

## Coin Rivet Terms & Conditions

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### III. Terms and Conditions of Use

These terms and conditions (“**Terms**” or “**Agreement**”) govern the use of the Services (as defined below), which are provided by Galias Services, UAB (trading as Coin Rivet) a private limited liability company organised and existing under the laws of the Republic of Lithuania, legal entity code: 305705483, registered office address at Lvovo str. 25-104, Vilnius, Republic of Lithuania, the data of the company is kept and stored with the Register of Legal Entities of the Republic of Lithuania (the “**Coin Rivet**”, “**Company**”, “**we**”, “**us**” or “**our**”) to any person whose application we approve (“**you**” or “**your**”).

By activating your Coin Rivet Account (as defined below) with us, you confirm that you have read, understood and agree to these Terms. We recommend that you print a copy of these terms for future reference.

These Terms refer to the following additional terms, which also apply to your use of the Services and should be read in conjunction with these Terms, along with any other additional terms we may publish from time to time:

Our Privacy Policy, which sets out the terms on which we process your personal data. You agree that any and all personal data provided by you is accurate.

Our Cookie Notice relevant to web access to Coin Rivet is found on the Coin Rivet Website which sets out information about the cookies used on our website.

Fee Schedule, which sets out the terms on which we will charge Fees for use our Services and any other fees that may apply.

By agreeing to these Terms, you agree that you have read, understood, and accept these Terms as well as our Privacy Policy and Cookie Notice, and you acknowledge and agree that you will be bound by such terms, policies and notices. These Terms, together with the additional terms above, constitute the entire agreement and understanding with respect to the access or use of any or all of the App, Website and/or Services.

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### **I. Definitions and Interpretation**

1.1. In these Terms, capitalised words and expressions have the following meanings, unless otherwise stated:

**“Applicable Laws”** means any applicable statutes, laws, ordinances, orders, judgments, decrees, rules or regulations issued by any government authority, and any judicial or administrative interpretation of any of these;

**“Available Balance”** means:

- a. The amount of E-Money connected to your Coin Rivet Account via a bank account or in an E-Money account opened via a Connected Payment Partner; or
- b. Digital Currency which is deposited into a wallet within a Coin Rivet Account;

**“Business Day”** means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Lithuania;

**“Business Relationship”** means a business, professional or commercial relationship between you and us and which is expected to have an element of duration, or any transaction(s) exceeding the limits of Occasional Transactions as set out in Clause 4.3;

**“Coin Rivet Account”** means a digital account on our systems that is specific to you where we record your Available Balance, data relating to your Transactions and other information from time to time, and which allows you to use the Services;

**“Website”** means the Coin Rivet website, a digital platform provided by us and that is used to access your Coin Rivet Account and use the Services;

**“Connected Payment Partner”** means a licensed E-Money service provider with whom you have opened an account, which is linked to your Coin Rivet Account;

**“Digital Currency”** means 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;

**“Digital Currency Exchange Transaction”** means a transaction where you exchange one Digital Currency for another form of Digital Currency

**“E-Money”** means electronic money on a wallet or a bank account connected to us by you where each unit represents a value in FIAT Currency;

**“Fees”** has the meaning given to it in Clause 7;

**“FIAT Currency”** means any currency that a government has declared to be legal tender such as EUR, USD, GBP, etc.

**“Force Majeure Event”** means any event or circumstance which is beyond our reasonable control, including: any act of God, flood, earthquake or other natural disaster, terrorist acts, riots, war, sanction or embargo, fire, explosion or accident, industrial action of any kind (other than induced by us), interruption or failure of any utility service or act taken by any government authority;

**“Governing Law”** means the laws of the Republic of Lithuania;

**“Government Body”** means any foreign, federal, state, local or other governmental authority or regulatory body or competent tax authority;

**“Inbound Transaction”** means a payment of Digital Currency that is transferred into your Coin Rivet Account;

**“Intellectual Property Rights”** means patents, utility models, trade-marks, service marks, trade and business names, rights in designs, copyright (including rights in software), database rights, domain names, semi-conductor topography rights, rights in inventions, rights in know-how and confidential information and other intellectual property rights which may subsist in any part of the world, in each case whether registered or not (and including applications for registration);

