

# TERMS OF SERVICE AND CONDUCTION OF TRANSACTIONS IN THE SYSTEM WELLEX PAYMENT LTD

*Version No.9 valid as of 15/05/2018*

## **1. TERMS USED IN THE AGREEMENT**

For the purpose of this agreement, the following terms used and defined below as:

### **Company**

WELLEX PAYMENT LTD, 39/5 Granton Crescent, Edinburgh, United Kingdom, EH5 1BN.

### **System**

platform " WELLEX " served by the company WELLEX PAYMENT LTD, its subsidiaries and/or assigns - services in a global Internet computer network (hereinafter referred to as the Internet), at the address <https://bitx.land>, intended for the use of services provided by the Company.

### **Law**

Money Laundering and Terrorist Financing Prevention Act passed 19.12.2007, in force from 01.01.2014

### **User**

individual or legal entity that is registered in the system.

### **Account**

e-wallet, account in the System, registered on the User's name.

### **Authentication**

recognition procedure, which allows the Company to verify that the connection was made by User by means of electronic identification data.

### **Price List**

The list of fees associated with all transactions within the System.

### **Electronic Identification Data**

user ID, password and user-generated access code ensures secure authentication.

### **Trade Application**

controls User's instruction to carry out the exchange transactions in the System.

### **Verification**

procedures performed by the Company for the receipt and processing of a set of documents from the User confirming the occupation and the identity of the User, or the identity of the authorized persons of the User, as well as describing the User's activities.

Financial and liquidity services are provided by WELLEX, under Ministry of Economic Affairs and Communications operating license. Company is governed by Estonian law.

## **2. SUBJECT OF THE AGREEMENT**

2.1. This Agreement governs the relationship between the Company and the User. By entering into a business relationship with the Company, the User confirms that he is familiar with these Rules, and is in agreement with the Rules and recognizes them as binding.

2.2. The subject of this Agreement is the provision by the Company of the services to the User:

- - Opening of account (e-wallet) in the System in the national currencies of USD, EUR, GBP, CHF, JPY, AUD, RUB, as well as the cryptocurrencies: BTC, LTC, ETH, XRP with a special mode of operation;

- - Implementation of the account transactions by using the electronic platform of the Company;
- - User participation in the trading and exchanging of the national currencies of USD, EUR, GBP, CHF, JPY, AUD, RUB and the cryptocurrencies BTC, LTC, ETH, XRP;
- - Issuing and servicing of VISA and MasterCard debit payment cards through the conclusion of agency agreements between the Company and the international payment systems;
- - Provision of merchant services, namely, the ability to send and receive payments to the Users' accounts in the national currencies of USD, EUR, GBP, CHF, JPY, AUD, RUB and the cryptocurrencies BTC and LTC;
- - Provision of online information about the cross-currency rates from various sources and trading platforms;
- - Provision of the ability of the use of mobile applications for the work with the System.

2.3. Depending on the rules and laws in the Users country of residence, the list of the services provided by the Company may vary.

### **3. CONCLUSION OF THE AGREEMENT**

3.1. This Agreement is offered under the terms of the public offer and is posted on the Internet on the home page of the Company. The Agreement is deemed to be concluded at the time of acceptance by the User of the Company's offer. The Company and the User recognize that filling of the online registration form for the services in the System on the Company's website shall be deemed the acceptance of the offer (acceptance by the User of the Company's offer to conclude Agreement).

3.2. Acceptance of this Agreement is the unconditional and complete acceptance of all the terms of the Agreement and their acceptance by the User without any amendments and (or) additions on their part.

