).

Customer risk factors:

These are high and low risk factors specified in the Decree No. 21/2017. (VIII.3) of the National Economical Ministry and the annexes thereto.

Initiation of exchange:

It shall be considered as an initiation of exchange if the Customer sends its order on the Service Provider's Website and the Service Provider accepts the order by way of sending confirmation e-mail. It shall be considered as initiation of exchange if the Customer chooses on the surface of the ATM what and how much virtual or fiat currency it exactly wishes to exchange. It is the written request of the Customer in case of paper-based exchange that contains what and how much virtual or fiat currency the Customer wishes to exchange.

Approval of exchange request:

Paper-based exchange:

Joint signature of the paper-based purchase / sale receipt by Customer and Service Provider's representative shall be considered as an approval that means a binding bid on the Service Provider and a payment duty on the Customer's side to complete the exchange.

Electronical order, use of ATM device:

Printing of a crypto sales coupon by the Service Provider shall mean an approval in case the Customer sells a virtual currency via the ATM device.

Approval shall take place by way of pressing the "BUY" button in case the Customer purchases a virtual currency via the ATM device. Inserting the fiat currency in an ATM device does not qualify as approval, the ATM device discloses only the actual informative exchange rate at this point. The final exchange rate approved by the Service Provider is fixed by pressing the "purchase" button.

<u>Electronical transaction, use of Service Provider's Website:</u>

Transfer of a virtual or fiat currencies by the Service Provider shall be considered as an approval in the event of an exchange initiated via 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 an approval.

Preparation shall include, in particular, the delivery of an order confirmation e-mail to the Customer containing at least the actual informative exchange rate, the name and quantity of the virtual or fiat currency to be expected. The final exchange rate approved by the Service Provider will be sent to the Customer via a separate email confirming the completion of the order.

Virtual currency:

It is a digital representation of value that is neither issued by a central bank or a public authority, nor necessarily linked to a fiat currency, it is however accepted by natural or legal persons as a currency, and may be transferred, stored or traded electronically.

Exchange to virtual or fiat currency:

Exchange to virtual or fiat currency means the sale of virtual currency for the Customer by the Service Provider, and the transfer thereof to the virtual wallet specified by the Customer, and the purchase of the virtual currency at the price specified by the Service Provider and the transfer of the consideration for the virtual currency to the payment account specified by the Customer or the personal handover thereof, upon Customer's request, also including ATM transactions.

Entity doing virtual (crypto) currency exchange:

It is a service provider that does exchange transactions between the virtual and fiat currencies or the virtual and virtual currencies on a commercial basis.

III. SCOPE OF SERVICE

- 3.1 The Service Provider exchanges the fiat or virtual currency to virtual or fiat currency for the Customer.
- 3.2 In the course of the conversion transaction, the Customer shall pay the consideration for the virtual or fiat currency specified in virtual or fiat currency before the completion of the exchange.

IV. CONCLUSION OF THE SERVICE PROVIDER AGREEMENT

- 4.1 The Service Provider agreement is concluded via verbal, written or implied conduct, in particular by the use of the Service Provider's Website that makes possible the use of the service and the distance communication or by the use of the ATM electronic interface with the purpose of accessing the service, by way of accepting the Service Provider Policies preliminary specified by the Service Provider and initiating an exchange transaction.
- 4.2 Prior to the conclusion of the Service Provider agreement, the Service Provider shall present the information including the essential content of the General Terms and Conditions, in particular the exchange rate of virtual and fiat currency, to the Customer personally (through its employee / agent / manager) or discloses a Hungarian extract thereof on the Service Provider's Website or the ATMs' surface.
- 4.3 By way of verbally initiation of the virtual currency exchange or via the signature of the paper-based version thereof, and in case of exchange request submission through the registration on the Service Provider's Website or the surface of the ATM device, the Customer declares that it has read the General Terms and Conditions and the actually effective Service Provider Policies and expresses its consent to be bound by those.
- 4.4 The Service Provider shall record the essential content of the agreement concluded between him and his Customer electronically, so that those become available later in case of court or authority requests binding on the Customer or the Service Provider.
- 4.5 The Customer is required to correctly fill in the data specified in the Service Provider Policies and necessary for the use of the Service. With the aim of using the service, the Customer expressly authorizes the Service Provider to check its disclosed data, submitted and presented documents, as well as his or her image and signature in the registry of the document issuing authority and in public and non-public databases, in particular for the purpose of controlling the compliance with anti-money laundering rules. Within five (5) business days the Customer shall notify the Service Provider of any changes in his / her details provided upon registration on the Service Provider's Wor provided upon the conclusion of the Service Provider Agreement.

