User agreement on the use of Cashinout Ekvarta Group OÜ system

1. Preamble

1.1. This document (hereinafter referred to as "Agreement") contains the main provisions relating to functioning of and working in Cashinout Ekvarta Group OÜ system.

1.2. The Agreement stipulates the principles and conditions under which the Administrator – CASHINOUT EKVARTA GROUP OÜ, established in accordance with the laws of the Republic of Estonia, located at Estonia Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 68-170, 13619, registration number 16018769, licensed by the Estonian Financial Services Commission – provides the Customers with access to the System Services, charging fees according to the tariffs specified in the relevant section, and the Customer undertakes to use the System and its Services in accordance with this Agreement and the Internal Policies.

1.3 This Agreement is an official public offer of the Administrator to provide the use of the System and its Services and is addressed to legal entities.

1.4. The Administrator may regulate by its Internal Policies the issues not reflected in the Agreement, providing information about such Internal Policies on the Site. Acceptance of this Agreement constitutes the Customer's agreement to comply with all terms of both the Agreement and the Internal Policies.

1.5 The content of the Site is provided on an "as is" basis for information purposes only. The Administrator makes no warranty, either expressed or implied that the content of the Site is true, current, complete and/or can be used as a basis for any kind of action or lack of action.

2. Terms and Definitions

2.1 Authorization Data are the data which enable the authentication of the Customer. By default, the Login and Password of the Customer are the Authorization Data. The Administrator has the right to ask the Customer to use additional Authentication Data at its own discretion.

2.2 Authorization means granting a person the right to carry out Transactions in the Personal Account as a result of his/her Login and Password authentication.

2.3 Account means the Customer's virtual account in the System registered in accordance with this Agreement and the Internal Policies. Unless otherwise specified, "Account" means both a Business Account and a Personal Account.

2.4 Beneficial Owners are individuals who directly or indirectly own or control 10% or more of the shares (interest) in a legal entity.

2.5. Business Account means the Account created by a legal person or sole proprietor who has been duly registered in accordance with the requirements of applicable law.

2.6. Account Suspension means suspension of all Transactions in all of the Customer's Wallets by the Administrator if the activity of the Customer is suspicious or in conflict with the provisions of the Agreement or Internal Policies or requirements of the current legislation.

2.7. Verification means verification of the authenticity of the data entered by the Customer into the System by filling in an online form with supporting documents attached according to the instructions in a personal account, in accordance with the requirements of current legislation and AML Policy.

2.8. Verified Account means the status of an Account of a registered Customer, who has entered his/her data into the System and confirmed it as a result of the Verification procedure in accordance with clauses 4.5. - 4.9. of the Agreement.

2.9 Internal Policies are the Administrator's internal documents governing the System operation, including the Anti-Money Laundering and Counter-Terrorist Financing Compliance Policy published on the Website.

2.10. Prohibited activity means an activity, which has any of the following qualities: is a criminal offense in the Customer's jurisdiction; is related to the sale of goods, works or services that are prohibited for sale in the Customer's jurisdiction; is associated with the sale of any goods, works or services (performing any transactions), mentioned in Annex 1 to the Agreement; is against human standards of ethics and morality.

2.11. Applicant means an individual, a sole proprietor or a legal entity wishing to create an account in the System and submitting an application for Registration through the System when going through the Identification procedure in accordance with the Agreement.

2.12. Customer means an individual, a sole proprietor or a legal entity who is the holder of an Account and who has completed the Registration procedure and has acquired the right to use the System in accordance with the Agreement and the Internal Policies.

2.13. Fees means remuneration charged by the Administrator for the System Services rendered to the Customer.

2.14. Contact Data means the e-mail address and mobile phone number entered by the Customer in the System.

2.15. Administrator's Contact Data are the following addresses on the Administrator's side:

- for postal correspondence: Estonia Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 68-170, 13619;
- Contact by e-mail: info@cashinout.io

2.16. Wallet means a part of the Account which reflects the balance of Funds owned by the Customer in one of the selected currencies. There may be several Wallets in different currencies in one Account.

2.17. Personal Account means an Account created by an individual.

2.18. Login means the Customer's e-mail address or a digit-letter combination given by the Customer.

2.19. Store means a website or mobile app used by the Merchant to sell its goods, works or services.

2.20. Merchant means an Account created by a legal person or sole proprietor duly registered as required by applicable law.

2.21. Unverified Account means the status of the Account of a registered Customer whose identity and/or mobile phone number have not been verified. Unverified Account holders are provided with the System Services with the restrictions published on the Website.

2.22. Shell Bank means a bank registered in a jurisdiction in which it is not physically present and which is not associated with any financial institution subject to the relevant legislation.