3.3. Depending on the residence of the User, not all services offered by the Company may be available to the User.

3.4. The Company reserves the right to refuse the commencement of cooperation with the User without reason.

3.5. The Company shall reserve the right to carry out additional verification procedures while entering into a business relationship with the User. Those include, but not limited to:

3.5.1. Individual User:

- - Full name, date of birth
- - Contact information, mailing address, e-mail address, phone number
- - Proof of identity (for ex. passport, driver's license or other government issued ID)
- - Residence verification information (for ex. Utility bill or similar)
- - Additional information for analysis of User activity within the framework of Anti Money Laundering (AML)

3.5.2. Corporate User:

- - Full legal entity name
- - Legal documents (such as certificate of incorporation, memorandum and/or articles of association, documents confirming authorised person rights and ultimate beneficial owner rights)
- - Verification information as in p.3.5.1. for legal entity related persons
- - Bank details and account statement
- - Additional information for analysis of User activity within the framework of Anti Money Laundering (AML)

3.6. If the User has not been identified personally by a representative of the Company, and if the authenticity of the submitted documents for the servicing in the System is not verified with the originals by a representative of the Company, the Company shall reserve the right to carry out additional User verification procedures.

3.7. The Company shall carry out additional User verification procedures, as well as in-depth primary and periodic analysis of the User's residents of countries included in the list of OFAC, FATF, as well as Users who are politically exposed persons.

### **4. GENERAL PROVISIONS**

4.1. Work in the System is carried out by the User:

4.1.1. By using a computer connected to the Internet with a web browser. Operating systems with normally functioning Web browsers may be used on the computer:

- - Internet Explorer Edge 38 or newer;
- - Google Chrome 58 or newer;
- - Opera 46 or newer;
- - Mozilla Firefox 54 or newer;
- - Safari 10.1, or newer.

4.1.2. System entry is carried out by starting a web browser and opening the server home page (at address <https://bitx.land>).

4.2.1. By using smartphone via mobile application WELLEX Mobile Wallet. The mobile application can be used for smart phones with the following operating systems:

- - iOS, version 8.4 or newer
- - Android, version 4.4 or newer.

4.3. Authentication procedure in the System requires login, password and verification code.

4.3.1. When connecting to a System with a computer, verification code is sent via SMS to a mobile phone specified during the initial registration, or by receiving an incoming verifying call from the robot. By connecting to the System via Google Authenticator, the verification code is generated in the Google Authenticator program.

4.3.2. For the initial connection to the System via mobile application, WELLEX Mobile Wallet, user must log in with a stationary computer and create a new mobile API key in the API section. (<https://bitx.land>). Then user can connect to the System via the mobile application WELLEX Mobile Wallet. Authentication is carried out by using the additionally generated key in the User area.

4.2. All official communication (requests, notifications and other information addressed to the User) shall be sent to the User's personal area in the System. The Company shall not be responsible for unanswered or lately unanswered User's requests that were directed to the Company through other communication channels.

## **5. RISKS**

5.1. All decisions related to the services provided by the Company shall be adopted by the User. The Company shall not be responsible for damages incurred by the User as a result of transactions. By accepting this Agreement User acknowledges that has fully read and understood possible risks related to the implementation of trade on financial markets as well as to any form of investment activity available to User using the appropriate services of the Company.

5.2. User confirms that the risks associated with the transactions and execution of Trade applications in the system, are acceptable by the User, taking into account their objectives and financial capabilities.

5.3. User acknowledges that trading operations, real or virtual, as well as virtual currency involves significant risk. Rate can fluctuate on any given day. Because of such rate fluctuations, User may gain or lose value of his assets at any given moment. Any currency may be subject to large swings in value and may even become absolutely worthless. Cryptocurrency trading has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrency is a unique kind of currency, backed by technology and trust. There is no central bank that can take corrective measure to protect the value of Cryptocurrency in a crisis or issue more currency.

5.4. User acknowledges and agrees that the Company does not act as a financial advisor, does not provide investment consulting services, and any communication between the User and the Company cannot be considered as advice.

5.5. Any unsupported cryptocurrencies, tokens or other byproduct of hard fork, soft fork or any other type of abnormal network functionality that may end up in the possession of the Company without explicit acceptance

agreement will become the property of the Company and by maintaining account within the system customer hereby waives any and all rights, claims or causes of action of any kind whatsoever.

5.6. User understands and acknowledges that for various reasons user account and balances within account can become temporarily suspended and may not be accessible to User. User agrees to hold the Company harmless waives any and all rights, claims or causes of action of any kind pertaining to any damages as result of such action.

