

## GENERAL TERMS AND CONDITION

The present terms and conditions regulate the use of the ESR Exchange Solutions Platform (hereinafter referred to as either ESR Exchange Solutions or Platform) and the registration process of any user.

### 1. Platform management

1.1 ESR Exchange Solutions Platform (hereinafter also referred to as “Platform”) is managed by the company ESRInternational OÜ, duly registered and active in the Republic of Estonia. The law of the Republic of Estonia is applicable to the Platform and any agreements or transactions made through it.

ESR Exchange Solutions platform is a currency exchange platform that allows to perform a wide variety of currency exchange operations including the exchange of cryptocurrencies to fiat, to other cryptocurrencies and fiat to fat exchange operations. The full list of services may be reviewed at our webpage at: <https://esr.solutions>

### 2. Registration on the Platform and creation of a User Account

2.1. Only registered Users, who have concluded an Agreement with ESR Exchange Solutions, are entitled to use the services offered on the ESR Exchange Solutions Platform, including the opportunity to perform currency exchange operations.

2.2. In order to submit a Registration Application and to conclude an Agreement, the User must be eligible, and the User shall confirm that, throughout the use of the Platform, shall be eligible according to the following criteria:

2.2.1. the User is a physical person or legal entity;

2.2.2. if the User is a physical person, the User must be at least 18 years old;

2.2.3. the User must have a User’s Bank Account, and the User must be authorized to freely handle such account and funds contained therein (if any);

2.2.4. no insolvency procedures of the User have been announced; 2.2.5. pursuant to a judgment that has taken effect, the User does not have limited legal

capacity due to disorders of mental nature.

2.3. The User shall acknowledge that, at the time of submitting the Registration Application and at the conclusion of the Agreement, he/she/it is fully legally capacitated and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.4. The User shall register on the Platform, by filling in a Registration Application and confirming the present Terms and Conditions. After the User registration, a User’s Account is automatically created on the Platform. Upon registration of the User on the Platform, ESR Exchange Solutions assigns a unique User’s ID number.

User’s ID number is used as the main identification for the purpose of initiating currency Exchange operations.

2.4.1 In order to activate the account and gain full user access to the Platform and services, the User must go through the KYC procedure as set by the AML policy available for review at <https://esr.solutions>. Failure to provide information necessary for the KYC

policy may result in the termination of the account.

2.5. To access and use the User's Account, ESR Exchange Solutions identifies the User by the User's e-mail address and password. The User shall be entitled to change the e-mail address and password used for User's identification in compliance with procedures established on the Platform.

2.6. If the User is a legal entity, which has signed the Agreement, then ESR Exchange Solutions is obligated to identify the signatory, for whom the rights to sign have been established on ESR Exchange Solutions, as the User.

2.7. To conclude the Agreement, to use services offered on the Platform, and to initiate currency exchange operations, the User must take the steps prescribed in Section 3 of the Terms and Conditions to enable ESR Exchange Solutions to identify the User in accordance with the applicable AML policy.

2.8. ESR Exchange Solutions may refuse the registration of a new User on the Platform without giving a reason for refusal.

2.9. The User's Account is private, and only the owner of the User's Account (the User) is authorized to enter into and use it.

2.9.1 ESR Exchange Solutions may provide access to third parties in accordance with the applicable law or on the basis of a relative court ruling.

2.10 No provision of this Agreement shall constitute an investment or loan advise or consultation and in no way shall any of the Parties view ESR Exchange Solutions as an investment advisor or a loan intermediary. All the Users confirm that they understand and accept that ESR Exchange Solutions is a currency exchange Platform that creates an opportunity for the Users to perform currency exchange operations for a fee.

### 3. User identification and confirmation of transactions

3.1. ESR Exchange Solutions identifies the User according to the rules of the internal control system and AML policies of ESR Exchange Solutions . The ESR Exchange Solutions AML policy is available at: <https://esr.solutions>

3.2. In order to identify the User adequately, ESR Exchange Solutions may, at its sole discretion, at any time, upon getting in touch with the User, request additional documents or information confirming the User's identity and unilaterally determine any additional requirements for the User identification, as well as introduce changes in the User identification process.

3.3. The Present Agreement is considered to have come into force from the moment the User agrees to it and ESR Exchange Solutions accepts him as a User by creating his own User Account in the system.

3.4. A Registration Application filed in compliance with procedures established in the Terms and Conditions and depositing funds on the ESR Exchange Solutions Account confirms that the User wishes to use the Platform and the services offered therein pursuant to the Agreement provisions.

3.5. When registering and logging into (entering) the User's Account on the Platform, the

User must enter the User's e-mail address and password.