2.23. Transaction means an action initiated by the Customer to receive Funds in his/her Account or to send Funds from his/her Account within the System.

2.24. Password means a combination of letters, numbers and other symbols set by the Customer during registration and used together with the Login to access the Account.

2.25. Payment means Funds available in the Wallet and transferred from the Customer to a third party or from a third party to the Customer.

2.26. Payment Order means the Customer's instruction to execute a Transaction electronically in the form provided by the Administrator through the System.

2.27. Registration means the result of entering a person's data into the System, after which the Customer has accepted the Agreement and is identified by the System.

2.28. Website is https://www.cashinout.io.

2.29. System Services are Operations performed through the System to receive and send Funds in the Wallets of the Customers.

2.30. System means a combination of hardware and software designed, created and operated to provide the System Services to the Customer by the Administrator.

2.31. Funds are funds in electronic form, which belong to the Customer and are accounted on his/her Wallet.

2.32. Parties means the Administrator and the Customer.

2.33. Wallet Type means a Wallet in one of the available currencies.

2.34. Chargeback means a bank card payment cancellation procedure initiated by the cardholder through his/her bank.

3. General provisions

3.1 In order to become the Customer and start using the Services of the System, the Customer has to create an Account, following the procedure described in Section 4 of the Agreement.

3.2 The Customer shall be entitled to receive information about the System Services provided by the Administrator, the provisions of the Agreement and Internal Policies, access to the System Services in accordance with the status of his/her Account and other restrictions stipulated by the Agreement and Internal Policies.

3.3 The Customer shall be entitled to receive technical and informational support in connection with the use of the System Services.

3.4 The Customer shall be obliged to:

3.4.1. Comply with the provisions of the Agreement and the Internal Policies;

3.4.2. Provide true, complete and up-to-date data upon Registration in the System, upon Verification procedure, upon change of data in the System, as well as upon the Administrator's request in cases stipulated by the Agreement and Internal Policies;

3.4.3. Not to allow third parties to use his/her Wallet;

3.4.4. Take all reasonable steps to keep his/her Authorization Data secret and not disclose them to any third parties. The Customer shall be fully responsible for the security of his/her Authorization Data and all risks associated with its loss, loss and/or compromise;

3.4.5. Immediately notify the Administrator through the Customer support in the event of detecting a Transaction carried out without the Customer's consent, unauthorized access to his/her personal data, loss of Authorization Data;

3.4.6. Use a device with Internet access in good working order;

3.4.7. Not to use any Malware on the computer or any other media; use only licensed software; use the System on the device with installed antivirus with updatable database, updated browser version, all required updates of operating system and software;

3.4.8. Not to use the System for carrying out Transactions aimed at illegal profit making or concealment of income from taxation;

3.4.9. Not to use the System for purposes contrary to the provisions of the legislation of the country where the Customer is a resident, not to conduct the activities prohibited by the applicable legislation, as well as activities specified in Annex 1;

3.4.10. Prevent the existence of a negative balance of funds in his/her Wallet;

3.4.11. Be fully liable for any cancelled, invalid, disputed Transactions including Chargebacks;

3.4.12. Not to carry out Transactions involving the Shell Banks.

3.5. The Administrator undertakes to provide the System Services to Customers in accordance with this Agreement and Internal Policies.

3.6. The Administrator shall keep safe the Customer's Funds credited to the Account in the System.

3.7. The Administrator undertakes to execute the Customer's orders for the disposal of the Funds in the Account within the limits established by this Agreement, Internal Policies and effective legislation.

3.8. The Administrator reserves the right to change the provided Services of the System, including software updates, procedures and interfaces.

3.9. The Administrator shall be entitled to suspend operation of the System in case of detection of failures, to prevent unauthorized access to the System and for preventive maintenance.

3.10. The Fees for the use of the System Services shall be charged in accordance with the provisions of Section 7 of the Agreement.

3.11. The Administrator shall monitor compliance with the Agreement and the Internal Policies by Customers. The Administrator has the right to refuse to carry out Transactions in the cases specified in this Agreement, other supplementary agreement or Internal Policies.

4. Registration, verification and acceptance of this Agreement

4.1 The Applicant wishing to create an Account shall go through the registration procedure: fill in the registration forms on the Website, provide Authorization data, as well as accept the terms of this Agreement by clicking the button "Sign up" and putting a note of consent to process personal data in the corresponding field of the registration form.

4.2 Acceptance of the Agreement by the Applicant is tantamount to the Parties entering into a bilateral written agreement.

4.3 The Applicant shall provide the following data to the Administrator when going through the Registration procedure:

4.3.1 For individuals:

- First Name;
- Last Name;
- E-mail address;
- Password.