**“KYC”** means know-your-customer processes, which the Company is required to carry out in accordance with Applicable laws;

**“Losses”** means all losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys’ and other reasonable legal fees and expenses, any penalties imposed by a Government Body or under Applicable Laws);

**“Occasional Transactions”** means a transaction or series of transactions in accordance with Clause 4.3;

**“Outbound Transaction”** means a payment of Digital Currency that is transferred out of your Coin Rivet Account to a third-party wallet not held with the Company;

**“Partner”** means any company we have partnered with to carry out KYC, a Connected Payment Partner, or any other company we may partner with from time to time;

**“Security Credentials”** means security information (such as answers to questions known only to you, usernames, passwords, passcodes, PIN, or codes generated through a multi-factor authentication security device) that may be used to access your Coin Rivet Account or make Transactions;

**“Services”** has the meaning given to it in Clause 4;

**“Terms”** means these terms and conditions, including the Privacy Policy, Fee Schedule and Cookie Notice;

**“Transactions”** means Outbound Transactions, Inbound Transactions and Digital Currency Exchange Transactions;

**“The Company”** means Galias Services, UAB (providing the Services as Coin Rivet) (a private limited liability company organised and existing under the laws of the Republic of Lithuania, legal entity code: 305705483, registered office address at Lvovo str. 25-104, Vilnius, Republic of Lithuania, the data of the company is kept and stored with the Register of Legal Entities of the Republic of Lithuania.

1.2. In these Terms:

1.2.1. References to “include” or “including” do not limit the generality of any preceding words and are to be construed without limitation;

- 1.2.2. References to a “person” include any individual, company, partnership, joint venture, firm, association, trust, government authority or other body or entity (whether or not having separate legal personality);
- 1.2.3. The headings are inserted for convenience only and do not affect the construction of these Terms; and
- 1.2.4. Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.

## **I. IMPORTANT NOTICE**

We will NEVER ask you to send us any User ID, Online Password, Online PIN, or Mobile PIN via email. We or related companies will NEVER ask for your Full User ID, Online Password, Online PIN, or Mobile PIN when identifying you via the phone. The social media site should be a source for general enquires only and is not a secure way to communicate with us.

We do not hold any FIAT Currency or E-Money on your behalf, only Digital Currency. Any FIAT Currency or E-Money is held by a Connected Payment Partner.

Digital Currency are primarily used by speculators and are used relatively less on retail and commercial markets; Digital Currency transactions are highly risky, due to the fact that they are traded throughout the day without limits on the rise or fall in price, and market makers and global government policies may cause major fluctuations in their prices. You acknowledge and understand that investment in Digital Currency may result in partial or total loss of your investment and therefore you are advised to decide the amount of your investment on the basis of your loss-bearing capacity. Any and all Losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

All opinions, information, discussions, analyses, prices, advice and other information on this Website are for general information purposes for your convenience only and do not constitute any investment advice. We do not bear any loss arising directly or indirectly from reliance on the abovementioned information, including but not limited to, any loss of profits.

If you do not agree to the terms of this Agreement and/or any change made thereto from time to time and at any time, please immediately stop using the Services, App and this Website and stop logging onto any of these. Upon your logging into this Website or App or using any of the Services offered by us or engaging in any other similar activity, you shall be deemed as having understood and fully agreeing to all terms and conditions of this Agreement, including any and all changes, modifications or alterations that this Website may make to this Agreement from time to time and at any time.

## **II. DISCLAIMER**

The information contained on the Coin Rivet Website is for general information purposes only.

Subject to Applicable Laws, Coin Rivet disclaims any and all warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular

purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade in relation to the provision of our Services, App and/or the Coin Rivet Website. The Company assumes no responsibility for errors or omissions in the any of contents of the Services, App and/or the Website.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use or contents of the Website App or Services. The Company reserves the right to make additions, deletions, or modification to the contents on the Website and App at any time without prior notice. The Company does not warrant that the App or Website are free of viruses or other harmful components. As we cannot control the reliability and availability of the internet, we will not be responsible for any distortion, delay, link failure or any other internet disruptions.