3.6. The User's activities performed on the Platform after entering the User's e-mail address and password shall be regarded as the User's signature or acceptance. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the User on the Platform after entering the User's e-mail address and password as prescribed on the Platform shall be binding upon the User and ESR Exchange Solutions.

3.7. The User's password is deemed confidential information that the User and ESR Exchange Solutions undertake not to divulge and shall undertake to prevent that third parties can find it out. The User must keep the User's password in a secure manner, as well as regularly, however not less frequently than after a period prescribed by ESR Exchange Solutions, change/update the password.

3.8. If the User's password has become known or may have become known to a third party, the User must immediately inform ESR Exchange Solutions about it in writing, at which time ESR Exchange Solutions shall block access to the User's Account as soon as possible, until, on the grounds of the User's application, the User is given a new User's password and the User has given an instruction to ESR Exchange Solutions to unblock the User's Account.

3.9. ESR Exchange Solutions is entitled to, however is not obliged to, block access to the User's Account in cases, when ESR Exchange Solutions suspects that the User's Account has been accessed without due authorization, including, if ESR Exchange Solutions suspects that the User's password has become known or may have become known to a third party or ESR Exchange Solutions has suspicions of the execution of illegal transactions, as well as in other cases at the discretion of ESR Exchange Solutions, in order to ensure safety of services, inviolability, confidentiality of the User or to prevent losses that might be inflicted upon ESR Exchange Solutions or the Users.

The platform is entitled to block the account should the User repeatedly enter invalid password. The account may only be unblocked if the User provides sufficient evidence of his identity and explanation regarding the repeated use of an invalid password.

3.10. ESR Exchange Solutions shall be entitled not to approve a currency exchange transaction, if:

3.10.1. the User fails to comply with the Terms and Conditions or the relevant currency exchange procedure initiated through the Platform;

3.10.2. ESR Exchange Solutions has suspicions about the identity of the User, and ESR Exchange Solutions has not been able to contact the User to confirm the content of the transaction;

3.10.3. the User's instruction is unclear or distorted due to interruption in communication;

3.10.4. in other cases, stipulated in Clause 3.10. of the Terms and Conditions.

#### 4. Currencies

4.1 The Platform allows the following cryptocurrencies to be exchanged through the ESR

Exchange Solutions platform: Bitcoin, Bitcoin Cash, Ethereum, Litecoin, Ripple.

The given list may be amended by the operator of the ESR Exchange Solutions platform at any time, by making the relevant changes to these Terms and Conditions.

4.2 The Platform allows the following fiat currencies to be exchanged through the ESR Exchange Solutions platform: USD, EUR, GBP, RUB.

ESR Exchange Solutions is entitled to make changes to the given list.

Any exchange of currencies not given in the said list are possible only on the basis of a separate agreement between the parties.

4.3 The minimal amount of fiat or cryptocurrency that can be exchanged through our platform shall be equal to 1 EUR.

4.4. ESR Exchange Solutions shall start accepting applications for currency or cryptocurrency exchange operations upon registration of the User on the Platform.

4.5. The User shall be entitled to transfer funds to ESR Exchange Solutions account indicating the cryptocurrency exchange operations he wishes to initiate by filling out the valid form on the webpage.

Any User may add cryptocurrencies to the ESR Exchange Solutions accounts for the purpose of exchange operations.

After the currency exchange operation was performed, ESR Exchange Solutions transfers the new currency to the account listed by the User, retaining its exchange fee.

Any User initiating currency exchange operations on the ESR Exchange Solutions platform agrees to the ESR Exchange Solutions retaining the relative fee for the exchange.

4.6. Every User confirms and understands that ESR Exchange Solutions is not a banking institution and does not provide bank deposit services.

4.7. No interest accrues or is paid to the User for the period User's funds are on the accounts of ESR Exchange Solutions.

4.8. ESR Exchange Solutions is entitled to use the User's funds only for the purpose of currency exchange operations and to retain its own fees.

4.9. The funds transferred by the User to ESR Exchange Solutions in compliance with the present Terms and Conditions shall be regarded as funds necessary for the currency exchange operations.

4.10. The User may add funds to the ESR Exchange Solutions only for the purpose of currency exchange operations available on the ESR Exchange Solutions platform or for the purpose of paying ESR Exchange Solutions fees, should such a requirement arise.

4.11. ESR Exchange Solutions shall provide a statement to the User about the transactions performed through the Platform. Statements are available on the User's Account.

4.12. The User shall be entitled to request, at any time, that ESR Exchange Solutions the confirmation of any of his currency exchange operations that have been performed

through the Platform.