4.3.2 For legal entities and sole proprietors:

- Company or sole proprietor's name;
- Website;
- Business description;
- Name and surname of the head or authorized representative;
- Country of registration and registered office address;
- Email address and mobile phone number of the contact person;

- Authorization details.

4.4 By accepting this Agreement, the Applicant confirms that it is acting on its own behalf and not on behalf or for the benefit of third parties.

4.5 When going through the Verification procedure in order to obtain full access to the Services available to the Verified Accounts, the Customer shall provide the Administrator with the following data:

4.5.1 Individuals shall submit to the Administrator:

- An image of a valid identity document issued by an authorized state body, containing the Customer's unique identification number and a photograph of the Customer;
- The Customer's mobile phone number;
- In cases stipulated by Internal Policies, the Customer may be required to provide information about the purpose of the Account, source of funds, occupation and name of employer;
- In order to confirm the Customer's identity and prevent fraud, the Administrator may require authentication by video link, including through third-party services.

4.5.2 Legal entities shall submit to the Administrator:

- A copy of the certificate of state registration of the legal entity;
- Certificate of Good Standing, if the company was established more than 12 (twelve) months ago, or a similar document issued by a state authority and confirming the Customer's proper legal status;
- Documents confirming the authority of the person having the right to sign on behalf of the legal entity;
- Details of the Beneficial Owners of the legal entity as listed in clause 4.5.1. of the Agreement;
- Mobile phone number of the Customer;
- Additional documents, including a bank statement of the Customer's account, shall be requested in the event that the Account is funded by bank transfer;
- Additional information in accordance with the provisions of the Internal Policies.

4.5.3 Sole proprietors shall submit to the Administrator:

- A copy of the certificate of state registration as an sole proprietor;
- Certificate confirming the legal capacity of a sole proprietor, if the state registration was carried out more than 12 (twelve) months ago, or a similar document issued by a state body that confirms the Customer's proper legal status;
- Data on the individual registered as a sole proprietor in accordance with the list given in clause 4.5.1 of the Agreement;
- Mobile phone number of the Customer;
- Additional documents, including a bank statement of the Customer's account, shall be requested in the event that the Account is funded by bank transfer;

- Additional information in accordance with the provisions of the Internal Policies.

4.6 To verify the phone number specified by the Customer in the System, the Administrator shall send an automatically generated one-time password to the specified phone number to be entered on the Website.

4.7 If the data specified in clauses 4.5.1 to 4.5.3 is not provided, or if it is found that any of the provided data is incorrect, incomplete or irrelevant, the Verification will be considered as failed, and restrictions will be applied to the Account, which are provided for the Unverified Account.

4.8 As a rule, the Verification process takes no more than 24 hours from the moment the Customer has provided the requested data. In some cases, if the Administrator has a justified reason to carry out additional verification, the Verification process may take more than 24 hours.

4.9. Verification shall be deemed completed when the Customer receives a confirmation message from the Administrator to the e-mail address or phone number, at the Customer's choice, indicated by the Customer in the System. Upon completion of the Verification, all the Services of the System available to the Verified Accounts shall become available to the Customer.

4.10. The Customer shall promptly notify the Administrator of any changes in the data provided for Verification purposes, as well as provide up-to-date data within a reasonable time.

4.11. Administrator shall be entitled to periodically check the relevance of the data provided by the Customer. In case of detection of inaccurate, incomplete, irrelevant data, expiration of the provided documents, the Administrator has the right to send a request to the Customer to provide relevant data within 14 days.

4.12. If the Customer fails to provide the requested data within the term determined in clause 4.11., the Administrator shall be entitled to cancel the Account Verification and apply restrictions prescribed for the Unverified Accounts.

5. Cashinout Account

5.1 Upon completion of the Registration procedure, an Account shall be created in the System and the Applicant shall become the Customer.

5.2 The Customer may add a Wallet for each of the available currencies. All Funds transferred to the Customer's Account are held in the Wallets in the respective currencies.

5.3 The term of holding the Funds in the Wallet is unlimited and no interest is accrued on them.

5.4 Deposit, Payment and Withdrawal limits may apply to the Wallet, depending on Account status, Wallet Type and other factors considered by the Administrator. The said limits are determined in accordance with the Agreement and presented on the Website.

5.5 The Customer may use an Unverified Account with appropriate restrictions or undergo Verification as set out in Clauses 4.5 - 4.9 and obtain Verified Account status.

5.6 Customer may create a Personal Account or a Business Account. A detailed description of the functionality of the Personal Accounts and Business Accounts can be found on the Website.

5.7. In order to create an Account, a natural person must be at least 18 years of age and have full legal capacity under their personal law. By creating a Personal Account, the Customer declares that he/she is at least 18 years old. The Administrator may at any time require the Customer to provide proof of his/her age.