**External links disclaimer:**

The Website may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company. Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites. You acknowledge that we cannot guarantee, nor are we in any way responsible for, the acts or omissions of third parties or the performance of their products, services or websites.

For any such products and services which are made available (directly or indirectly) by third parties, we do not make any express or implied warranties or conditions, including quality, merchantability, fitness for a particular purpose, title and non-infringement. you expressly agree that that we shall not be held liable for (and you expressly assume the risk of) any matters arising out of or relating to the actions and omissions of such third parties or their products, services and websites.

**III. TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDED BY THE COMPANY.**

**2. Changes to these Terms**

- 2.1. We may, in our sole discretion, update or amend these Terms from time to time. Every time you wish to use our Services, please check these Terms to ensure you understand the terms that apply at that time. If you disagree with these Terms, now or as amended, you may discontinue your use of the Coin Rivet Website and the Services by terminating your Coin Rivet Account in accordance with Clause 12 below. Any continued use of the Services after a change becomes effective will constitute your agreement to have the changes to these Terms govern your use and any Transactions connected with your use.
- 2.2. Notice of any changes to these Terms will be given by notification by email or by a notice on the Coin Rivet Website. Changes to these terms are effective as of the effective date indicated in notice provided via email or the Coin Rivet Website and will apply prospectively to any use of the Services that take place following the

effective date. By continuing to use our Services after that effective date, you will be deemed to have agreed to be bound by the updated or amended terms.

### **3. Registration and Eligibility**

- 3.1. You may register and open a Coin Rivet Account via the Website or other means that we may in the future prescribe. If you choose to register and open a Coin Rivet Account, you agree to provide us with true, accurate, current, and complete information about yourself, which includes certain biometric data (which may include a facial scan and a thumbprint/fingerprint scan) and update us if there are any changes to that information or data. By registering a Coin Rivet Account, you agree that you have read, understood, and accept all of these Terms, including our Privacy Policy and Cookie Notice.
- 3.2. You warrant that you are a natural person legally deemed as having full legal capacity in your own jurisdiction (at least 18 years old in Lithuania) and reside in a country in which the Services are lawfully available. In order for you to prove your capacity, age and/or your location, we reserve the right to request from you any extra necessary information. You agree to comply with any and all relevant and Applicable Law, including the reporting of any transaction profits for tax purposes. You agree to always refrain from engaging in or participating in any act or activity that damages the interests of this Website or the Company, whether or not in connection with the Services provided by this Website.
- 3.3. In accordance with the Clause 3.5 of these Terms, your Coin Rivet Account will not be activated in full and you shall only be allowed to carry out Occasional Transactions unless we have been provided with the required information so that we may identify you to our satisfaction and comply with all Applicable Law and KYC requirements. We shall keep records of the information and documents you provide in accordance with our Privacy Policy and any Applicable Law. We reserve the right to request you to provide us with additional identification data and documents. We reserve the right to withhold access to your Coin Rivet Account until we are provided with documents and/or information that are necessary to fulfil our responsibilities under the Applicable Laws.
- 3.4. We reserve the right to not accept your application for a Coin Rivet Account and we are not obliged to provide the reason for declining your application. If we have reasonable grounds to suspect that any information you have provided to us is untrue, inaccurate or incomplete, we may suspend or terminate your Coin Rivet Account and refuse any and all current or future use of the Services by you.
- 3.5. Confirmation of these Terms does not mean that we enter into a continuous Business Relationship with you in regards to the Services listed in Section 4.1.1 - 4.1.5. Unless you provide us with all KYC information and undergo full identification procedures in accordance with our internal rules and policies, we will not enter into a continuous Business Relationship with you, and you shall only be allowed to carry out Occasional Transactions.
- 3.6. By signing these Terms you confirm that you act and use the Services in your own name, and not on behalf of any third party. You are fully responsible, and you are the ultimate beneficial owner for all activity that occurs on your Coin Rivet Account.

