

TERMS OF SERVICE
LAST UPDATED: 03.09.2023

THESE TERMS OF SERVICE (THE “TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN CLIENT’S USE OF THE SERVICE. BY ACCESSING OR USING THE SERVICE, CLIENT IS ACCEPTING THESE TERMS, AND CLIENT REPRESENTS AND WARRANTS THAT CLIENT HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS, CLIENT MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF CLIENT IS NOT AT LEAST 18 YEARS OLD OR HAVE A VALID CONSENT FROM PARENT OR LEGAL GUARDIAN TO BE BOUND BY THESE TERMS. TO THE EXTENT THAT A PARENT OR A LEGAL GUARDIAN GIVES CONSENT TO A MINOR TO ENTER INTO THESE TERMS, SUCH PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS AND SHALL BE RESPONSIBLE FOR THE MINOR’S COMPLIANCE WITH THESE TERMS. IF CLIENT DOES NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, CLIENT SHALL NOT ACCESS AND/OR USE THE SERVICE.

The Company reserves the right, in its sole discretion, to revise or modify these Terms of Service, Privacy Policy including any other rules related to specific Service, that the Company may publish which apply to Client’s use of those specific Service and state they are part of these Terms of Service (individually and collectively shall be referred to herein as “**Terms and Conditions**”), at any time by posting the amended Terms and Conditions on or within the Service. The Client is responsible for viewing the Terms and Conditions periodically. The Client’s continued use of the Service after a change or modification of these Terms and Conditions has been made will constitute the Client’s acceptance of the revised Terms and Conditions.

PLEASE NOTE SOME OF THE PROVISIONS OF THE TERMS OF SERVICE COULD BE ALSO ELABORATED WITHIN THE WEBSITE AND ACCOUNT.

1. PREAMBULE

This document, hereinafter referred to as the "Terms and Conditions," outlines the fundamental provisions governing the operation of the service and engagement within this service.

These Terms and Conditions represent the official public offer made by the Company to eligible parties, enabling them to access and utilize the System and its Services.

For any matters not explicitly covered in these Terms and Conditions, the Administrator retains the authority to establish regulations based on its Internal Policies, with details regarding these policies available on the website. Acceptance of these Terms and Conditions implies the Customer's agreement to abide by all provisions in both the Terms and Conditions and Internal Policies.

Unless otherwise specified by the context, words indicating gender shall be construed to encompass all genders.

DEFINITION OF TERMS

“**Account**” means a set of information, transactions, and profile settings that constitute the Client’s personal profile, allowing to make Transfer Orders, monitor transactions and communicate with the Company.

“**Authorization**” shall mean the process of authenticating a Client by its Login and Password.

“**Commission Fee**” means a fee that the Company applies for the provided Services, and which is provided for in the pricelist as specified in these Terms.

“**Confidential Information**” means any information which is marked as “Confidential” or “Proprietary” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer lists, technical specifications, transaction data and client data shall be deemed confidential.

“Login” shall mean a Client’s email address.

“Parties” means the Client and the Company.

“Password” shall mean an alphanumeric combination specified by a Client during the Registration used together with Login to access the Account.

“Registration” shall mean the result of entering Login and Password on the Website, after which a Client accepts the Terms and Conditions and can be identified on the Website.

“Transfer” means an operation initiated by the Client for the deposit / transfer / withdrawal of Virtual Items, for ordering and using a Virtual Card and/or other operations provided for these Terms and Conditions.

“Terms and Conditions, Agreement” means these Terms, Privacy Policy, Cookies Policy, KYC Policy and other related documents both individually and together.

“Transfer Order” means an instruction given by the Client to us to execute the Transfer.

“Unverified Account” shall mean an Account of the registered Client whose identity was not verified. The Services within the Unverified Account are provided with the limitations specified in these Terms and Conditions.

“Verification” shall mean a procedure of entering data by a Client and its confirmation, by filling-out an online questionnaire and attaching supporting documents, in compliance in accordance with the requirements of Terms and Conditions.

“Verified Account” shall mean the status of a registered Client’s Account who has entered his/her data and confirmed it, after having completed the Verification in accordance with the Terms and Conditions.