5.8 To create a Business Account, the Customer must have the status of a legal person or sole proprietor and have full legal capacity to create an Account under the laws of the country of his/her registration.

5.9 It is not allowed to create Accounts for US citizens, US permanent residents and legal entities registered in the USA.

5.10. The Customer may create an Account only if it does not contradict the provisions of the legislation of the country of the Customer's residence or registration. By creating an Account, the Customer declares and guarantees to the Administrator that the opening of such an Account by the Customer does not violate any laws or regulations applicable to the Customer. The Customer shall be obliged to pay the Administrator the amounts of all losses incurred by the Administrator if the Customer breaches the provisions of this clause.

5.11. If a Business Account is created, an additional agreement shall be concluded between the Administrator and the Customer. In such a case the Customer shall comply not only with this Agreement and the Internal Policies but also with the provisions of the relevant supplementary agreement.

5.12. Information about the Customer's Transactions with Funds and use of the Wallet shall be recorded and kept by the Administrator during the term of the agreement with the Customer and for the next five (5) years from the date of termination of this Agreement and Account closure.

5.13. By initiating a new Transaction that changes the balance of the Funds in the Wallet, the Customer confirms his/her consent to the amount of the said balance. The Customer's consent is confirmed by pressing the relevant button which initiates the sending of a new Payment Order.

5.14. Access to the Wallet and any Transactions using the Wallet are possible only after Authorization.

5.15. The Login shall be formed by the System by default from the email specified by the Customer during Registration, or changed at the Customer's request to the Customer Support. The Password is created by the Customer independently. Login and Password are used for Authorization and can be changed at any time.

5.16. The Customer shall be fully responsible for keeping his Authorization Data confidential. Any actions with the Wallet performed using valid Authorization Data shall be recognized as the Customer's actions.

5.17. After 3 unsuccessful attempts to enter the Authentication Data, the Account shall be blocked. In order to restore access to the Account the Customer shall contact the Customer Support.

5.18. In the case of loss of the Authentication Data, the Customer shall apply to the Customer Support with a request to restore access to the Account.

5.19. In order to restore access to the Personal Account:

5.19.1 The Customer must request from the Customer Support a link to restore access, which is sent to the email address specified by the Customer in the System;

5.19.2. If the Customer has verified his/her mobile phone number, he/she shall receive an SMS message with a digital code, which the Customer shall enter by clicking on the link sent to the email address indicated by the Customer in the System;

5.20. In order to restore access to the Business Account:

5.20.1. A request must be sent to the Customer Support requesting restoration of access.

5.20.2. An SMS message with a numeric code will be sent to the phone number confirmed in the Verification process, which the Customer shall enter by clicking on the link sent to the email address specified by the Customer in the System.

5.21. In case the Customer's actions are suspicious or contrary to the provisions of the Agreement, other agreements concluded between the Customer and the Administrator, Internal Policies or requirements of the current legislation, the Administrator shall send the Customer a notice of such suspicious actions, suspected or actual fraudulent actions or security threats to the e-mail address specified by the Customer in the System.

5.22. The Administrator reserves the right to block the Account without prior notice to the Customer if there are objective reasons related to the security of the Account, if there are suspicions of possible unauthorized access to the Account or use of the Account for fraudulent purposes, in case of violation of provisions of the Agreement or Internal policies.

5.23. The Administrator shall unblock the Account as soon as the reasons for the Account Suspension have been eliminated.

5.24. The Customer may close his/her Wallet at any time by contacting the Customer Support. Closing an individual Wallet does not result in the closure of the Account.

5.25. It is not permitted to create several Accounts for one person. The exception is when the Customer creates one Personal Account and one Business Account as a sole proprietor. If multiple Accounts are detected, the Administrator shall be

entitled to automatically mark such Accounts as fraudulent and suspend provision of the System Services on such Accounts.

6. Transactions with Funds

6.1 The Customer may refill his/her Wallet by logging into his/her personal profile on the Website and following the relevant instructions to refill the Wallet. Methods of recharging the Wallet may vary depending on the Customer's location. The currently available methods of recharging the Wallet are presented on the Website.

6.2 The Wallet replenishment and withdrawal services are payment services provided by third parties, and are not part of the System Services.

6.3 Replenishment of the Wallet shall be carried out in the manner prescribed by the Agreement, Internal Policies, policies of third parties who provide services and applicable legislation.

6.4 The Administrator shall have the right to limit the list of Wallet replenishment methods for certain categories of Customers, depending on the risk level of the Customer's activities and/or transactions.

6.5 When the Wallet is funded by third parties, the Customer shall have all rights and obligations in respect of the Funds credited to the Wallet. Such Transactions carried out by third parties shall be deemed by the Parties to have been carried out for the benefit of the Customer.