- 3.7. Upon entering into a Business Relationship with us you:
- 3.7.1. Confirm that you shall use Services for the following purposes:
- a. Depositing Digital Currency that is owned by you;
  - b. Exchanging Digital Currency that is owned by you; and
  - c. Withdrawing Digital Currency that is owed by you.
- 3.7.2. You will have the ability to use the Services and conduct transactions up to a EUR 15,000, or equivalent value in FIAT Currency, limit per day, to exceed this limit you must provide any additional necessary information required.

#### **4. The Services**

- 4.1. We will provide the following Services to you in accordance with the remainder of these Terms: **(i)** providing access to and maintaining the Coin Rivet Website; **(ii)** exchanging Digital Currency received from you by us for E-Money held with a Connected Payment Partner and exchanging E-Money held with your Connected Payment Partner for Digital Currency paid to you; **(iii)** exchanging a Digital Currency for a different form of Digital Currency **(iv)** hosting a Coin Rivet Account enabling you to store Digital Currencies; **(v)** managing Transactions in your Coin Rivet Account, including tracking and messaging additional information; **(vi)** and related services.
- 4.2. Your eligibility to access certain Services may depend on the country in which you reside in or are based in from time to time. You shall not attempt to access or make use of the Services from or in any jurisdiction where such access or use is prohibited by the Applicable Laws.
- 4.3. Unless we enter into a continuous Business Relationship with you, you can only carry out Occasional Transactions that adhere to the following limits:
- 4.3.1. The value of a Digital Currency Exchange Transaction or other Transactions carried out in Digital Currency do not exceed EUR 1,000 or an equivalent amount in FIAT Currency; or
- 4.3.2. The value of deposited or withdrawn Digital Currency does not exceed EUR 1,000 or an equivalent amount in FIAT Currency.
- 4.4. Requirements specified in Clause 4.3 of these Terms apply no matter whether the transactions are carried out in a single transaction or several linked transactions.
- 4.5. We reserve the right add or remove a Digital Currency to/from the list of available Digital Currencies for use within our Services. Changes to this list are effective as of the effective date indicated in notice provided via email or the Coin Rivet Website. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any part of our Services, which may include but is not limited to suspending trading in or ceasing to offer Services in respect of any of the Digital Currency or prohibiting use of the Services in or from certain jurisdictions.

## **5. Access to your Coin Rivet Account and use of the Services**

- 5.1. You may access your Coin Rivet Account by logging into the Coin Rivet website. From here, you will be able to see your Coin Rivet Transaction activity and view your Coin Rivet Account details. You should check your Coin Rivet Account Transaction activity regularly and contact us immediately in relation to any irregularities or enquiries. We shall not be liable for any Losses that result from any inaccurate or incomplete information you provide.
- 5.2. The value of each Outbound Transaction will be deducted from your Available Balance and the value of each Inbound Transaction will be credited to your Available Balance. Any transaction fees inherent in the making of a transaction such as blockchain fees will be debited as appropriate for each Transaction. You must ensure that you have a sufficient Available Balance from time to time to pay for your Outbound Transactions and any Fees relating to those Outbound Transactions. If for any reason your Available Balance is insufficient to fulfil a request Outbound Transaction, we will not process that Outbound Transaction, and not processing that Outbound Transaction will not constitute a breach of these Terms.
- 5.3. We may refuse to authorise any Transactions or use of the Services that could breach these Terms, or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud, any other illegal or an unauthorised use of the Services. This will include freezing or otherwise making unavailable any of the Services or your Available Balance.
- 5.4. Your ability to use or access the Services and Coin Rivet Account may occasionally be interrupted, for example but not limited to, if we need to carry out maintenance on our systems or due a Force Majeure Event. Please contact us in accordance with Clause 16 if you wish to report any issues.
- 5.5. You agree:
  - 5.5.1. to only use the Services for lawful purposes and to adhere at all times to all Applicable Laws and these Terms;
  - 5.5.2. not to attempt to discover any source code included in the Coin Rivet Website, upload to our systems any malware, viruses or other unauthorized object code or source code, or otherwise disrupt or interfere with the conduct of the Service;
  - 5.5.3. not to copy, adapt, reverse engineer, decompile, disassemble, modify, or make error corrections to the Coin Rivet Website in whole or in part, except to the extent permitted by the Applicable Laws.