V. TERMINATION OF THE SERVICE PROVIDER AGREEMENT

- 5.1 The provisions of this section shall apply to the termination of the Service Provider Agreement and / or the services available under the Service Provider Agreement and, in the event of termination, to settlement between the Service Provider and the Customer.
- 5.2 The Service Agreement is terminated as follows:

- 5.2.1 With the completion of the Service Provider Agreement 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 legal successor;
- 5.2.3 Withdrawal from the Service Provider Agreement by the Service Provider;
- 5.2.4 Withdrawal by Customer, provided that Customer's withdrawal is not possible after Service Provider has confirmed the exchange.
- 5.3 All exchange related services terminate with the termination of the Service Provider Agreement.
- 5.4 The Service Provider shall commence the completion of the exchange contract with the express prior consent of the Customer (initiation or launch the exchange transaction) and the Customer acknowledges that after the full completion of the service, it loses its right of withdrawal.
- 5.5 The Parties shall settle their accounts at the latest at the date of termination. The Customer's debts towards the Service Provider and the amount thereof shall be governed by the Service Provider's records.
- 5.6 Any withdrawal of the contract shall be notified in writing to the Customer or the Service Provider. Withdrawal will terminate the entire exchange contract. In the event of the withdrawal or termination of the exchange contract, the Service Provider shall be entitled to a consideration proportionate to the service actually completed under the exchange contract, while the consideration for the non-completed service shall be refunded to the Customer.
- 5.7 If the Service Provider's bank account is terminated / modified, the Service Provider shall not be liable for the amount credited in favour of the terminated bank account following such notification. If there is a charge to reimburse it, the Service Provider will refund the amount to the Customer who paid that in return of the payment of any costs incurred.
- 5.8 The Service Provider may also withdraw the exchange/ service contract in the event of a material breach by the Customer with regard to the service contract or any contract with the financial / payment institution.
 - 5.9 A breach of any material obligation under the Service Provider Agreement pr a repeated breach of any duty thereunder shall be considered as serious breach of contract. In particular, the Service Provider shall consider as a serious breach of contract:
 - 5.9.1 Breach of payment, notification duty;
 - 5.9.2 he Customer breaches the contract on the use of the service or the GTC;
 - 5.9.3 The Customer does not ensures the required conditions specified for the access to the Service, with a special regards to the details of the Know Your Customer process contained in the Anti-Money Laundering and Know Your Customer Policy;
 - 5.9.4 The Customer does not use the service as intended;
 - 5.9.5 The Customer fails to fulfil any payment duty under the service contract;
 - 5.9.6 The Customer infringes the Service Provider's intellectual property rights;
 - 5.9.7 The Customer tries to bypass the safety, confidentiality system of the service;
 - 5.9.8 The Service Provider considers that any Customer's conduct in relation to a Service constitutes a criminal offense or is alleged to be related to a criminal offense.
- 5.10 The Customer may terminate the exchange contract with immediate effect only before the commencement of the service completion. The conversion processes initiated to exchange the virtual currency shall be considered as commencement of the service completion.

VI. LEGAL CONSEQUENCES OF TERMINATING THE SERVICE PROVIDER AGREEMENT

- 6.1 If the Service Provider Agreement terminates, at the date of the withdrawal of the Service Provider Agreement, the Service Provider shall inform the Customer of the completed and interrupted conversions deriving from the Service Provider Agreement, in the framework of which the Service Provider and the Customer are obliged to settle their accounts.
- 6.2 The Service Provider shall be entitled only to the proportional consideration of the exchange actually made in accordance with the exchange agreement, provided that including the commencement of the service completion, ie the purchase / sale of the Customer's virtual currency or any attempt at financial liability by the Service Provider shall also be considered as completed service.
- 6.3 Upon termination of the Service Provider Agreement, all claims of the Service Provider deriving from the exchange contract shall become due immediately and within three (3) business days the Customer shall pay its debt as specified in the relevant balance statement.
- 6.4 By the withdrawal or if the Cusomer makes no declaration on the amount owed to it at the time of the exchange contract's withdrawal or termination thereof for any other reason, the Service Provider retains that amount for the benefit of the Customer for maximum 1 months. The Customer waives any interest, fee or other (in particular any indemnification or compensation) claim related to the retained amount by accepting the GTC.
- 6.5 In the event of the death of a natural person Customer, the Service Provider Agreement and the established business relationship shall be terminated. If it is not clear to the Service Provider in the event of the Customer's death, towards whom it shall complete, it shall proceed as follows:
 - 6.5.1 to the benefit of the beneficiary (s) in the event of a death order, upon identification of the beneficiary (s) specified therein and upon presentation of the presentation of the Customer's death certificate by the beneficiary (s), or
 - 6.5.2 in other cases, by way of payment of the sum owing to the successors upon the proper identification of their entitlement in original document (by fully effective and final notarial deed, by a court order or by a certificate of inheritance, with a document duly apostilled due their nationality in the case of foreigners).
 - 6.5.3 The money transferred by the deceased Customer to the Service Provider but not paid by the Service Provider, shall be paid by the Service Provider to the successors only upon the handover of the abovementioned documents.

VII. REGISTRATION

7.1 Public parts of the Service Provider's Website are available for anyone without registration. If the Customer wishes to use the service through the Service Provider's Website, it shall register on the Service Provider's Website. During registration, the Customer shall provide the Service Provider with personal information as specified in the Service Provider's Anti-Money Laundering and Know Your Customer Policy for the successful registration. Successful registration and proper customer identification are essentials to access the service. Shall this fail or be unsatisfactory for any reason, the Service Provider may reject the conclusion of the contract and to refuse the Customer's registration application without reasoning.

- 7.2 The Service Provider shall inform the Customer via e-mail about the success of the registration.
- 7.3 The Customer may cancel its registration at any time by sending a request to the Service Provider's e-mail address provided for this purpose (support@coincash.eu). Upon receipt of the request, the Service Provider shall ensure that the registration is cancelled.
- 7.4 Customer is responsible for maintaining the confidentiality of the Customer's user (service access) data, especially the password. If Customer becomes aware that an unauthorized third party may have accessed to the password provided during registration, it shall immediately change its password, and if it is assumed that the third party has misused the password, it shall notify the Service Provider at the same time.
- 7.5 The Service Provider may complete the service to the Customer if it is able identify the Customer with or without registration in accordance with the provisions of the Service Provider's Anti-Money Laundering and Know Your Customer Policy.