6.6 For security purposes, the Administrator shall set limits on Wallet replenishment. These limits are displayed on the Wallet page.

6.7 Depending on the replenishment method, third parties may charge additional fees for replenishing the Wallet.

6.8 Funds shall be transferred on the basis of the Customer's order, executed electronically using the Wallet.

6.9 The Administrator shall identify the Customer using the Authorization Data when accepting an order to transfer funds from the Customer. In some cases, the Administrator shall be entitled to request additional identification procedures before executing a Payment Order.

6.10. All Transactions executed using the Customer's Authorization Data shall be deemed to have been executed by the Customer except if the Administrator is notified of unauthorized access to the Account or use of the Account for fraudulent purposes in accordance with the provisions of clause 3.4.5.

6.11. Transactions not exceeding the relevant limits set for the Wallets are executed without delay within 24 hours of receipt of the corresponding Payment Order by the Administrator. Deadlines for execution of Transactions which depend on the availability of services provided by third-party financial organizations shall be determined in accordance with the terms of services provided by such organizations. The Administrator shall not be liable for delays caused by third parties.

6.12. In his/her Account on the Website, the Customer may include notices of executed Payment Orders.

6.13 The Administrator may limit the list of recipients of Funds for certain categories of Customers depending on the risk level of the Customer's activities and/or transactions. Specific restrictions are indicated on the Website.

6.14. The Administrator shall be entitled to limit the list of available methods of withdrawal of Funds for certain categories of Customers depending on the risk level of the Customer's activities and/or transactions. Specific restrictions are indicated on the Website.

6.15. The effective limits on the balance of Funds in the Wallet and on the amount of Payments for different Account statuses and Customer categories, depending on the Customer's risk level and/or transactions, are indicated on the Website.

6.16. The Customer may choose the method of withdrawal of Funds by forming a request for withdrawal of Funds from his/her Wallet. The Administrator has the right to require the Customer to confirm his/her identity before effecting a Withdrawal of Funds. When withdrawing Funds, the Customer's Wallet must have sufficient Funds to pay the Withdrawal Fee.

6.17. To deposit funds by bank card, the Administrator has the right to request the "Know Your Customer" procedures of verification in accordance with AML Policy.

6.18. If the Customer has successfully verified his/her identity and if the Wallet has been replenished by means of a bank card, such a transaction shall not be cancelled and the funds cannot be refunded to the card. If the Customer is unable to confirm his/her identity in order to execute a bank card transaction, the transaction is automatically cancelled. It may take up to 14 business days for the Funds to be returned to the card, depending on the conditions of the Customer's bank.

6.19. In his/her Account, the Customer may download free of charge electronic statements of all executed Transactions for any period of time as determined by the Customer in his/her sole discretion.

6.20. All Transactions made by the Customer through the System are final and not subject to challenge, revision or cancellation, except for Wallet replenishment transactions involving external systems classified as fraudulent.

6.21. The following refund rules apply when a Wallet is deposited by Card. If the Customer has successfully passed Card Verification and the Wallet replenishment Transaction has been completed, it is not possible to cancel the Card Transaction and refund the Funds to the Card. If card verification is not completed, the card transaction is automatically cancelled. It may take from 2 to 14 working days for the funds to be returned to the card.

7. Amount, manner of charging and collection of fees

7.1 The Administrator charges the Customer the Fee for the provision of the Services.

7.2 Information about the amount and procedure of charging commissions is available on the Website in the "Fees" section.

7.3 Administrator has the right to unilaterally change the amount of the Fees. Changes come into force from the date they are published on the Website.

7.4 All Commissions are calculated in the currency of Transaction and rounded to hundredths.

7.5 The System services provided by the Administrator are not subject to VAT and other turnover taxes.

7.6 All relevant Commissions shall be debited by the Administrator from the Customer's Wallet upon completion of the relevant Transaction in connection with which such Fees are charged, or at the moment the Administrator has grounds for charging such Fees.

7.7 In case of insufficient funds in the Wallet to charge the Fee, the Administrator may refuse to execute the Transaction or send a request to the Customer for payment of the Fee.

7.8 When transferring Funds between Wallets denominated in different currencies, the exchange rate shall be calculated in accordance with the rate published on the Open Exchange Rates platform, plus the set Fee. The final exchange rate applicable to the Transaction is fixed at the time of the Transaction and is displayed in the Account before the Customer sends the Payment Order.

8. Personal data

8.1 The Administrator shall process the personal data of the Applicants and Customers. The Policy on Processing of Personal Data of Applicants and Customers is published on the Website as a separate document.

