

User Agreement

This User Agreement is an electronic agreement between an individual who acts on their own behalf and self-interest (hereinafter referred as the User) and Kaurifinance OU, a company registered and operating in accordance with the legislation of Estonia, registration number 14559136, registered at the address: Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 25, 10145 (hereinafter referred to as Kaurifinance, the Service), in relation to the User's use of the Website as well as all the services, products and content provided by Kaurifinance OU.

This User Agreement is a standard form contract (formal offer). Activation of a personal account at https://kauri.finance is a confirmation that the User has read the terms and conditions of this User Agreement and fully accepts them with possible subsequent amendments and additions hereto. The User confirms their full acceptance of this formal offer by the following:

- Familiarization with the terms and conditions of the User Agreement and all annexes hereto;
- Entering valid and up-to-date information including a username, e-mail address, date of birth, city, country into the registration form located in the "registration" tab at https://kauri.finance;
- Clicking the "Send form" button after filling out the registration form.

The registration process is considered complete and the terms and conditions of this User Agreement become binding for the registered User after the User clicks the "Send form" button and a message indicating successful registration pops up.

The Kaurifinance OU Service can only be used by a User who has completed all the necessary steps required for registration on the Kaurifinance Service and has been verified according to the "Know Your Client" policy.

Attention: if you do not agree with the terms and conditions of this User Agreement, please do not register at https://kauri.finance and do not use its services.

Kaurifinace OU and an individual who acts on their own behalf and self-interest while using the Website located on the Internet at https://kauri.finance have entered into this User Agreement as follows.

1. Terms and Definitions

- 1.1. Kaurifinance a semi-automated web service located on the Internet at https://kauri.finance
 and offering its services by means of a special software interface for all Users (hereinafter referred to as the Service).
- 1.2. User any individual who agrees with all the terms and conditions offered by the Service and accepts this Agreement.
- 1.3. Electronic Units (digital currency) accounting units of the corresponding electronic payment systems denoting a certain scope of rights to claim or other rights arising from agreements between the electronic payment systems and their users.



- 1.4. Electronic Payment System (payment system) a software and hardware product developed by a third party and constituting a system for accounting of electronic units as well as for processing payments between its Users.
- 1.5. Payment transfer of electronic units from the payer to the recipient.
- 1.6. Application information submitted by the User in electronic form through the Service indicating their intentions to use the Service on the terms and conditions offered by the Service and specified in the application itself.

2. General Provisions

- 2.1. This Agreement regulates the relationship between the User and the Service regarding the services provided by the Service to the User and supersedes all previous agreements between the Service and the User.
- 2.2. This Agreement does not supersede the current legislation of the countries of registration and location of the Service and the User as well as the contractual relationship between the User and the Electronic Payment System (systems).
- 2.3. According to this User Agreement, the Service shall provide the User with the following services:
- 2.3.1. the opportunity to purchase Electronic Units provided by the Electronic Payment Systems in accordance with the current legislation of the countries of registration of the User and the Electronic Payment System;
- 2.3.2. the possibility to reflect aggregate information in the User's account on Electronic Units
 purchased by the User from the Electronic Payment Systems when using the Service as well as
 information on transactions with these Electronic Units performed when using the Service;
- 2.3.3. the possibility to exchange Electronic Units for other Electronic Units or their monetary equivalent with other Users of the Service. Such an exchange is made in accordance with the current legislation of the countries of registration of such Users.
- 2.4. The Service in no event shall do the following:
 - processing and storing card data of its Users;
 - debiting and crediting funds to accounts of its Users;
 - storing, debiting and crediting Electronic units between accounts/electronic wallets of its Users.
- 2.5. This Agreement is considered to be accepted as a public offer accepted by the User when submitting their Application, which is an integral part hereof.
- 2.5.1. Information on the nature and terms of the Application displayed by the Service is considered to be a public offer.



- 2.5.2. A public offer is considered to be accepted when the User submits the Application confirming their intention to perform a transaction with the Service under the terms and conditions offered by the Service prior to the User's filling in of such Application.
- 2.5.3. The date and time of acceptance as well as the nature and terms of the Application are recorded by the Service automatically and simultaneously with the submitting of such Application.
- 2.5.4. The User has 40 minutes from the moment the Application is submitted to accept the offer and perform a transaction using the Service and under the terms and conditions indicated in their Application.
- 2.6. This Agreement comes into full legal force from the moment the User's registration is completed and applies to all Applications generated by the User when using the Service.
- 2.7. This Agreement is terminated from the moment the User's account is deleted from https://kauri.finance.
- 2.8. The Application is considered completed from the moment the User receives Electronic Units to the details specified by the User and in the amount indicated in the User's Application, or from the moment of cancellation of such Application.
- 2.9. The Parties confirm that the electronic form of this User Agreement has equal legal force with an agreement concluded in writing.
- 2.10. The Service reserves the right to unilaterally amend this Agreement without notifying the User subject to posting the current version of the Agreement on this webpage.
- 2.11. The Service is not liable for transactions with Electronic Units performed using the profile
 and the personal account of the User if such profile/personal account was accessed using the
 User's login/password
- 2.12. In accordance with terms and conditions set in this User Agreement, the Company can collect some essential users data and all this procedure shall be done in strict conformance with relevant legislation and in a manner prescribed in the <u>Confidentiality and Personal Data Protection Policy</u>, and <u>Privacy Statement</u>.