VIII. COMPLETION OF EXCHANGES

- 8.1 Requirements for the exchange of virtual currencies:
 - 8.1.1 <u>Purchase transaction</u>: purchase of virtual currencies specified by the Service Provider and communicated to the Customer from the Customer in consideration of HUF / EUR / other fiat currency or virtual currency.
 - 8.1.2 <u>Sale transaction</u>: the sale of virtual currencies specified by the Service Provider and communicated to the Customer in consideration of HUF / EUR / other fiat currency or virtual currency.
- 8.2 The actual completion of the exchange requires the transfer / personal delivery of the fiat or virtual currency to be exchanged and, upon request of the Service Provider, the provision of a document or other evidence of the transfer to the Service Provider and identification of the Customer.
- 8.3 The Service Provider shall sell or purchase virtual financial assets to or from the Customer in accordance with the Customer's choice and on the exchange rate published in the Forint (HUF) and the Euro (EUR) and other fiat currencies listed on the Service Provider's internet surface (website or ATM).
- 8.4 The Service Provider reserves the right to subject the purchase or sale of the virtual currency to a minimum amount, which is always communicated to its Customers.
- 8.5 The Service Provider may refuse the purchase of the virtual currency from the Customer, as well as the sale of the virtual currency without providing any reasons. If Service Provider does not accept Customer's purchase or sale request, Service Provider Agreement is not concluded.
- 8.6 By entering into the Service Provider Agreement, Customer expressly agrees that Service Provider shall process and store its data considered as business secret specifically for the purpose of providing the exchange service in accordance with the applicable data protection rules.
- 8.7 The Service Provider's electronic and cash exchange rates shall be as follows:
 - 8.7.1 <u>In case of paper-based exchange:</u> the amount and exchange rate specified on the cryptocurrency purchase / sale receipt signed by both the Customer and the Service Provider's repesentative shall be considered as exchange rate valid by

service completion, which represents a binding offer of the Service Provider for the completion of the exchange and the acceptance of the offer from the Customer's side.

- 8.7.2 Electronical exchange by use of ATM device: In the case of purchase of a virtual currency by the Customer through the ATM, the completion exchange rate shall be fixed by pressing the purchase button. The exchange rate displayed when the fiat currency is placed in an ATM is not considered to be the exchange rate, and the ATM will announce the actual, updated but informative exchange rate. The final completion exchange rate is fixed by pressing the Purchase button and the Service Provider assumes no responsibility for any exchange rate losses resulting from any exchange rate fluctuations while using the Service.
- 8.7.3 In the case of a virtual currency purchase transaction made by the Customer through the ATM device, approval shall be given by the Service Provider upon the crypto receipt is printed. If the Customer sends the exact amount of virtual currency indicated on the cryptocurrency wallet to the address of the cryptocurrency wallet within maximum 10 minutes which appears on the public blockchain of the specific cryptocurrency in a way that the Service Provider may identify that automatically and in an exactly equal amount the Service Provider shall consider the exchange rate specified ont he crypto purchase receipt as completion exhcange rate.
- 8.7.4 Operation of an ATM escrow account and failed ATM transactions: If the Customer does not transfer the virtual currency within the specified time frame (maximum 10 minutes), the ATM will automatically deposit the late or inaccurate amount of the virtual currency into the escrow account.
- 8.7.5 If the Service Provider does not receive the exact amount of virtual currency specified on the cryptocurrency coupon at the address of the virtual wallet specified on the cryptocurrency coupon, the ATM will automatically deposit the amount in the escrow account. This includes, in particular, any fees necessary for the transfer of the transaction (eg mining costs, transaction fees), which shall be borne by the Customers in this case.
- 8.7.6 If the transaction is unsuccessful for any of the above reasons or for any other reason, the Customer shall notify the Service Provider about the transaction failure. In this case, Service Provider shall promptly, but no later than within 5 banking days, investigate the cause of the failure and inform the Customer of the result.

8.7.7 <u>Electronical exchange via use of Website:</u>

On the Service Provider's Website, the exchange rates of such virtual currencies nominated in the fiat currency for which the exchange services are available at the Service Provider. These rates are for information purposes only and do not include any bidding obligation, include however all fees charged by the Service Provider. The exchange rate valid at the moment of the order is specified - by pressing the "Exchange" button - in the order confirmation e-mail, however, the Service Provider commences the completion only after receiving the fiat or virtual currency indicated in the order. Completion will not commence automatically upon the complete receipt of the fiat or virtual currency, however, Service Provider immediately commences to prepare for the completion of the Service, with particular regard to its obligations under the Anti-Money Laundering and Know Your Customer Policy. If the Service Provider has totally finished the preparation for the completion of the Service, it shall commence the completion of the service and execute the ordered exchange service at the actual completion exchange rate. Customer is immediately notified of this fact by the delivery of a confirmation email sent to your e-mail address provided during registration, whereby the fact of the

Service and the completion exchange rate is also recorded. In view of the volatility of virtual currencies, the Service Provider undertakes – in the interest of the Customers - to provide its Customers with an extra notification if any significant changes in the exchange rate occurs. Shall the difference, between the exchange rate at the time of order and the exchange rate at the time of completion, be more than 5%, the Service Provider shall automatically suspend the transaction and contact the Customer at one of the specified contact details.