9. Responsibility of the Parties

9.1 If the Parties fail to perform and/or improperly perform their obligations under the Agreement, the Parties shall be liable in accordance with the Agreement, Internal Policies and applicable law.

9.2 The Customer shall pay penalty interest to the Administrator in the amount of 0.1 per cent (zero point one per cent) of the outstanding obligation for each day of delay in performance of any obligation expressed in monetary terms as provided by the Agreement. The Customer shall pay the Administrator the said penalty within 3 (three) business days from the date of receipt by the Customer of the respective written or electronic request of the Administrator. The Administrator has the right, but not the obligation, to demand payment of the penalty.

9.3. The Customer undertakes to reimburse the Administrator all amounts paid by the latter as compensation for damages due to violation of requirements of the current legislation by the Customer when using the System, subject to provision by the Administrator of relevant documents confirming the amount of damages incurred by the Administrator.

9.4. The Customer shall be fully responsible for all Transactions recorded in his/her Wallet, including any Transactions involving bank payment cards. Such Transactions shall also include transactions carried out by third parties who have gained access to his/her Wallet. The Customer shall be fully responsible for familiarizing himself/herself with the requirements of the legislation in force in his/her country of residence governing the creation of the Account and Money Transfer Transactions with the use of the System. The Administrator shall not be held liable for the Customer's violation of the current legislation in connection with the use of the System. If the use of the System and Services by the Customer contradicts the provisions of the legislation of the country where the Customer is a resident, the Customer shall immediately stop using the Services.

9.5. The Customer shall be fully responsible for all risks associated with the use of the Internet when interacting with the Administrator, other Customers and third parties.

9.6. The Customer undertakes not to take actions that mislead others about the services provided by the Administrator and can directly or indirectly damage the business reputation of the Administrator, including, but not limited to, impersonation of the Administrator's representatives in any capacity and context, falsification of internal information of the System, including, but not limited to, numbers of Transactions, Wallets and any other data, in text, screenshots and any other media, creating clone sites based on the System and other similar actions. In case of violation of this rule, the Administrator reserves the right to block the Customer's Accounts, freeze the funds until the investigation is completed, as well as to limit the use of the System in other ways. The Administrator also reserves the right to initiate prosecution of violators in the courts of the relevant jurisdiction, including the cases when such actions are committed by outsiders who are not the Customers of the Administrator.

9.7. The Customer undertakes to protect the Administrator's interests, indemnify and compensate the Administrator, and hold the Administrator and its affiliates harmless from any claims, demands, expenses or costs (including legal fees, fines or penalties) that they incur as a result of or arising from the Customer's breach of this Agreement, any applicable laws or regulations and/or use of the System. This provision shall survive the termination of the relationship between the Parties.

9.8. If, through the fault of the Customer, a Payment made is a reason for the payer to file a claim against the Administrator to protect the violated right, the Administrator shall be entitled to claim from the recipient of the Funds compensation for the losses incurred due to the recovery of funds or other property from the Administrator in favor of the payer.

10. Statement of limitation of liability (disclaimer)

10.1 The Administrator shall not be liable to the Customer:

10.1.1. In the case that the Customer submits his/her data to third parties, knowingly provides access to his Wallet in the System or otherwise breaches the confidentiality of the Customer's data through the fault of the Customer;

10.1.2. For unlawful acts of third parties, including those related to the use of the Customer's registration data, as well as the Customer's e-mail or Authorization Data;

10.1.3. In the case of viruses and other Malware in the equipment and software used by the Customer to access the System;

10.1.4. For any disputes arising out of transactions concluded between the Customers using the System;

10.1.5. For breach of applicable legislation by the Customer in relation to the use of the System, as well as the occurrence of claims against the Customer from tax, regulatory and law enforcement authorities in relation to reporting or taxation of Transactions carried out by the Customer using the System;

10.1.6. If the Customer has no access to software or hardware enabling the use of the System;

10.1.7. In case of inability to contact the Customer using the Contact Details provided by the Customer, including due to the Customer providing inaccurate information or untimely updating of such information;

10.1.8. For any payment services provided to the Customer by third parties;

10.1.9. For any actions of third parties, to whose websites the Customer has followed via a link or information from the Website;

10.1.10. for temporary inoperability of the System, malfunction and errors in hardware or software (including blackouts or damage of power and communication networks, software failures, interruptions in mail, Internet providers, payment systems, other lines, channels and/or networks provided, offered or serviced by third parties, etc.) that occurred through no fault of the Administrator; in this case, the Administrator is not responsible for the potential losses of the Customer.

10.2 In case of loss of Authorization Data, Blocking of the Wallet by the System, loss of the Password by the Customer, Blocking of the Wallet or other events that cannot be solved without confirmation of the Customer's identity, the Administrator shall not be liable for failure to restore access to the Account due to the loss of access to his/her e-mail, mobile phone number or failure to provide other information to confirm his/her identity in accordance with the provisions of clause 5.20 of the Agreement.