## **6. Loading your Coin Rivet Account**

- 6.1. To load your Coin Rivet Account, you must log into the Coin Rivet Website using your Coin Rivet Account details and Security Credentials and follow the relevant instructions. The method of loading you may use will depend on the Digital Currency you choose to load; please see [www.coinrivet.com] for a guide on using Digital Currencies. Once the payment is instructed, we will send the payment to the address you have given us. Digital transfers are usually irreversible.



- 6.2. Our processing of all loading transactions will be subject to our usual fraud, anti-money laundering and other operational and customer service checks. Accordingly, there may be delays in the time required for Digital Currency to appear in your Coin Rivet Account once you have performed a loading transaction.
- 6.3. If you make a loading transaction, your source address will be stored securely in accordance with our Privacy Policy and Applicable Laws.

## **7. Fees**

- 7.1. To open your Coin Rivet Account and use the Services, we shall charge you the Fees as set out in the Fees Schedule as may be amended from time to time, in our sole discretion, in accordance with this Clause (the “Fees”), and you agree that any Fees and other amounts due and payable to us under these Terms may be deducted from your Available Balance as they fall due. We further reserve the right to change our Fees from time to time. Any such changes are effective as of the effective date indicated in notice provided via email or the Coin Rivet Website. Such deductions may be made at any time, and without us notifying you, but these will be reflected in the information in the Fee Schedule. Any updated fees will apply to any sales or other Transactions that occur following the effective date. You authorize Coin Rivet to deduct from your account any applicable fees that you owe under these Terms.
- 7.2. The Company will endeavour to combine any Fees into the displayed trading prices so you can easily see what overall rate you will pay.

## **8. Managing your Coin Rivet Account**

- 8.1. You are responsible for the use of your Coin Rivet Account, for ensuring that use of the Services or access to your Coin Rivet Account complies fully with these Terms and for the safekeeping of your username, password, and any other Security Credentials for your Coin Rivet Account.
- 8.2. Do not share your Security Credentials with anyone. If you disclose your Security Credentials to anyone, you are responsible and liable for their access, use or misuse of your Coin Rivet Account and their breach of these Terms.
- 8.3. If your Security Credentials, other Coin Rivet Account details are lost, stolen, or otherwise compromised, or you believe a third party has unauthorised access to your Coin Rivet Account, you must contact us immediately in accordance with Clause 16. We will take reasonable steps to stop any unauthorised use of your Coin Rivet Account, which may include suspending or cancelling your Coin Rivet Account or otherwise suspending access to the system and Services.

## **9. Changes to your Coin Rivet Account details**

- 9.1. You must notify us immediately of any change in your Coin Rivet Account details and we cannot guarantee proper performance of the Services in the event the Coin Rivet Account details you have provided are not accurate or become inaccurate and disclaim all liability for any Losses that may result from such inaccuracies. You can notify us by contacting us in accordance with Clause 16, and we may require you to confirm such notification in writing or through other factors of authentication (which may include

messages or calls to your mobile phone, or confirmation mail to your physical address). You will be liable for any Losses that directly result from any failure to notify us of any change. To verify a new address, you must provide any proof that we require.

- 9.2. We reserve the right at any time to satisfy ourselves as to your identity and address (for example, by requesting relevant original documents), including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application and at any time in the future, we may perform, in connection with your Coin Rivet Account, electronic identity verification checks either directly or using a Partner. You agree to provide us with the information we request for purposes of identity verification and the detection of money laundering, terrorist financing, fraud or any other financial crime, and we will keep a record of such information in accordance with Applicable Laws and our Privacy Policy. If you fail to provide the requested information, we reserve the right to suspend your Coin Rivet Account pending receipt and verification of that information.