8.8 <u>Customer notifications regarding the exchange completions:</u>

- 8.8.1 In the event of electronical exchange on the Website, the Service Provider undertakes to suspend the exchange in the interests of the Customer, if there is a 5% or greater difference between the indicative exchange rate and the completion exchange rate for the exchange initiated by the Customer.
- 8.8.2 In the event of electronical exchange on the Website, the Service Provider may suspend the exchange in the interests of the Customer, if, for the benefit of the Customer, there is a 5% or greater difference between the indicative exchange rate and the completion exchange rate with regard to the exchange initiated by the Customer, if applicable.
- 8.8.3 The Service Provider shall consider the Customer's loss in case of sale if the completion exchange rate is at least 5% higher than the informative exchange rate, and in case of purchase if the completion exchange rate is at least 5% lower than the informative exchange rate.
- 8.8.4 The Service Provider shall consider a difference in favor of the Customer in case of sale if the completion exchange rate is at least 5% lower than the informative exchange rate, in case of purchase the completion exchange rate is at least 5% higher than the informative exchange rate.
- 8.8.5 The Service Provider undertakes to notify the Customer following the suspension at the email address or telephone number registered by the Customer at registration and it shall not complete the exchange until the verbal or written confirmation of the Customer in order to protect Customer's interests.
- 8.8.6 If no confirmation is delivered to the Service Provider from the Customer within 5 banking working days, the Service Provider may cancel the exchange and, in such case, it may return the already credited fiat or virtual currency after deducting the 1.75% handling fee.

8.9 <u>Completion dates of exchanges:</u>

- 8.9.1 The Service Provider shall specify that start and end points within the working day, inbetween exchanges may be initiated.
- 8.9.2 In case of paper-based exchange: between 9 am and 5 pm on banking working days.
- 8.9.3 In case of electronical exchange via use of ATM device: Always governed by the actual opening hours of the commercial unit that provides the physical location of the ATM device that is available for example at the ATM subpage of the Service Provider's Website at hu.coincash.eu/atm,
- 8.9.4 In case of electronical exchange via using the Service Provider's Website: from 0 to 24 hours every day of the year, except during maintenance and unscheduled troubleshooting work.

- 8.9.5 Beside the exchange data, the Service Provider shall record and store the date of receipt of the exchange request (year, month, day, hour, minute) upon receipt of the exchange initiation request.
- 8.9.6 The exchange shall be confirmed without delay on working day between the start and end time. The Service Provider shall complete the exchange within 2 banking working days following the receipt of the consideration for the confirmed by the Service Provider. If further customer identification actions are necessary under the Anti-Money Laundering and Know Your Customer Policy, they may result in delayed completion and the Service Provider shall be entitled to refuse the exchange without completion. If the completion is subject to delay due to reasons beyond the Service Provider's control, it shall notify the Customer thereof. The Service Provider shall consider such a reason outside the Service Provider's control in particular:
- 8.9.6.1 Error of the banking system;
- 8.9.6.2 Error of the blockchain system;
- 8.9.6.3 Errors in the third party service system used by the Service Provider to complete the service, such as but not limited to customer identification softwares, hardwares and softwares of service providers ensuring the secure storage virtual currencies, service provider platforms providing instant exchange of virtual currencies, etc.
- 8.9.7 The Service Provider excludes its liability for any delay in the payment transaction due to reasons beyond its control. A reason beyond the Service Provider's control means that the amount deriving from the exchange transaction is credited by the Customer or its beneficiary with a delay attributable to the Service Provider's or the Customer' (beneficiary's) financial service provider or other financial service provider applied.
- 8.10 If the Customer signature is incorrect or non-readable in case of a paper-based exchange, or the paper-based or electronic request has data gap or there is a necessity for further customer identification under the Anti-Money Laundering and Know Your Customer Policy, these may cause delay in completion and the Service Provider is entitled to refuse the exchange without completion. In case of paper-based cash changes, orders submitted only to its agent / employee / manager shall only be considered as valid declarations.
- 8.11 The Service Provider shall commence and complete the exchange transactions only if all the data required for the completion, including the identification in accordance with the Anti-Money Laundering and Know Your Customer Policy, and the consideration are also available.
- 8.12 The Service Provider shall keep the deadlines set out in the GTC only in the case of exchange requests with correct and accurate data content. The Service Provider reserves the right to refuse the completion of the exchange without consideration due to data deficiencies. The Service Provider shall notify the Customer of the refusal.
- 8.13 If the Customer does not fully provide the Service Provider with the consideration for the exchange for the use of the exchange service, the Service Provider shall not commence the completion of the service. The Service Provider shall not be liable for damages resulting from any such delay.