“Virtual Card” shall mean a virtual card, which is prepaid in the Virtual Items denomination amounts, and which may be used for transactions with any person registered or not registered on the Website. By issuing a Virtual Card, the Parties understand the Company's issuance of a loan to the Client secured by Virtual Items.

“Virtual Items” means a digital asset which the Client may receive in exchange of s only and having a value denominated in any of the supported currencies and accounted in the Client’s Wallet.

“Wallet” shall mean the part of the Account which can be replenished by s only and which reflects

the balance of the Virtual Items received in exchange of s and owned by the Client in one of the chosen currencies. One Account can have multiple Wallets in different currencies. Type of Wallet shall mean a Wallet in one of the available currencies.

“Website” shall mean <https://fulcrum-x.net>

FOR THE AVOIDANCE OF DOUBT, HEREINAFTER ANY REFERENCES TO THE DENOMINATION IN CURRENCY ARE MADE FOR EASE OF REFERENCE AND EVALUATION OF VIRTUAL ITEMS. THE COMPANY OPERATES ONLY IN RELATION TO DIGITAL ASSETS AND IN ANY CASE NOTHING IN THESE TERMS AND CONDITIONS SHOULD BE CONSIDERED THAT THE COMPANY OPERATES WITH FIAT MONEY.

1. REGISTRATION

1.1. The Client may start to use the Services after completing the registration of the Account by providing certain information as prompted by the account registration form, in particular:

Login (Client's email address);

Password;

Contact information (Telegram link, Skype link and etc.).

1.2. The Company is entitled both to act on behalf of third parties and partially or fully transfer the performance of its obligation to third persons, provided that it arises from the essence of the obligation or is more expedient for the purpose of providing Services, considering the circumstances and depending on the Client's place of residence or their seat and/or for any other reason at the discretion of the Company.

1.3. When the Client completes Registration, the Client creates the Account. Account may also include other information the Client provides to the Company for the replenishment of the virtual Wallet.

1.4. The Company has the right to refuse to open the Account without giving any explanation (freedom of contract right) and has the right to limit the rights or fully block account of certain groups of Clients in terms of specific rights, including limiting access and/or usage rights with respect to certain parts of the Services.

2. ACCOUNT

2.1. After registering the Account, the Client has an opportunity to replenish the Wallet, make transactions and use other functionalities offered by the Company. The Client may open separate Wallets for Virtual Items denominated in different currencies.

2.2. Transfer Orders may be given to the Company any time after the replenishment of the virtual Wallet and shall be fulfilled by the Company within the reasonable period, provided that the Client filled in the email address of the payee and the amount of Virtual Items to be transferred. Exchange rates are placed on the Website.

2.3. The Client agrees that all Transfer Orders initiated and confirmed by the Client shall be finite and irrevocable. If the company suspects or identifies a transaction as fictitious or fraudulent, it has the right to decline or block the transaction. This is done to protect the integrity of the platform or system, prevent fraudulent activities, and comply with legal and regulatory requirements. It is important for customers to adhere to the platform's terms and conditions and engage in lawful and honest transactions to maintain their access and trust on the platform.

- 2.4. If Company detects suspicious activities related to fictitious transfers, the company reserves the right to suspend or permanently block the Customer's account without prior notice. **Fictitious transfers** refer to transactions that are of a false, fraudulent, or misleading nature and may violate this agreement.
- 2.5. The Client to whose name the Account has been registered shall be responsible for the rights and obligations related to the Account. Among other things, the Client shall be a party of the transactions made through the Account.
- 2.6. The Account shall reflect:
 - 2.6.1. Client's personal data;
 - 2.6.2. Wallets opened by the Client and the amount of Virtual Items disposed on these Accounts and Virtual Card;
 - 2.6.3. Information about transactions, which were made using the Account, Wallets and Virtual Card;
 - 2.6.4. Other information at the Company's discretion.
- 2.7. The Client may not reveal, share or otherwise allow others to use Login, Password or Account. The Client is responsible for the confidentiality of Login and Password and for the security of Client's computer system (any devices used to enter the Account). The Company is not responsible for the use of Client's Password and Login or for all of the communication and activity that results from use of Client's Password and Login by the Client or by any person to whom the Client may have intentionally or by negligence disclosed Login and/or Password in violation of this confidentiality provision. The Company is also not responsible for the use of Account by a person who fraudulently used Login and Password without Client's permission. If the Client believes that the confidentiality of Login and/or Password may have been compromised, the Client shall change them immediately or notify the Company without any delay.
- 2.8. In the event of a violation of the terms and conditions or any agreements between the client and the company, the company reserves the right to initiate withdrawals from any client's accounts. This action may be taken to rectify the breach, recover losses incurred due to the violation, or as otherwise deemed necessary by the company. We emphasize the importance of clients adhering to the terms and agreements established with the company to avoid any potential actions under this provision. All such withdrawals will be carried out in accordance with applicable laws and regulations, and the company will exercise this right prudently and transparently. In the event of debt settlement not occurring within a 3-hour window, a penalty of up to 100% of the total outstanding debt shall be levied in favor of Law Department. Subsequent to this grace period, our legal department will initiate proceedings, and the account is subject to permanent suspension without any possibility of fund restitution.