4.13. In any event ESR Exchange Solutions shall not be liable for inability to transfer funds if such was caused by force majeure circumstances, including unforeseeable and uncontrollable changes in the field of electronic payments or cryptocurrency turnover, or relevant changes in the applicable legislation.

4.14. It is illegal to exchange funds gained through unfair means through the ESR Exchange Solutions platform. In case of such suspicions transactions, the relevant state authorities shall be notified, and this can lead to freezing all funds on the account, as well as to closing of the account and confiscation of funds.

4.15. If at the time of registering a User or during the period of validity of the Agreement, suspicions arise about money laundering, terrorism financing, or an attempt at either of these activities to ESR Exchange Solutions, ESR Exchange Solutions shall be entitled to not register a User on the Platform, not accept funds from the User and/or block access to the Platform.

## 5. Initiating currency exchange operations

5.1. Following User identification, pursuant to the present Terms and Conditions, the User shall be entitled initiate currency exchange operations:

5.1.1. the User shall, at his/her/its own discretion choose the type of the currency exchange he wishes to perform through the Platform;

5.1.2. the User shall follow relative instruction provided on the Platform and shall carefully review the offered currency exchange conditions.

5.1.3 Any User wishing to exchange currencies, must make the appropriate application through the ESR Exchange Solutions platform, filling out the provided form and listing the required information, including:

- Type of fiat currency or cryptocurrency he wishes to exchange;
- Type of fiat currency of cryptocurrency he wishes to receive;
- The amount of fiat currency or cryptocurrency he wishes to exchange;
- Additional optional parameters provided by the currency exchange form.

The currency exchange operation may only be successfully initiated if the User transferred the required amount of fiat currency or cryptocurrency for the exchange in accordance with the parameters he stated in the form.

The exchange rates listed on <https://esr.solutions> on the date of the exchange operation shall be deemed as valid for the exchange operations performed through the platform.

Should the amount of transferred funds be insufficient, the currency exchange operation shall not be initiated until the required sum is added.

5.2. The User may, at any time, examine information on the User's Account about all transactions performed by the User on the Platform.

## 6. User's rights and obligations

### 6.1. The User shall undertake:

6.1.1. not to use the Platform for illicit conduct, including fraud and money laundering;

6.1.2. upon registration on the Platform and when using the Platform, to provide only true information;

6.1.3. to use only secure means and devices of electronic communications and data transfer.

6.1.4. to promptly, however no later than within 3 (three) Business Days, to inform ESR Exchange Solutions in writing, if the User's name, surname, e-mail address, account number or other information provided on the Platform changes;

6.1.5. in communication with ESR Exchange Solutions, exercise decency and observe universal moral standards.

6.2. By confirming the present Terms and Conditions, the User asserts that he/she/it is capable of making decisions on initiating currency exchange operations.

6.3. The User is aware of and understands that third parties, who have obtained the User's password, can access the User's Account and assume obligations on behalf of the User.

6.4. The User shall ensure that there are sufficient funds on the ESR Exchange Solutions account for exchange operations. If the funds on the ESR Exchange Solutions account are insufficient, ESR Exchange Solutions does not execute the requested currency exchange operation until the required amount of funds is present. The User may not demand any damages or compensation for non performance of the currency exchange operation due to the lack of sufficient funds.

6.5 Any User initiating any operation with cryptocurrency confirms that in accordance with the applicable laws of the jurisdiction of his residency or citizenship, he is able to initiate such operations. Should it be proven otherwise the User agrees to not hold ESR Exchange Solutions or any of its partners, affiliates or employees responsible for any damages he may suffer.

6.6 The User shall be personally liable for any tax obligations that may appear from his actions on the ESR Exchange Solutions Platform and he shall not hold ESR Exchange Solutions responsible for payment of any taxes that arise due to his actions.

## 7. ESR Exchange Solutions 's rights and obligations

7.1. ESR Exchange Solutions shall maintain the Platform operation for the use by the registered Users and shall do all in its power to maintain the Platform stable.

7.2 ESR Exchange Solutions bears no obligations for any taxes that the User may be obligated to pay following his actions on the Platform.

## 8. Payment for services of the Platform

8.1. The User shall pay to ESR Exchange Solutions a Service Fee for the services provided by ESR Exchange Solutions pursuant to the Fees that are made available at

<https://esr.solutions>.

8.2. ESR Exchange Solutions shall withdraw the Service Fee from the User's funds on the ESR Exchange Solutions account without additionally coordinating it with the User.

8.3. The payment obligation shall be fulfilled at the moment when the payment amount is transferred into the account of the payment recipient.