IX. REFUSAL OF EXCHANGES

- 9.1 If the way of initiating the exchange does not comply with the requirements of the conditions of this GTC or the actual Service Provider Policies, the Service Provider may refuse to complete the exchange, in particular if the Customer fails to comply with the Customer and / or transaction related conditions of the Anti-Money Laundering and Know Your Customer Policy, preventing thereby the Service Provider from implementation the measures tot o counter financing anti-money laundering or terrorism.
- 9.2 The Service Provider may refuse any exchange request issued and submitted in a manner that does not comply with the terms and conditions of the GTC or the business relationship or other agreement with the Customer.
- 9.3 The Service Provider shall refuse any exchanges that are incapable of completion due to lack of payment, unless otherwise agreed with the Customer.
- 9.4 The Service Provider may consider at its own discretion and refuse to complete the exchange without providing any reason.
- 9.5 If the Service Provider refuses to complete the exchange, unless otherwise provided by law, it shall notify the Customer about the refusal and, unless otherwise provided by law, the reason for the refusal and the procedure for the correction of factual providing reason for refusal.
- 9.6 The Service Provider shall send this notice to the Customer immediately, but before the commencement of the exchange completion the latest, either verbally or in writing to one of the contact details provided during Customer registration.
- 9.7 The Service Provider return the paper-based document upon the Customer's request in case of refusal to complete paper-based exchange signed by the Customer, the paper-based document shall be returned at the Customer's request.
- 9.8 The Service Provider may charge a handling fee at amount of 1.75% of the consideration nominated in the fiat or virtual currency specified in the exchange request or a fee proportional to the actual and direct costs incurred in connection with the refusal.

X. EXCHANGE FORMS

The Customer may submit an exchange request to the Service Provider in a form and with a content also corresponding to the international standards, in an accurate and meaningful manner, in a readable form in case of declaration submitted in writing. It is important that you use the correct exchange type and menu option in case of electronic service. The Customer shall be liable for any damage arising from any exchange submitted in a different form and with different content, including the delayed or inaccurate completion, the refusal of the exchange.

It is the Customer's responsibility to correct the data entry error prior to the submission of the contractual declaration or using the service, with special regard to the address of the virtual wallet. The Service Provider however confirms the specified virtual wallet address to the Customer verbally or in writing after receiving the Customer's exchange request.

XI. DATA REQUIRED FOR THE COMPLETION OF THE EXCHANGE

11.1 The data required for the completion of the exchange shall be determined by the data indicated by the menu option on the electronic surfaces in case of exchange orders via form or the Service Provider's Website / ATM surfaces. These are the technical steps for the Customer whereabout the Service Provider inform the Customer on its internet surface for the purpose of electronical conclusion of the agreement.

- 11.2 The Service Provider shall not be liable for any damages resulting from incorrect or incomplete data entry by the Customer, with special regard to the provided wallet address in the case of virtual currency or the payment account number in the case of fiat currency.
- 11.3 The Service Provider shall verify the data specified in the bulletin box or its correctness in exchange requests and disclaims any liability for incorrect or mistakenly provided data entered therein. Such data provided by Customer incorrectly or mistakenly cause delay or damage to Customer.

XII. WITHDRAWAL, AMENDMENT OF EXCHANGE AND APPROVAL

- 12.1 The Customer may withdraw an exchange that has already been initiated by the Service Provider prior to the transfer of fiat or virtual currency required for the commencement of completion. In case of revocation, the Service Provider cancel the exchange.
- 12.2 After the Service Provider receive the consideration for the exchange, the Customer may not withdraw or amend the exchange.
- 12.3 Upon the Service Provider receive the consideration for the exchange the Customer may initiate the withdrawal of the exchange. If the Service Provider accepts the withdrawal request, the Service Provider cancels the exchange and the fiat or virtual currency already credited is returned. The Service Provider may charge a fee equal to 1.75% of the nominal value of the fiat or virtual currency of the exchange, or a fee proportional to the actual and direct costs incurred.

XIII. EXCHANGE PROCESS

13.1 The exchange may be initiated by the Service Provider at its internet surface, ATMs or personally after the specification of the quantity of the virtual currency or the amount of the fiat currency chosen for purchase. If required by the actual Anti-Money Laundering and Know Your Customer Policy, submission of exchange may be subject to registration or to specification of further personal or transaction related data. Customers logged in (previously registered on the Service Provider's Website) by clicking on the "Start exchange" functionality (technically: by filling out the order form) can initiate the exchange for the Service Provider, ie, to buy / sell each virtual payment instruments.

13.2 Minimum exchange amount

The Customer cannot initiate the exchange by the Service Provider and / or the Service Provider cannot accept that, till the price or consideration of the virtual currencies chosen by the Customer is below the minimum exchange limit.

- 13.2.1 Electronical exchange via using the Service Provider's Website:

 The minimum order amount shows dynamical changes, always depending on the market conditions. The Service Provider shall always present the minimum exchange limit to the Customer on its Website at the submission of the exchange order, if the exchange sum is below thereof.
- 13.2.2 Electronical exchange via using the ATM device:

 The minimum exchange amount may vary depending on the type of banknotes accepted by the ATM or loaded into the ATM Dispenser. The ATM operated by the Service Provider will always automatically return to the Customer the banknotes currently not accepted for any reason, and will always display on the ATM display what banknotes have been loaded into the ATM Dispenser and thus the exact amount the ATM can dispense. 1,000 HUF or 5 EUR are currently the smallest units that may be taken as fiat currency for the purchase of virtual currency at ATMs.