- 2.9. The Client may use an Unverified Account with the limitations specified in these Terms and Conditions or upgrade to the Verified Account by the means of Verification by providing necessary additional information and documents set out in the Annex#1 to these Terms and Conditions (Know Your Client Policy). If documents are in a foreign language, the Company may require that the documents be translated into the language understandable for the Company. The Company may require that the translation must be notarized or certified by a sworn translator. The Client shall bear the costs concerning the formalization, translation, certification of the documents and other related costs and they don't subject to reimbursement by the Company.
- 2.10. The Company may block the Account or refuse to fulfill the Transfer Order, depending on the degree of risk of the Client's activities and/or transactions, if:
- the Company suspects that the Virtual Items on Client's Account/Wallet/Virtual Card may be used to commit the money laundering, terrorism financing or other crime or have been received from criminal activity already committed.
- 2.10.1. the Client fails to fulfill the obligations under these Terms and Conditions;
 - 2.10.2. the Company is obliged to do so by the legal acts;
 - 2.10.3. Transfers are made in breach of these Terms and Conditions and security requirements of Client's account;
 - 2.10.4. Transfers are suspicious, unauthorized or fraudulent;
 - 2.10.5. the Company suspects that corresponding transaction, the Client or connected person is related to the territory, area of activity, the Service or a person subject to sanctions or other national transaction limits;
 - 2.10.6. in other cases at Company's discretion if Company believes that it is necessary or advisable in order to protect the Account and/or the Company's business interests/activity;
 - 2.10.7. In accordance with the individual terms of the card

3. SCOPE OF SERVICES

- 3.1. The Company ensures the provision of the following Services to Clients via authorized third parties (as specified in these Terms and Conditions):
- 3.2.1 replenish of Wallet with currency that is to be exchanged to the Virtual Items at the exchange rate placed on the Website and updated regularly. When replenishing the Wallet, the estimated value is assigned, which is used later for the purpose of calculating the number of s to be refunded upon withdrawal the Virtual Items as specified in clause 3.1.6.;

- 3.1.2 conversion of the Virtual Items denominated in one currency to the Virtual Items denominated in other currency at the exchange rate placed on the Website and in this way change the Virtual Items' amount in the Wallet;
 - 3.1.3 transfer of the amount of Virtual Items indicated by the Client to the third party also registered on the Website;
 - 3.1.4 withdrawal of Virtual Items from the Wallet of the Client and crediting them to the Wallet of a third party registered on the Website upon the request of such third party registered on the Website and upon Client's confirmation of such withdrawal in execution of the Client's obligations to such third party;
 - 3.1.5 issuance of the Virtual Card upon the payment of the applicable Commission Fee and issuance of a security bond in the form of a pledge of Virtual Items in order to obtain a loan from the Company to be credited to the Virtual Card;
 - 3.1.6 Withdrawal of the Virtual Items from the Wallet. The currency to be credited to the Client shall be calculated in accordance with the exchange rate specified on the website at the time of the transfer.
- 3.2. The Parties agree and understand that the fact of denomination of Virtual Items into different currencies is made for determining the number of Virtual Items to be deposited in the Wallet in the exchange of currency and the amount to be withdrawn and returned as currency, and does not in any case mean making with fiat money.
- 3.3. Obligations of the Company hereunder shall be limited to rendering the Services related to execution of Client's Transfer Orders. The Company is not a party of any transaction concluded between the Client and third parties registered on the Website, and accordingly:
- shall not regulate and supervise compliance of the transaction with the requirements of the law and of other legal acts;
 - shall not consider claims of the Client concerning non-fulfillment (undue fulfillment) of orders by recipients and their obligations under the transaction;
 - shall not bear any responsibility under any disputable issues arising between Clients.