5.7. User acknowledges and agrees that access and use WELLEX at his own risk. There may be additional risks, which have not been disclosed in this Agreement. Every User has to carefully assess whether his financial situation and tolerance for risk is suitable for buying, selling or trading Cryptocurrency.

## **6. RIGHTS AND OBLIGATIONS**

### **COMPANY**

6.1. The Company reserve the right to:

6.1.1. Unilaterally change the services Price List. The Company shall inform the User about the change in the Price List through the publication of the current Price List on the home page. The Company may further individually inform the User about the changes in the Price List by sending an appropriate notice through the System. If the User does not agree with the changes, they shall have the right to refuse the receipt of the relevant services of the Company and terminate the business relationship with the Company in the part which is subject to the changes that shall come into force.

6.1.2. Unilaterally change the terms of service of the Agreement and the list of products and services offered by the Company. The Company shall inform the User on the changes of the terms of service by sending notification to the User's personal cabinet in the System.

6.1.3. Without prior notification, suspend or block the User's work in the System in the following cases:

- - emergence of technical failures in the System while providing services until their elimination, replacement, maintenance of the equipment and (or) software used by the Company for provision of services in the System for the period necessary for replacement;
- - breach of confidentiality of provision of services;
- - in the case of suspicion that the System is not used by the User, but by a third party, until the circumstances are clarified;
- - in the case of additional verification procedures, as well as analysis of User activity within the framework of Anti Money Laundering (AML) - until the requested information is provided by the User.

6.1.4. Unilaterally terminate the provision of services to the User by cancelling the Agreement and/or blocking access to the System in the following cases:

- - in the case of non-compliance with the conditions of the Agreement;
- - if the User creates obstacles to the smooth operation of the System (without the right of recovery).
- - if there are no transactions on the User's Account for more than 12 months. (The Company reserves the right to examine the issue of continued cooperation with inactive Users on an individual basis);
- - if the User does not provide information on his business operations upon the request of the Company or the information provided does not meet the Company's requirements;
- - if it became known that the User actions may adversely affect the Company's reputation;
- - if the Company has reason to believe that the services are not used by the authorized person, and the services are used for the benefit of third parties, which have not been identified by the Company;
- - if the User has not passed the necessary additional verification within 14 calendar days from the date of the receipt of the relevant request in the System.
- - in the case of the identification of User transactions that contain signs of suspicious operation in accordance with international regulations and in accordance with AML policy, and if the Company has suspicions that the operations are carried out in violation of the requirements of international regulations or are fraudulent in nature.
- - in the case of the receipt of a relevant order from any law enforcement agency in cases of international legislation and applicable regulatory enactments.

- - in the case of suspicion that the User has carried out or has attempted to carry out fraudulent transactions through the use of the System.
- - in the case of the expiration of the User identification documents up to the provision of relevant documents.

6.1.4.1. in the case of non-compliance with the conditions of the Agreement;

6.1.4.2. if the User creates obstacles to the smooth operation of the System (without the right of recovery);

6.1.4.3. if there are no transactions on the User's Account for more than 12 months. (The Company reserves the right to examine the issue of continued cooperation with inactive Users on an individual basis and perform additional Verification procedures in order to activate User's Account);

6.1.4.4. if the User does not provide information on his business operations upon the request of the Company or the information provided does not meet the Company's requirements;

6.1.4.5. if it became known that the User actions may adversely affect the Company's reputation;

6.1.4.6. if the Company has reason to believe that the services are not used by the authorized person, and the services are used for the benefit of third parties, which have not been identified by the Company;

6.1.4.7. if the User has not passed the necessary additional verification within 14 calendar days from the date of the receipt of the relevant request in the System;

6.1.4.8. in the case of the identification of User transactions that contain signs of suspicious operation in accordance with international regulations and in accordance with AML policy, and if the Company has suspicions that the operations are carried out in violation of the requirements of international regulations or are fraudulent in nature;