- 13.2.3 In case of paper-based exchange:
 The minimum order amount may vary depending on the capacity of the Service
 Provider. The Service Provider currently does not complete cash exchange under the sum of 50,000 HUF.
- 13.3 Exchanges may only be initiated electronically on the Service Provider's website / ATM interface. The Service Provider is able to accept and complete the exchange initiation only if the Customer fully completes the fields on the registration and sale / purchase page. The Service Provider shall not be liable for damages resulting from any failure to do so, or for technical issues occurring during the process. The Customer shall bear the costs of exchange, transfer or other damages or additional costs of the virtual instrument wallet or any other data, information that has been specified incorrectly or inadequately.
- 13.4 The Service Provider shall not complete the order in case of partial completion of Customer data, with a special regard to virtual wallet data.
- 13.5 By submitting the exchange order, the Customer agrees that the Service Provider may apply intermediated service (another service provider) to complete the exchange.
- 13.6 It is of special importance to specify the address of the virtual payment instrument's wallet and the payment service provider Customer bank account number related to the fiat currency, as the virtual financial assets may not be withdrawn by the Service Provider after their transfer. The Service Provider shall not be liable for any damage caused by the transfer to an incorrect or inaccurate virtual currency wallet address specified by the Customer's. Customer understands and acknowledges that Customer is responsible for the security of virtual wallet addresses, Customer provides such addresses to Service Provider, and Service Provider shall not be liable for any damage resulting from the transfer to an incorrect address. Customer acknowledges that due to the specific features of blockchain technology, transactions made to the wrong address cannot be withdrew, so that Service Provider is not able to modify, withdraw, cancel or otherwise complete a transfer to another address after it has completed that.

XIV. CONFIRMATION OF THE INITIATION OF EXCHANGE, BINDING OFFER

- 14.1 The Service Provider will send an automatic confirmation to the Customer within 48 hours of receiving the Customer-initiated exchange, that confirmation e-mail contains that data provided by the Customer by the initiation of the transaction, the ID number of the exchange, the exchange date, the type, amount, price, actual exchange rate of the virtual currency ordered, and the information what amount of virtual currency or how much fiat currency is credited to the wallet / payment account specified by the Customer at an unchanged exchange rate under the order, and shall also include the final amount payable to complete the order. If the Customer has already sent an order to the Service Provider and detects an error in the data of the confirmation email, it shall immediately notify the Service Provider, but before commencement of completion the latest, to avoid the completion of any order not intended.
- 14.2 The Customer will be relieved of the binding offer if a confirmation email on the commencement of the exchange is not delivered to it by the Service Provider within 48 hours.
- 14.3 The confirmation e-mail shall be deemed to be the Service Provider by which the Service Provider's acceptance of the offer made by the Customer, whereby a valid contract is concluded between the Service Provider and the Customer. The order and its confirmation shall be deemed to have been received by the Service Provider or the Customer when it becomes available therefor.

XV. COMPLETION OF EXCHANGE

- 15.1 The Service Provider shall complete the exchange related crediting in virtual currency to the virtual currency wallet address specified in the exchange order or to the payment bank account or in cash.
- 15.2 If the HUF amount in favour of the Customer is credited to the Customer's non-HUF account by exchange, the Service Provider's payment service provider shall apply the conditions applicable to foreign exchange transactions.
- 15.3 The Service Provider shall complete the official transfer order and the transfer order along the check of the Customer's bank account number and name.
- 15.4 In the case of a transfer specified in a currency other than the currency of the Service Provider's payment account, the Service Provider shall debit or credit the transfer to the Customer in the currency which makes it is possible. The Service Provider may charge additional fees for such transactions in these cases, by a preliminary notification to the Customer.
- 15.5 The Service Provider shall approve on its payment account the amounts that have been credited in favour of the Service Provider in connection with the Service Provider Agreement by virtue of legal title and manner under the terms and conditions of this GTC and the legislation in force.
- 15.6 The Service Provider may investigate the origin of the money credited on the Service Provider's payment account in accordance with its anti-money laundering policy, may request a fund origin certificate and may refuse to exchange in the absence of an appropriate certification.
- 15.7 In the case of domestic payments, the completion date of the outgoing payment order is the date when the Customer's or its beneficiary's payment account is credited.
- 15.8 The Service Provider shall notify to the Customer the date when the amount deriving from the exchange is credited to the Customer's / beneficiary's payment account. The Service Provider does not guarantee the timely completion of the crediting. The Service Provider shall apply the deadlines for foreign exchange payments in case of foreign currency payments.
- 15.9 Exchange of virtual or fiat currency (purchase or sale) is possible only with the virtual or fiat currencies specified by the Service Provider and notified to the Customer.
- 15.10 The Customer may place multiple orders at the same time, ie it is possible to do conversion between different virtual or fiat currency at the Customer's option. In all cases, the conversion shall be made at the exchange rate due at the time of the actual conversion, irrespective of the exchange rate that is actual at the time when the Service Provider approves the exchange.
- 15.11 The Service Provider reserves the right to refuse the exchange, transaction on a rate wrongly disclosed thereby due to technical error and to cancel such transaction.
- 15.12 The Service Provider furthermore reserves the right to exclude any Customer from the Service in case of an abusive use or a use not for the intended purposes by the Customer.
- 15.13 The Customer shall identify himself / herself prior to the transaction in accordance with the Service Provider's Anti-Money Laundering and Know Your Customer Policy.