4. LIMITS AND REFUSALS OF TRANSFERS

- 4.1. To execute the Transfer Orders made through the Virtual Card the Client shall comply with the requirements imposed on the Client by the third party which could be provided additionally by the Company and/or third party.
- 4.2. The Company shall be entitled to dismiss a Transfer Order in case the Client has not confirmed it by entering the confirmation code sent to the Client's email address, Telegram account or if the balance of the Wallet is not sufficient to execute the Transfer Order.

- 4.3. The Company reserves the right to decline the execution of transfer orders if there is suspicion of involvement in fraudulent or unauthorized activities. This action is taken to provide protection against potential risks to both your assets and our platform.
- 4.4. With the objective of effective risk management, The Company reserves the right to decline the execution of transfer orders that are determined to pose an escalated risk to our platform, customers, or partners.
- 4.5. If the Company refuses to execute the Transfer Order, the Company will do its best to indicate the reason and explain what needs to be done to correct the errors that prevented the Transfer Order from being executed, unless it would be impossible to do so or it would contradict legal requirements.

5. COMMISSION FEE AND EXCHANGE RATES

- 5.1. When it comes to the fees for our services, you can find all the details in the Commission List on our website. We have the flexibility to change these fees, whether it's an increase, decrease, or introducing new ones, and we'll do this on our own.
- 5.2. We'll express the fees for our services in US dollars, unless we specifically mention otherwise. And remember, these fees don't include any applicable taxes (like VAT).
- 5.3. If there are any taxes or additional charges that need to be added to your payment, we'll take care of that. We'll also give you a breakdown so you can see the total amount along with the Commission Fee.
- 5.4. If you're dealing with Virtual Items, you can always check out their exchange rates on our website. These rates are constantly being updated, so you'll have the most accurate information when you're making a transfer.

6. GRADES

Maintenance of Grade:

- 6.1. The Client acknowledges and agrees that to uphold their current grade level, herein referred to as the "Grade" it is imperative that their monthly transactional activity aligns with the criteria established for "Grade" as defined by the Company. Any deviation from meeting this condition shall result in an automatic downgrade to the level which monthly transactional activity aligns to designated by the Company.

Company's Discretion:

- 6.2. The Company explicitly reserves the unequivocal right to exercise its sole discretion in making determinations concerning the Client's Grade. This includes, but is not limited to, the right to

initiate a downgrade or nullification of the Client's Grade in the event of any perceived or actual violation of the provisions set forth herein or any other terms and conditions governing the Client's participation in the program.

Client's Responsibility:

- 6.3. The Client assumes full responsibility for comprehending and adhering to the criteria outlined for the Black Level and all other relevant terms and conditions specified by the Company. Failure to do so shall result in the Client being subject to the consequences detailed in these provisions.
- 6.4. To learn more about the grades, please visit company's site in section: "Grades"

7. PERSONAL DATA

The Company proceeds personal data provided by the Clients for the provision of Services, including IP addresses, parameters of the browser, and other data necessary for preventing unauthorized access to the account by third parties. All questions of data flow, processing, use and storage are reflected in the Privacy Policy which is available on the Website as a separate document: <https://fulcrum-x.net/privacy.pdf>.