6.1.4.9. in the case of the receipt of a relevant order from any law enforcement agency in cases of international legislation and applicable regulatory enactments;

6.1.4.10. in the case of suspicion that the User has carried out or has attempted to carry out fraudulent transactions through the use of the System;

6.1.4.11. in the case of the expiration of the User identification documents up to the provision of relevant documents;

6.1.5. To set the User limit for transactions (for one Trade Application, daily limit, monthly limit).

6.1.6. To pay the User a daily cashback bonus for the use of the Company's services. Bonuses shall be credited in BTC cryptocurrency to a special User's Cashback wallet in the System. The validity of the cashback accumulated is 1 (one) year from the date of receipt. Funds in the wallet can only be used for the payment of fees for the Company's services.

6.1.7. The Company shall have the right to withhold service fee according to the Price List for a dormant account. A dormant account shall be an account that has been idle for 6 (six) months or longer.

6.1.8. To exercise other rights provided under international law and this Agreement.

6.2. The Company shall be obliged:

6.2.1. Qualitative and timely provide services in accordance with this Agreement.

6.2.2. To execute secured and registered User's Trade Applications subject to the availability of an equivalent Trade Applications of the opposite orientability from other Users on the same exchange type in order of precedence of the execution.

6.2.3. To open User accounts in the stated currency and cryptocurrency.

6.2.4. To notify the User of the change in fees (remunerations) for services hereunder by posting such information on the home page of the Company.

6.2.5. To update System software.

6.2.6. To consult the User on the issues related to the use of the System.

6.2.6.1. Communication between the Company and the User is in English. The Company may not reply to requests sent by the User in other languages.

6.2.6.2. The term of the Company's response to the User's requests can be up to three business days from the date of the receipt of a relevant User request.

6.2.7. To provide the User the results of the request processing through the System (electronic account statements, other financial information (exchange rates, cryptocurrency rates, etc.).

6.2.8. Not to accept and not to execute the requests of third parties to suspend the User's access to the performance of transactions or to restrict their rights in relation to the System in any other way, including the claims of the third parties, with the exception of the claims of the payment systems, as well as with the exception of the cases provided for in international law and applicable regulatory enactments.

## **USER**

6.3. The User shall have the right:

6.3.1. To dispose of the financial means on his accounts (wallets) in the System;

6.3.2. To generate requests in the System according to the list of requests, implemented in the System;

6.3.3. To get consultancy services from the Company's support service on the operation of the System, as well as on the use of products and services offered by the Company;

6.3.4. To apply for Account activation and access unblocking to the System in case specified in Clause 6.1.4.3.;

6.3.5. To cancel unexecuted Trade Application, to change their settings, if permitted by the terms of the Trade Application.

6.3.6. To transparent information, communication and modalities for the exercise of the Users rights as the data subject under General Data Protection Regulation (GDPR) and General Data Protection Act (Estonia). The GDPR provides the following rights for individuals without undue delay and within one month of receipt of a relevant User request:<sup>[11]</sup>~~[12]~~ The right to be informed

- - The right to be informed
- - The right of access
- - The right to rectification
- - The right to erasure
- - The right to restrict processing
- - The right to data portability
- - The right to object
- - Rights in relation to automated decision making and profiling.

6.4. The User agrees:

6.4.1. To comply with the requirements of this Agreement.

6.4.2. To take measures to prevent the use of the System by persons who are not the User.

6.4.3. To use Electronic identification data to log in.

6.4.4. To ensure timely payment of services rendered by the Company in accordance with the terms of this Agreement.

6.4.5. To make security contributions in the currencies supported by the System in the amount equivalent to the total volume of the Trade Application, taking into account the size of the Company's remuneration.

6.4.6. To provide the Company accurate and complete address for delivery of payment cards. In the case of the inability to deliver the parcel to the addressee, the Company shall not be responsible for incorrect contact details specified by the User.