XVI. EXCHANGE RATE APPLIED BY THE SERVICE PROVIDER

- 16.1 The Service Provider shall conclude purchase or sale transaction in consideration of forint or foreign currency on the basis of the exchange rate list published on the website and regularly updated (hereinafter referred to as the exchange rate list) for the virtual or fiat currency specified therein at the exchange rate specified on its website. In the case of the purchase and sale transactions, rounding shall be made, where necessary, in accordance with appropriate mathematical rules.
- 16.2 The Service Provider shall complete the exchange between the fiat and virtual currency after initiating the exchange in the event of an exchange of virtual currency made available to the Customer on the Website or at the ATMs of the Service Provider. The Service Provider shall determine the reference exchange rate providing as base for the exchange, the quotation period of the reference exchange rate, the sale and purchase rates determined on the basis of the reference exchange rate and the validity period thereof.
- 16.3 Approval of the applicable exchange rate may be made by the Customer personally or by initiating a change on the Website or via the ATMs.

XVII. TECHNICAL POSSIBILITIES TO CORRECT DATA ENTRY

17.1 Correction of data entry errors on the Service Provider's web interface is only possible before pressing the "Start exchange" button. You may change your registration details and login password at any time by logging in to the Profile menu. The amount / extent of the virtual / fiat currency may be checked at any time in the Transactions menu and may be cancelled before the commencement of the completion. In the event of a data entry error detected after the commencement of the exchange shall be immediately notified to support@coincash.eu or one of the actual contact details of the Service Provider published on the Service Provider's Website.

XVIII. TRANSFERS

- 18.1 The Service Provider shall forward the domestic HUF transfer orders via the Giro system, the domestic foreign currency transfer orders and the transfer orders to abroad via the SWIFT / SEPA system to the Customer's receiving payment service provider.
- 18.2 The Service Provider's payment institution completes the electronic payment transfer order submitted within the submission deadline for a completion on the reference day and corresponding to the legal preconditions by intraday settlement.
- 18.3 The Service Provider undertakes the transfer in favour of the Customer or the beneficiary only in full amount, completion of partial amount or transfer to several payment accounts is possible for an extra fee.

XIX. BANK ACCOUNT NUMBER OF THE SERVICE PROVIDER

- 19.1 The bank account number of the Service Provider shall be deemed to have been notified and known to the Customer upon receipt of the confirmation email sent by the Service Provider to the Customer or after a personal notification. We advise the Customer to bear in mind that the exchange rate may vary between the time when the transfer and crediting of the amount meaning a consideration for the exchange is confirmed and the time of the commencement and completion of the exchange.
- 19.2 The exchange of the virtual currency shall not be considered defective in relation to the amount paid, if the Service Provider can complete the exchange of the virtual currency

- requested by the Customer only with a delay, provided that the delay does not exceed 48 hours.
- 19.3 Return or refund to the original bank account of the sum transferred or paid in cash by the Customer may not be requested after the completion of the transaction.
- 19.4 The Service Provider shall immediately confirm the receipt of fiat currency by electronic means to the Customer.

XX. RESPONSIBILITY FOR THE COMPLETION OF THE EXCHANGE TRANSACTION (INCORRECT TRANSFER)

- 20.1 The Service Provider is responsible for the incorrect completion of the exchange if the exchange is initiated by the Customer, unless it proves that the virtual currency has been credited at the virtual currency wallet of the Customer or the beneficiary in an amount corresponding to that specified in the Service Provider Agreement and the delay is due to reasons outside the Service Provider's competence. Both the Service Provider and the Customer regard the receipt of the virtual currency as established if the specified transaction and the fact that it has been credited to the specified address is visible to everyone on the publicly available blockchain of the particular virtual currency.
- 20.2 In the event of recognition of its liability, the Service Provider shall without delay reimburse to the Customer the amount of the non-completed or incorrectly completed exchange transaction.
- 20.3 In order to follow-up the non-completed or incorrectly completed exchange transaction, the Service Provider, upon the Customer's request, shall act with such due care as required in the circumstances and inform the Customer about the result of the follow-up, irrespective of the liability issue with regard to the non-completion or incorrect completion of the exchange transaction / transfer.
- 20.4 If the exchange transaction is initiated by or via the Customer, the Service Provider shall be responsible to transfer the consideration of the exchange to the payment service provider of the Customer or the beneficiary with the immediate provision of the consideration derived in connection with the exchange to its own payment service provider contracted with the purpose of completion of service towards the Customer. In such a case, the Service Provider shall deliver or transfer the amount resulting from the conversion to the Customer's payment service provider. The Service Provider shall ensure that the consideration for the Customer's previously initiated exchange transaction is available for the Customer as soon as possible.
- 20.5 The provisions of the above clauses shall apply only if the Customer's or the beneficiary's payment service provider is located in an EEA State.

XXI. CASH PAYMENT FOR THE SERVICE PROVIDER

- 21.1 Payment in cash for the Service Provider's service activities may only be made at the locations specified by the Service Provider.
- 21.2 The Service Provider accepts certain conversions from the Customer and its representatives to be done in cash on its forms and with the data content as included in the payment rules for domestic and foreign currency transactions.
- 21.3 The Service Provider requests prior written or telephone notice from the Customer for cash payments in excess of HUF 300,000 or its equivalent that is delivered to the Service Provider at least 24 hours before it starts to provide the service.

21.4 The Service Provider may refuse to provide the service related to such payment instrument to be handed over by the Customer is forged, counterfeit or appears to be forge or counterfeit.