## **10. Proprietary Rights**

- 10.1. All rights, title and interest in, and to, the Intellectual Property Rights subsisting in, or embodied by the Coin Rivet Website, the Services, any proprietary software or other technology required to operate the Coin Rivet Website, the Services, and any modifications or improvements thereto, including any derivative works, is retained by us and protected under applicable Intellectual Property Rights.
- 10.2. By activating your Coin Rivet Account, we grant you a limited permission to use the Coin Rivet Website solely for the purpose of using the Services in accordance with these Terms. In particular and without limitation, this permission does not grant you the right to create, author or invent any modifications or improvements to, or derivative works of the Coin Rivet Website. We may suspend or terminate this permission in accordance with Clause 12. Notwithstanding the foregoing, nothing in these Terms grants you any permission or right to use our trademarks, service marks, trade dress, slogans, logos or other indicia of origin.
- 10.3. If you submit any ideas, suggestions or other feedback to us about the Coin Rivet Website or the Services, you grant to us the right to use or disclose such feedback without any further obligation to you. All rights not expressly granted to you under these Terms are reserved by us.

## **11. Right to Cancel**

- 11.1. You have the right to cancel your Coin Rivet Account and these Terms for any reason within a ‘cooling-off’ period of fourteen (14) days from the date on which your Coin Rivet Account is registered. You must contact us within this fourteen (14) day period and inform us that you wish to withdraw from these Terms and you must not make any Transactions. We will then cancel your Coin Rivet Account and reimburse your Available Balance to an address provided by you within fourteen (14) Business Days of our receipt of your cancellation request.
- 11.2. If you fail to exercise your right to cancel under Clause 11.1, then these Terms shall remain in full force and effect and you may only terminate your Coin Rivet Account and these Terms in accordance with Clauses 2 or 12.

## **12. Termination and Suspension**

- 12.1. If you wish to terminate your Coin Rivet Account at any time, you must inform us of your wish to terminate through the Coin Rivet Website or by contacting us in accordance with Clause 16.
- 12.2. We may terminate or suspend your Coin Rivet Account, the provision of the Services and these Terms for any reason by giving you five (5) days' notice. We may also terminate or suspend your Coin Rivet Account, your use of the Services or these Terms immediately in the event that: **(i)** We believe that you have used or are likely to use the Services, or allow them to be used, in breach of these Terms; **(ii)** we believe or suspect that you are in any way involved in any fraudulent activity, money laundering, terrorism financing, other criminal activity, other breach of Applicable Laws, or if we have any other security or legal or regulatory compliance concerns; **(iii)** We believe that you have provided false or misleading information; **(iv)** We believe that you are involved in any dispute or disagreement with any of our Partners whether that dispute or disagreement relates to the Services or otherwise; **(v)** We are unable to verify your identity or any other information pertaining to you, your Coin Rivet Account or a Transaction; **(vi)** We are required to do so in accordance with our legal and regulatory obligations under Applicable Laws; or **(vii)** We cease to be authorised to provide the Services.
- 12.3. If there have been no Transactions on your Coin Rivet Account for a period of at least one (1) year, we reserve the right to terminate it and these Terms. We will give you 14 days prior notice of any such termination.
- 12.4. Upon termination of these Terms and your Coin Rivet Account in accordance with this Clause 12, all pending Transactions will be processed and, if your Coin Rivet Account has a positive balance, we will redeem your unused funds, minus any applicable Fees, to an address that you nominate, within thirty (30) Business Days' of the date on which you inform us of your wish to terminate your Coin Rivet Account or on which termination otherwise occurs in accordance with this Clause 12. Unless otherwise expressly stated in Clause 12, the provisions of Clause 14 shall apply in such circumstances.
- 12.5. Upon termination of your Coin Rivet Account for any reason, we may continue to process your personal data in accordance with the terms of our Privacy Policy and Cookie Notice as applicable.
- 12.6. The Terms in effect as of the date of the termination of your Coin Rivet Account will survive and continue to apply to any aspects of your prior use of the Coin Rivet Website or the Services, including to your Coin Rivet Account information, your Available Balance, any outstanding Transactions, and any relationship between you and a Partner formed with the assistance of the Coin Rivet Website or the Services.