6.4.6.1. In the case of inability to deliver the order to the User and the return of the parcel to the Company, the Company shall send the User the relevant notification through the System. If the User does not provide the

Company with relevant information for the dispatch of the order within 14 days upon sending of the notification, the payment cards shall be destroyed and the order shall be cancelled.

6.4.6.2. User agrees to keep a copy of the credit card's transaction receipt for a period of a minimum 3 (three) months following the transaction date.

6.4.7. The User confirms that all the information provided by the User is accurate and not misleading, and that all the documents submitted by the User are correct and valid. The User shall immediately inform the Company of any changes in the information and/or documents provided by the User.

6.4.8. To use the Account only for their own purposes and needs.

6.4.9. To store the system access data in places that are inaccessible to third parties, and not to disclose such information to third parties.

6.4.10. User agrees not perform the following RESTRICTED ACTIVITIES:

6.4.10.1. Directly or indirectly carry out or assist with the legalization of funds obtained by criminal means. All funds available on the user's account must be obtained by non-criminal means.

6.4.10.2. Open an account for others, or in a name other than personal legal name, and provide fraudulent identification document.

6.4.10.3. Open multiple Accounts.

6.4.10.4. Use the services offered by the Company in jurisdictions, where it is prohibited by law.

6.4.10.5. Reverse deposits made by a credit card or a bank, or with any other payment system.

6.4.11. The User shall be solely responsible for the possible taxation of transactions and the ability to use the Services of the Company depending on the country of tax residence of the User.

6.4.12. The User confirms and agrees:

6.4.12.1. That the Company will not credit wire transfers to the User's Account until the Company can properly identify and authenticate the User and the Account.

6.4.12.2. That the Company will not accept third party transfers. All national currency transfers to and from Users' Account must be paid from or be received by a bank account held in Users' name.

6.4.13. The User confirms:

6.4.13.1. User are at least 18 (eighteen) years old;

6.4.13.2. User are of legal age to accept this Agreement according user's residency country legislation;

6.4.13.3. User has a full capacity and authority to enter into this agreement;

6.4.13.4. User has not previously been rejected or deleted from using our System;

6.4.13.5. User follows the rules and laws in his/her country of residence.

6.4.13.6. User understands that none of the WELLEX user accounts are interest bearing accounts.

## **7. PAYMENT FOR THE COMPANY'S SERVICES**

7.1. The Company shall withhold the fee (remuneration) specified in the Price List for the rendered services and used products hereunder. The Price List is posted on the Company's website.

7.2. Peculiarities of collection of remuneration of the Company:

7.2.1. The Company shall debit the User's account (crypto wallet) the fee for the transactions in the System, as well as for payment card transactions, in accordance with the Price List at the time of the initialization of the transaction by the User.

7.2.2. The Company shall charge from the User's Account (crypto wallet) the remuneration for the execution of Trade Applications after their closure. In case of partial closure of the Trade Application, the fee shall be charged only in respect of the executed Trade Application.

## **8. RESPONSIBILITY OF THE PARTIES**

8.1. In the case of non-performance or improper performance of the obligations under the Agreement, the guilty party shall be liable in accordance with international legislation.

8.2. Responsibility of the Company:

8.2.1. The Company shall be responsible for taking the necessary measures to ensure the reliability and safety of the System, including for the adoption of measures for the preservation of the User electronic identification data.

8.2.2. The Company shall be responsible for compliance with the terms of the payment transactions and Trade Applications on the account (s) of the User.

8.2.2.1. Trade Applications shall be executed at the time of entry into force of the conditions of Clause

8.2.2.2. Payment transactions (deposit/withdrawal of funds) shall be executed within five working days from the date of registration of the relevant order by the User through the System and provided the availability of funds in the User's account. While executing the payment transactions, the Company shall not be responsible for the operation of the intermediary institutions or settlement system. The company does not accept the requests for payment transactions in the following cases:

- - in the case of insufficient funds in the User's Account for the execution of the payment transaction with consideration for the fee of the Company according to the current Price List;
- - if the User has not passed the required verification procedure. In this case, the appropriate request for the provision of information shall be sent to the User through the System within three working days;
- - if the payment transaction is not possible based upon specified details;
- - in the cases specified in Clause 6.1.4 of this Agreement.