10.3. Administrator shall be not responsible for losses incurred by the Customer or third parties as a result of:

10.3.1. Blocking of the Wallet in accordance with the Agreement or legal requirements;

10.3.2 Failure to complete Verification;

10.3.3 Incorrect or erroneous filling of Payment Orders for execution of a Transaction;

10.3.4. Violation by the Customer of the established procedure for making Payments;

10.3.5. Actions of the Administrator or third parties taken in order to comply with the law;

10.3.6. Failure to read the current version of the Agreement or the Internal Policies and other information published on the Website;

10.3.7. Inability to use the desired payment method at the Customer's location;

10.3.8. Violation by the Customer of the requirements of this Agreement or the Administrator's Internal Policies, Regulations or Instructions.

10.4. In any event, the Administrator shall be liable to the Customer up to the amount not exceeding the Fees charged by the Customer for the preceding 3-month period.

10.5. The Administrator shall not be liable for any indirect or consequential losses of the Customer or third parties, including loss of profit, loss (loss, non-receipt, unjustified waste) of income, profits, contracts, customers, time, data, business or reputation.

10.6 The Administrator makes the Services available to Customers as they stand now and without any representations or warranties of any kind, whether express, implied or statutory.

11. Communication between the parties

11.1 Communication between the Administrator and the Customer shall take place via the Contact Details.

11.2. Interaction between the Customer and the Administrator may be in English and Russian.

11.3. The Customer may contact the Administrator at any time by writing a message to the Helpdesk chat on the Website or by e-mail to: info@cashinout.io.

11.4. The Administrator may inform the Customer about changes in the operation of the Services by sending notices by e-mail or by posting information about the changes on the Website.

11.5. The document flow between the Customer and the Administrator shall be performed electronically within the Account. At the same time, the use of the Authorization Data by the Customer is recognized by the Parties as an appropriate and sufficient way of the Customer's Authentication for the purposes of document exchange and to confirm the authenticity and integrity of the sent electronic document, except in cases provided for in the Agreement or the Internal Policies. The entry of the Customer's Authentication Data shall be recognized by the Parties as analog to the Customer's handwritten signature.

12. Term and termination of obligations

12.1 This Agreement is concluded for an indefinite period and shall remain in force until terminated in accordance with the provisions set out below.

12.2. The Customer may close the Account at any time at his/her own discretion if he/she has no outstanding obligations to the Administrator. Closing of the Account is available in the Customer's personal profile.

12.3. After the Customer has initiated closure of the Account, it becomes impossible to carry out Transactions using the Account. Any monetary obligations of the Parties arising prior to the date of closure of the Account shall remain in force until they have been fulfilled.

12.4. In case if at the moment of closure of the Account there are monetary funds in the Account, the Administrator is obliged to transfer the funds to the Customer according to the payment details specified by the Customer after deduction of the fee due to the Administrator.

12.5. The Administrator shall be entitled to unilaterally cancel this Agreement with a mandatory written notification of the Customer not later than two months in advance.

12.6. After the closure of the Account, information about the transactions shall be kept by the Administrator for 5 years in accordance with the law.

13. Modification of the Agreement

13.1. Administrator has the right to change the Agreement unilaterally by publishing it in a new edition on the Website.

13.2. The Administrator shall be obliged to notify the Customer by posting an information message inside the Customer's Account about forthcoming changes of the Rules not later than 2 (two) months before the effective date of such changes. Prior to the anticipated effective date of the said amendments, the Customer must accept such amendments or refuse to accept them. The Customer shall notify the Administrator through the Customer support about the refusal to accept the amendments to the Agreement. If the Customer refuses to accept the amendments, the Agreement with him/her shall be terminated on the date when the said amendments take effect.

13.3. The amendments shall take effect at the time of publishing the amended version of the Agreement on the Website.

13.4 The Customer's use of the System's Services is understood as his/her unconditional consent to the amendments to the Agreement.

13.5 All annexes to the Agreement form an integral part of the Agreement.

13.6 Without prejudice to the provisions of this Article 13, the period referred to in Clause 13.2 shall not apply to the period of notification of changes in the amount of Fees charged for the System Services provided by the Administrator. Changes in Fees shall be effective immediately and shall not require any prior notice.