## 9. Liability

9.1. The User shall be held liable for all losses incurred as a result of unauthorized conduct, if the User has acted illicitly or has intentionally (on purpose) or due to gross negligence failed to fulfill the requirements prescribed in these Terms and Conditions.

9.2. The User shall assume liability for all losses, assumed commitments, or other activities carried out on the User's Account until ESR Exchange Solutions has been warned about situations stipulated in these Terms and Conditions and when ESR Exchange Solutions has had a sufficient time to block access to the User's Account.

9.3. If, as a result from illicit activity of ESR Exchange Solutions, the User suffers losses, ESR Exchange Solutions shall reimburse all direct losses inflicted upon the User. The extent of damages is restricted with the amount of User's funds present in the ESR Exchange Solutions account at the time when the losses were incurred.

9.4. ESR Exchange Solutions shall be fully released from liability towards the User for any losses that the User has or might suffer as a result of using the Platform or initiating currency exchange operations, including:

9.4.1. if the User fails to uphold his obligations under the currency exchange;

9.4.2. if the User has failed to observe the provisions of these Terms and Conditions;

9.4.3. as a result of illicit conduct of third parties until the moment when the User's Account is blocked pursuant to procedures established the present Terms and Conditions;

9.4.4. due to interrupted communications and other interruptions or obstacles that are not dependent on ESR Exchange Solutions;

9.4.5. if, pursuant to the Agreement, the User's access to the User's Account has been blocked;

9.4.6. due to the User's illicit conduct;

9.4.7 due to the specifics of the legal regulation of the User's home jurisdiction regarding cryptocurrency turnover or taxation.

9.7.8 Any disputes that arise from this agreement or from operations through the ESR Exchange Solutions platform the Parties shall resolve by negotiations.

Should the Parties fail to reach an agreement they shall turn to Harju County court for the dispute to be resolved in accordance with the applicable legislation of the Republic of Estonia.

## 10. User's personal data

10.1. ESR Exchange Solutions is entitled to process all User's personal data received from

the User in accordance with the Privacy Policy available for review at <https://esr.solutions> and the applicable legislation of Estonia. By entering into the present agreement, the User also accepts the provisions of the Privacy Policy.

10.2. The purpose of processing the User's personal data is keeping User records, offering, rendering and maintaining services, financial and statistical analysis, exercising and protection of the rights of ESR Exchange Solutions and/or User arising from the Agreement.

## 11. Termination of the Agreement

11.1. ESR Exchange Solutions is entitled to restrict the User's right to use the Platform and/or terminate the Agreement and delete the User's Account without a warning, if:

11.1.1. the User breaches the present Terms and Conditions or otherwise illicitly uses the Platform

11.1.2. the User has provided false or misleading information or counterfeit documents;

11.1.3. if ESR Exchange Solutions suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the User or the User's Account.

11.2. ESR Exchange Solutions has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the User's e-mail at least 10 (ten) Business Days in advance.

## 12. Conduct in case of ESR Exchange Solutions insolvency

12.1. In case ESR Exchange Solutions becomes insolvent, the conclusion of new currency exchange operation on the Platform shall be immediately terminated. All funds deposited into the ESR Exchange Solutions account shall be returned to the User.

12.2. In case ESR Exchange Solutions becomes insolvent, Users shall be given complete information from the database of the Platform about the transactions concluded on the Platform.

## 13. Other Terms and Conditions

13.1. All transactions on the Platform are executed in fiat currencies set in section 4.2 and cryptocurrencies set in section 4.3 of this agreement.

13.2. To develop and improve the services offered on the Platform, ESR Exchange Solutions is entitled to introduce unilateral amendments to the present Terms and Conditions. ESR Exchange Solutions shall publish a proposal for amendments of Terms and Conditions in the version of Terms and Conditions as sent to the User's indicated e-mail on the Platform and shall send it to the User's indicated e-mail address. If the User continues to use the Platform it is considered as acceptance of the amended Terms and Conditions.

13.3 ESR Exchange Solutions is entitled to unilaterally amend the price of its fees and commissions at any time, including to determine new commission fees and at the unilateral discretion of ESR Exchange Solutions .

13.4. The Parties shall undertake not to divulge such information to any third parties, which

derives from the present Agreement, except as prescribed in the laws of the Republic of Estonia and in cases established in the Agreement.

13.5. The laws and regulations of the Republic of Estonia shall govern the legal relations arising from the present Agreement.

13.6. The present Terms and Conditions are binding until the moment, when the User's Account is deleted and all commitments of the User originating currency exchange operations, have been fully met.

13.7. The Agreement is drawn up in English language.