## **13. Redemption**

- 13.1. We will redeem, either in part or in full, the Digital Currency of the Available Balance on your Coin Rivet Account, at any time, at par value, following instructions given by you to do so and subject to your payment of any applicable Fees and the remainder of this Clause 13.

- 13.2. We reserve the right to carry out any necessary anti money laundering, terrorist financing, fraud and other illegal activity and operational checks before authorising any redemption or transfer of funds to you, including returning any funds after the termination of these Terms. Accordingly, there may be delays in the time between our receipt of your redemption request and your receipt of the relevant funds.
- 13.3. We reserve the right to charge a Fee when you require redemption either in full or in part of the Available Balance on your Coin Rivet Account before the termination of these Terms (other than if you cancel during the ‘cooling-off’ period pursuant to Clause 11).
- 13.4. After we have approved the redemption of your funds, you must ensure that the address for the transfer is accurate and complete. Where you provide us with incorrect details, we will not be held liable for funds sent to the incorrect address. We reserve the right to charge you a Fee in that event that you request our assistance in retrieving Digital Currency from an incorrect address or when you have transferred the wrong Digital Currency onto your Coin Rivet Account.

#### **14. Liability**

- 14.1. Nothing in these Terms shall limit or exclude our liability: **(i)** For fraud or fraudulent misrepresentation; **(ii)** For death or personal injury caused by our negligence; or **(iii)** Where such limitation or exclusion would be contrary to the Governing Law.
- 14.2. Except as provided in Clause 14.1, we shall not be liable under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise:
- 14.2.1. For any:
- a. indirect, incidental, special or consequential loss or damage of any kind; or
  - b. loss of profits, business, revenue or savings (actual or anticipated), loss of agreements or contracts, loss of opportunity, loss of data or loss of, or damage to, goodwill or reputation (including as a result of your inability to participate in any goods, services or offerings of a Partner, to the extent that it is caused by a failure in the Coin Rivet Website, the Services or delays in the time required for the conversion of Digital Currency to E-Money to appear in your Coin Rivet Account once you have performed a loading transaction or a partner has authorised an purchase of Digital Currency);
- 14.2.2. For any Losses in connection with the rights, privileges, licenses, goods or services that are purchased with your Coin Rivet Account from a Partner or the terms on which they are provided by a Partner; **(i)** If a Partner refuses to accept an Outbound Transaction or other payment; or **(ii)** Any failure of a Partner to remit value to you, in E-Money or otherwise, even if such failure is a breach of the Partner’s terms with you.
- 14.3. Subject to Clause 14.1, The Services App and Website, in whole and in part, are provided on an “**as is**” and “**as available**” basis, without express or implied warranties of any kind, whether express or implied, including without limitation warranties of

merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade.

- 14.3.1. We do not guarantee that: **(i)** The Coin Rivet Website or the Services are free from any viruses, trojan horses, worms, software bombs or similar items; or **(ii)** Access to the Coin Rivet Website or the Services will be free from interruptions. **(iii)** Any information provided on the Coin Rivet Website, including but not limited to any historical data, and any other materials or other information is accurate, reliable, complete or free from errors.
- 14.4. Except as provided in Clauses 14.1 and 14.7 and subject to Clause 14.2 and any Applicable Laws, in no event shall the aggregate liability of Coin Rivet (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence) product liability, breach of statutory duty, arising out of or relating to the use of or inability to use Coin Rivet Services, the App or Coin Rivet Website or these Terms exceed the Fees paid by you to Coin Rivet during the 6 months preceding the date of any claim giving rise to such liability or an equivalent amount in FIAT Currency .
- 14.5. You are solely responsible for your interactions with Partners. We reserve the right, but have no obligation, to monitor or mediate any disputes between you and any Partners.
- 14.6. You agree to indemnify and hold harmless Coin Rivet and our directors, officers, employees agents, affiliates and subcontractors against any and all claims, actions, proceedings, investigations, demands, suits and Losses suffered or incurred by us that arise out of, or in connection with, any breach by you any of these Terms or Applicable Law, any enforcement by us of these Terms and/or your violation of any rights of any third party.
- 14.7. Except as provided in Clause 14.1 and subject to Clause 14.2, where we have incorrectly and due to our fault:
  - 14.7.1. Deducted amounts from your Available Balance, our liability shall be limited to payment to you of an equivalent amount; or
  - 14.7.2. Credited too low an amount to your Available Balance, our liability shall be limited to payment to you of an incremental amount that ensures you have received the correct amount due, provided that, in each case, if we subsequently establish that the refunded or incremental credited amount had been correctly deducted or credited (as the case may be), we may deduct it from your Available Balance and, if you do not have sufficient Available Balance, you must repay us the amount immediately upon demand.
- 14.8. Except as provided in Clause 14.1, we shall not be liable for Losses relating to any unauthorised Transactions resulting from the use of lost or stolen Security Credentials and/or Coin Rivet Account details or misappropriation of your Coin Rivet Account, except to the extent that the relevant Losses are caused by our breach of these Terms or our failure to authenticate a Transaction in accordance with our then published authentication documentation. Otherwise than as set out in the preceding sentence, you shall be liable for Losses relating to any unauthorised Transactions resulting from the use of lost or stolen Security Credentials and Coin Rivet Account details or misappropriation of your Coin Rivet Account.