XXII. CUSTOMER INFORMATION

- 22.1 The Service Provider shall keep contact with the Customer as defined in the Service Provider agreement, in accordance with the Customer's requests in Hungarian and English languages.
- 22.2 The Service Provider shall send electronical notification to the Customer of any GTC amendments or make the changes available on its website / ATM interface. If, however, the Customer orders that a paper-based information or notice shall be sent, the Service Provider shall send it for a fee.
- 22.3 The Service Provider may suspend the delivery of paper-based notification, if the post office confirms that the delivery of the consignments is not possible at the mail address provided by the Customer.
- 22.4 At the Customer's request, the Service Provider shall, at any time during the term of the Service Provider Agreement, make the present GTC and the announcements, a copy of the contract available on paper or on a durable medium, in return for payment.

XXIII. REQUEST FOR PERSONAL INFORMATION

- 23.1 The Customer or the entitled beneficiary may personally request information at any time regarding the completion of the exchange.
- 23.2 The Customer expressly acknowledges by using the Service Provider's service and by notifying the persons (beneficiaries) who are entitled to use the legal or virtual currency arising of the exchange, that the Service Provider has the right to provide separately or jointly complete information about the exchange and transfer transaction in accordance with the registered rights to give order.
- 23.3 The persons authorized to give order may request information on the exchange and the transfer till their eligibility for such orders, so that the request for information / service may only relate to the period during which the authorized party was entitled for the transfer.

XXIV. PRELIMINARY INFORMATION ON COSTS

- 24.1 The Service Provider shall inform the Customer, upon its request, of the fees and costs applied by the completion of the exchange. In case of a paper-based payment order, the Service Provider shall inform the Customer about the applied fees and costs in person or in the Service Provider's office, in case of electronic exchange the Service Provider informs the Customer via e-mail upon a request.
- 24.2 The current exchange rate displayed on the Service Provider's website shall include all costs incurred in connection with the exchange service, which may be supplemented by a one-off transaction fee (to cover mining costs) as determined by the Service Provider at its own discretion. The Service Provider shall inform the Customer of the amount of the one-off transaction fee before initiating the exchange.
- 24.3 The current exchange rate displayed on the Service Provider's ATMs shall include all costs incurred in connection with the exchange service, which may be supplemented by a one-off transaction fee (to cover mining costs) at the discretion of the Service Provider. The Service Provider shall inform the Customer of the amount of the one-off transaction fee before initiating the exchange.

24.4 In case of a paper-based exchange with the Service Provider, the actual exchange rate notified to the Customer shall include all costs incurred in connection with the exchange service, which may be supplemented by a one-off transaction fee (to cover mining costs) at the discretion of the Service Provider. The Service Provider shall inform the Customer of the amount of the one-off transaction fee before initiating the exchange.

XXV. COMPLAINTS, CONSUMER COMPLAINTS, FORUMS FOR OUT OF COURT DISPUTE SETTLEMENTS

25.1 The Customer may submit any comments, complaints regarding the Service Provider's services to the Customer Service run by the Service Provider. The Service Provider's customer service is available at support@coincash.eu or via the contacts specified at the Service Provider's Website.

Complaints about the service may be submitted directly to the Service Provider.

25.2 In the event of the rejection of a complaint, the Service Provider notifies the Customer that the Customer may contact the Arbitration Board of Budapest (address: 1016 Budapest, 99 Krisztina boulevard, 3rd floor 310; mailing address: 1253 Budapest, Pf.:10.). The Service Provider does not declare a subordination to the recommendation of a conciliation panel.

The Customer is entitled to initiate proceedings in respect of any dispute arising through the online dispute resolution forum. The online dispute resolution platform under Regulation (EU) No 524/2013 is available at:

- Contact details of the Online Dispute Resolution Platform operated by the Arbitration Board of Budapest;
- Direct access to a central helpdesk operated by the European Commission: http://fogyasztovedelem.kormany.hu/node/4306;
- Direct access to the online dispute resolution platform operated by the European Commission: http://fogyasztovedelem.kormany.hu/node/4535.

XXVI. DATA MANAGEMENT AND DATA PROTECTION

The Service Provider's Privacy Policy and the Anti-Money Laundering and Know Your Customer Policy includes the detailed rules for processing the Customer's personal data, which are available at the following link:

hu.coincash.eu/en/dataprotection hu.coincash.eu/en/aml

XXVII. FINAL PROVISIONS

This GTC shall enter into force on June 10, 2019 and the previously accepted GTC shall simultaneously expire if the Service Provider has already had a GTC.

Annexes

1. List of virtual financial assets exchanged by the Service Provider

Annex 1.

List of virtual financial assets exchanged by the Service Provider

BTC Bitcoin
ETH Ethereum
LTC Litecoin
XRP Ripple
BCH Bitcoin Cash

EOS EOSXLM StellarTRX Tron

BNB Binance Coin ADA Cardano

0x 0x

AE Aeternity

ARK Ark REP Augur

BAT Basic Attention Token

BCD Bitcoin Diamond
BTG Bitcoin Gold

BTS BitShares
BTT BitTorrent
LINK Chainlink

MCO Crypto.com
DCR Decred

ENJ Enjin Coin

ETC Ethereum Classic

GAS GAS
GNT Golem
HOT Holo
ICX Icon
IOST lost

KMD Komodo LSK Lisk

LRC Loopring
MITH Mithril
NANO Nano
XEM NEM
NEO Neo

OMG OmiseGoONT Ontology

POWR Power Ledger

NPXS Pundi X
QTUM Qtum
SC SiaCoin
SNT Status
STEEM Steem
STRAT Stratis
THETA Theta
VET VeChain
WAVES Waves

Zilliqa

ZIL