14. Force Majeure

14.1. The Parties shall not be liable for any delay in performance or failure to perform their obligations, any damage, including losses as well as costs related to claims or demands of third parties which may arise as a result of acts of God, civil or military authorities, civil unrest, strikes or other labor conflicts, fire, transportation emergencies, interruption of communication systems, engineering, internet services or network access service providers, the acts or omissions of third parties, unauthorized intrusion into or destabilization of services by third parties by any means, including DDoS attacks, computer viruses, Trojan horses, worms, timed programs, and any other programs or technologies designed to destabilize or delay the Services (each such event is referred to as a "force majeure event"). The Party subject to force majeure shall notify the other Party within 10 days of the occurrence of such circumstances.

14.2 The provisions of clause 14.1 shall not limit or terminate the Customer's obligations in respect of making and returning Payments, paying any kind of fines, penalties, Commissions, returning goods or (non-)performance of works and services after the force majeure circumstances have ended.

15. Miscellaneous Provisions

15.1 The Agreement and the relationship between the Administrator and the Customer arising therefrom shall be governed by the laws of Belize.

15.2 All disputes between the Parties in connection with this Agreement shall be settled by negotiations. The basis for the commencement of negotiations shall be a written complaint by one Party to the other. The claim shall be considered within thirty days of its receipt.

15.3 If the dispute cannot be resolved by negotiation within the specified period, either Party shall have the right to go to court. All disputes arising out of this Agreement shall be subject to the courts of Belize.

15.4 The choice of applicable law and territorial jurisdiction in clause 15.3 shall not affect the binding rights of the Customer under the law of the country of which he/she is a resident.

15.5 The Customer shall not assign his/her rights and obligations arising from the Agreement to third parties without the prior written consent of the Administrator.

15.6. Declaring any provision of this Agreement invalid or unenforceable shall result in the exclusion of such provision without affecting the validity of the remaining provisions of the Agreement.

15.7 This Agreement comes into force the moment the Applicant clicks on the "Sign up" button during the Registration process.

15.8 The Customer acknowledges and confirms that all provisions of the Agreement are clear to him/her, that the Customer agrees to the Internal Policies published on the Website, that the Customer accepts them unconditionally and undertakes to comply with their provisions and requirements.

TO THE USER AGREEMENT ON THE USE OF THE ==CASHINOUT SYSTEM==

Goods, works and services prohibited for sale through the System:

1. Weapons, ammunition and means of self-defense, exact replicas of firearms or cold steel.
2. Narcotic and similar substances and plants as well as their ingredients or any means for their production, as well as descriptions of manufacturing methods of such substances.
3. Prescription-only medicines and medical preparations as well as the raw materials or instructions for their production.
4. State awards or distinguishing badges.
5. Identity cards and government documents (including forgeries) and anything related to the creation or obtaining of forged identity cards or forged government documents.
6. Uniforms of public authorities.
7. Special purpose items related to police and law enforcement.
8. Electronic equipment prohibited in the area.
9. Lock picking or tampering devices.
10. Information containing personal data or data suitable for illegal activities (spamming, etc.).
11. Goods, works, services or information containing state, banking or commercial secrets.
12. Goods, works and/or services the sale of which infringes the copyright and/or related rights of third parties, trademark or patent rights.
13. Information that violates privacy, infringes on honor, dignity and business reputation of citizens and legal entities.
14. Information which is transmitted only virtually and which is not recorded on any tangible medium (ideas, methods, principles, etc.).
15. Objects of archaeological heritage.
16. Objects or services violating public morals (including but not limited to: child pornography, Nazi memorabilia, escort services, prostitution).
17. Any items with original but deleted serial numbers.
18. Malicious software.
19. Goods or services which directly or indirectly induce illegal activities (propagation of social, racial, religious or national discord; discrimination, violence, hatred, revenge, persecution, which contain propaganda for terror or harm)
20. Counterfeit or counterfeit goods.
21. Items and equipment designed to use (including the illegal transfer) of copyrighted works without the authorization of the authors (including, but not limited to: items or software designed to remove copyright protection or regional restrictions on electronic devices).
22. Dangerous goods (including but not limited to: containing explosive, toxic, poisonous and/or radioactive materials).

23. information on manufacture of explosive, pyrotechnic, incendiary, etc. substances and devices
24. Human organs and remains.
25. Goods or services without use value.
26. Auction services or trading systems that allow activities that exclude the transfer of goods, works and/or services having use value.
27. Financial or payment instruments, that do not ensure proper KYC procedures and customers identification for the purposes of fighting illicit trafficking, financial fraud, illegal proceeds and money laundering.
28. Asset management and investment activities without appropriate licenses as well as any intermediary activity that facilitates the transfer of funds between the parties prohibited in this paragraph.
29. Artistic and historical objects which are part of the cultural property of the country.
30. Services of organizers and operators of lotteries, betting, casinos and any other forms of gambling.
31. Advertising (promotion) services for the goods, works and services specified in paragraphs 1-30 of this list.