14.9. Notwithstanding Clause 14.8, and except as provided in Clause 14.1, we shall not be liable for any unauthorised or incorrectly executed Transactions, including but not limited to in the event that the Transaction was affected a Force Majeure Event or where we acted in accordance with a legal or regulatory obligation or other Applicable Laws.

## **15. Force Majeure**

15.1. We shall not have any liability under, or be deemed to be in breach of, these Terms for any delays or failures in performance of any of our obligations under these Terms that result from a Force Majeure Event.

## **16. Contact Details**

16.1. If you have any questions or concerns about the Services, or want to report issues with your Coin Rivet Account, please contact us by email at [support@coinrivet.com](mailto:support@coinrivet.com)

## **17. Miscellaneous**

17.1. You agree that we may provide you with notices and other disclosures in connection with your Coin Rivet Account and use of the Services by email or posting notices on the Coin Rivet Website.

17.2. We may assign or transfer all or any of our rights or obligations under these Terms to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to these Terms).

17.3. You may only assign or transfer your rights or your obligations under these Terms to a third party if we give our prior written consent to this.

17.4. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. The rights to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any person that is not a party to these Terms.

17.5. Nothing in these Terms is intended to, or shall be construed so as to, establish or imply any partnership or joint venture or a relationship of principal and agent between you and us or constitute either of you or us as the agent of the other party, or authorise you or us to make or enter into any commitments for or on behalf of the other party

17.6. If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect yours and our original intentions as nearly as possible in accordance with Applicable Laws.

17.7. No waiver of any of our rights under these Terms shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given, and no delay or omission by us in exercising any right or remedy provided by law or under these Terms shall constitute a waiver by us of such right or remedy.

- 17.8. These Terms and the documents referred to in it, constitute the whole agreement between you and us relating to the subject matter of these Terms and supersedes any prior written or oral arrangement, understanding or agreement between them relating to such subject matter.
- 17.9. These Terms are provided to you in the English language. Where we have provided a translation of these Terms to you, you agree that such translation is provided for your convenience only and that the English language version of these Terms will govern your relationship with us. If there is any contradiction between the English language version of these Terms and any translation, the English language version takes precedence.

## **18. Governing Law and Jurisdiction**

- 18.1. These Terms, and any noncontractual obligations arising out of or in connection with these Terms, are governed by, and shall be construed in accordance with, the Governing Law.
- 18.2. Each party irrevocably agrees that the courts of the Republic of Lithuania shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Services, these Terms or their subject matter or formation, unless they are settled by negotiations between you and us.

## **19. Notice**

- 19.1. You may serve notices to us in writing at the contact details in Clause 16.
- 19.2. You accept and agree that we may serve notices to you in writing to the email address linked to your Coin Rivet Account, as you may amend the same from time to time.