8.2.2.3. In the cases specified in paragraph 6.1.4 or in other similar situations The Company reserves right to suspend User's Account and all funds within.

8.2.3. The Company shall not be responsible for the provision of services of poor quality in the System for the reasons related to the abnormal operation of computer network of the Company or the Internet network; for the quality of services provided by organizations that are ensuring Internet access; for the damage or loss of the User's confidential information as a result of the operation of malicious programs on the equipment used by the User for the access of the System, as well as for the caused effects.

8.2.4. The Company shall not be responsible for damage caused by the unauthorized use of the System by third party information security system malfunctions if such use has been made possible through no fault of the Company.

8.2.5. The Company shall not be responsible if the information associated with the use of the System by the User becomes known to a third party as a result of the accessing of information through communication channels that are beyond the Company.

8.2.6. The Company shall not be responsible for complete or partial non-performance of its obligations hereunder if such non-performance is due to force majeure: natural disasters, power failure or disconnection, interferences, overloads and disruptions in telephone lines, full or partial computer system malfunction, caused by the above reasons.

8.2.7. The Company shall not be responsible to third parties for compliance by the User with any obligations in relation to them, and shall not be a party in the disputes that may arise in connection with such circumstances.

8.2.8. The Company recognizes that all information associated with the User and received by the Company as a result of cooperation, is confidential and shall not be disclosed to third parties without the consent of the User, except for the information that:

- - is publicly accessible
- - is available to third parties in the course of the supervision of the Company or the Company's audit;
- - is disclosed to competent law enforcement agencies for execution of their functions in accordance with the applicable international regulatory enactments;
- - is transferred to the cooperation partners of the Company that provide services to the Company or with whom the Company is cooperating in order to execute the User's orders.



8.2.9. The Company shall not be responsible for the provision by the User of incomplete and distorted information about the transactions to third parties.

### 8.3. Responsibility of the User:

8.3.1. The User shall be responsible for the accuracy of the provided information, as well as for the authenticity of the submitted documents that are sent to the Company in the process of verification and analysis of User activity within the framework of Anti Money Laundering (AML);

8.3.2. The User shall be responsible for the unauthorized access of other parties to the Electronic data identification and to the use of services provided by the Company under this Agreement, as a result of intent or negligence of the User and for all resulting consequences of such unauthorized access.

8.3.3. The User shall be obliged to check the transactions on the Account at least once per month in accordance with the existing information in the System. The User shall be obliged immediately to inform the Company in writing of any improper execution of the order as soon as they become aware of it.

## 9. DISPUTE SETTLEMENT PROCEDURE

9.1. Disputes arising between the parties under this Agreement or in connection with it shall be settled in the course of pre-court dispute settlement procedure.

9.2. In the case of failure to settle the dispute within 30 calendar days from the date of the direction of the claim to one of the parties, the dispute shall be resolved in accordance with international legislation, by the International Commercial Court (ICC International Court of Arbitration).

## 10. VALIDITY OF THE AGREEMENT

10.1. The Agreement shall enter into force on the date of the registration of the User in the System, and is continued for an indefinite period.

10.2. The Agreement may be terminated by mutual agreement of the Parties.

10.3. The Company shall have the right unilaterally to withdraw from the execution of this Agreement upon entry into force of the circumstances specified in 6.1.4 hereof.

10.4. The User shall have the right unilaterally to terminate the execution of this Agreement if they have no debts to the Company in respect of payment of services and has the sufficient account balance required for payment of the fee for the closure of the Account in accordance with the Company's Price List.

10.5. All other matters not covered by this Agreement shall be governed by Law of Estonia.

## 11. CONTACT INFORMATION

11.1. If the User has any questions or uncertainties regarding this Agreement, as well as claims or the provisions of the use the Company's services, the User may contact the Company's support service by email <https://wellcoinpay.com/support/> or by completing the relevant form online <https://bitx.land>, or by submitting request at Company's Online Support chat.