3. Subject of the Agreement

- 3.1. By using the technical means of the Service and submitting an Application, the User instructs, and the Service agrees for a remuneration to search for an individual or individuals among the users of the Service who wish to purchase Electronic Units offered by the User for a monetary equivalent in the amount not lower than that indicated in the Application submitted by the User, as well as to ensure the Electronic Payment System transfers the cash equivalent in the amount indicated in the Application to the details specified by the User.
- 3.2. Any positive difference resulting from the transactions described in clause 3.1 hereof is considered additional benefit and shall be transferred to the Service as a bonus payment for the services on a commission basis.



4. Terms of Service

- 4.1. Processing of the User Applications is carried out by the Service in strict accordance with the Privacy Policy as well as the Anti-money laundering and countering terrorism financing policy.
- 4.2. Ordering the services of the Service, managing the transaction process and obtaining information on the progress of a particular transaction are carried out solely by using the corresponding user interface provided by the Service.
- 4.3. Informational reflection of transactions with Electronic Units (including in the User's account)
 is carried out by the Service in accordance with the regulations, rules and format of the relevant
 Electronic Payment Systems.
- 4.4. Any completed transaction carried out by the Service at the User's request is considered irrevocable, i.e. it cannot be canceled by the User after its completion once the User receives the due under the previously accepted terms and conditions of the transaction.
- 4.5. In case of non-receipt of Electronic Units from the User to the details provided by the Service within one hour from the moment the User accepts the transaction, the agreement under the conditions specified in the Application is considered to be unilaterally terminated by the Service without notifying the User.
- 4.5.1. In case the Agreement is terminated, Electronic Units received after the above period are subject to return to the sender's details within the next 24 hours. When making a return, all fee and commission expenses for the transfer of Electronic Units are withdrawn from the funds received from the User. The Service is not liable for any possible delays in the return if such delays occurred through no fault of the Service.
- 4.6. In case the amount of Electronic Units received from the User differs from that specified in the Application, the Service shall consider this as an instruction of the User to recalculate the Application in accordance with the actually received Electronic Units.
- 4.6.1. In case the amount of Electronic Units received from the User differs from that specified in the Application by more than 10%, the Service may unilaterally terminate the agreement, refuse to process the transaction and return such Electronic Units to the sender's details within the next 24 hours. When making a return, all fee and commission expenses for the transfer of Electronic Units are withdrawn from the funds received from the User. The Service is not liable for any possible delays in the return if such delays occurred through no fault of the Service.
- 4.7. If the cash equivalent is not sent to the details specified by the User within 24 hours from the
 date of receipt of their application, the User may demand termination of the Agreement by canceling their Application and returning such Electronic Units in full upon condition that the Service
 does not have any reasons to block Electronic Units received according to the User's Application.
- 4.7.1. The request to cancel the Application shall be fulfilled by the Service only if the cash
 equivalent has not already been sent to the details specified by the User prior to receiving such
 request.



- 4.7.2. In case the Application is cancelled, the Service shall return all Electronic Units to the sender's details within 24 hours from the receipt of such cancellation request. The Service is not liable for any possible delays in the return if such delays occurred through no fault of the Service.
- 4.8. The Service has the right to engage third-party contractors who have the necessary licenses and certificates. The Service is fully liable to the User for the actions of such third-party contractors.
- 4.9. The Service has the right to cancel the transaction which is currently being processed and return Electronic Units and/or financial assets to the User with reimbursement of the fees imposed by the Electronic Payment Systems and without explaining the reasons.
- 4.10. The Service has the right to refuse to provide further service to the User if the User violates any of the clauses of this Agreement.
- 4.10.1. In case the Service refuses to render further services to the User, the Service shall notify
 the User of its decision via e-mail or a phone call subsequently freezing the User's account and
 all current User Applications. Further, the Service returns Electronic Units received under the
 User's Application to the sender's details within 24 hours from the moment of such refusal. When
 making a return, all fee and commission expenses for the transfer of Electronic Units are withdrawn from the funds received from the User. The Service is not liable for any possible delays in
 the return if such delays occurred through no fault of the Service.
- 4.10.2. All subsequent Applications filed by the User after the Service refuses to render any further services shall be automatically frozen. Accounts associated with these Applications shall be blocked.
- 4.11. The Service does not render services, does not accept Applications and does not allow activation of personal accounts for individuals under the legal age of majority in accordance with the laws of the country of their residence.
- 4.12. The Service does not render services, does not accept Applications and does not allow activation of personal accounts for citizens and residents of the United States including citizens with dual or more citizenship as well as citizens of all US-controlled territories. Any attempt to circumvent this restriction may have serious legal consequences for the violator.