8. LIABILITY

- 8.1. In the event of failure to comply and/or improper fulfillment of the obligations under these Terms and Conditions, the Parties shall be responsible in accordance with the provisions of these Terms and Conditions and the applicable laws.
- 8.2. The Company shall not bear liability for the Services provided or information forwarded by third parties in the course of Wallet use, issuance of payment instruments (cards), Virtual Items execution of payment transactions and etc. Any such relationships are regulated by the applicable agreements between the Client and such third parties.
- 8.3. The Client shall be responsible for all transactions accounted for in the Wallet and any transactions with the use of issued Virtual Cards.
- 8.4. The Client shall take full responsibility to get acknowledged with the current legislation of the Client's residence, regulating the Account opening, Virtual Items transactions, Virtual Card issuance and other Services provided herein. The Company shall not be liable for any breach of the national laws by the Client. The Client shall repay to the Company the damages incurred as a result of any Client's violations of the applicable laws when using the Services.
- 8.5. The Client shall reimburse the Company's losses and pay compensations to the Company as

well as indemnify the Company, his affiliates, cooperation partners and subcontractors against any claims or damages, costs or expenses (including expenses for legal support, penalties or forfeits) resulting from (a) violation by the Client of these Terms and Conditions; (b) violation of applicable laws and regulations.

- 8.6. Any modifications or revisions to this present User Agreement, posted on the official website of fulcrum-x.net, shall come into effect immediately upon their publication.
- 8.7. The User undertakes the obligation to periodically review this User Agreement for updates. The continued utilization of fulcrum-x.net's products or services following the publication of changes signifies full acceptance and adoption of the new terms and conditions.
- 8.8. fulcrum-x.net shall not bear responsibility for directly notifying each User of such changes. Consequently, it is imperative for Users to routinely inspect the Agreement for updates and alterations.
- 8.9. In the event of disagreement with any amendments to this Agreement, the User commits to discontinue the use of fulcrum-x.net's products or services.
- 8.10. The Services, along with any associated content, and the Website, are made available under the principle of 'AS IS' or 'AS AVAILABLE' without any explicit or implicit warranties. The Company renounces all warranties to the maximum extent permissible under the relevant laws. As a result, the Company shall not be held accountable for indirect repercussions incurred by the Client (such as profit loss) or damages arising from fluctuations in currency, rates, or other investment risks.
- 8.11. The Client shall duly recognize that engaging in the trading or retention of digital assets encompasses inherent substantial risk. The valuation of such assets can experience significant fluctuations, leading to the substantial probability of financial loss for the Client through the acquisition, sale, retention, or investment in digital assets. It is underscored that the services rendered by the Company operate outside the purview of oversight by financial authorities or any pertinent regulatory bodies. It is likely that these Services fall beyond the jurisdictional domain applicable to the Client, consequently rendering their digital assets devoid of coverage under any governmental compensation scheme. In light of these circumstances, the Client is admonished to judiciously deliberate whether engaging in transactions involving or retaining digital assets aligns suitably with the Client's prevailing financial circumstances.
- 8.12. The Company shall in no case be liable for any actions and omissions of third parties involved in the provision of Services, including Virtual Items exchange, Virtual Card issue and other Services.

9. INTELLECTUAL PROPERTY

- 9.1. All materials, including but not limited to software, design, graphics, text, logos, images, and audio-visual materials provided through our product/service, are the intellectual property of

Company or our partners.

- 9.2. All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secret rights, in relation to our materials are protected by intellectual property laws and international agreements.
- 9.3. Users of our product/service agree not to copy, distribute, modify, create derivative works, reproduce, or interfere with the intellectual property associated with our product/service without prior written permission from Company.
- 9.4. Any use of our product/service or its components that violates intellectual property rights may result in legal consequences, including lawsuits and claims for damages.
- 9.5. If you believe that any material posted in our product/service violates your intellectual property rights, please contact our legal department at mina@maxil.org with a detailed description of the infringement.
- 9.6. You are prohibited from reproducing, distributing, publishing, transmitting, modifying, or creating derivative works based on the materials provided through our product/service without explicit written permission from Company

10. CONFIDENTIALITY

- 10.1. Parties shall not disclose Confidential Information to any third party. The Company guarantees and ensures confidentiality of the information on the Client and operations executed by it. This information will be used only to the extent necessary to achieve the purposes of these Terms and Conditions.
- 10.2. If disclosure of Confidential Information is required according to the applicable law, such disclosure shall not be considered a violation of these Terms and Conditions.
- 10.3. The Parties may disclose Confidential Information to the natural or legal person solely as necessary and limited to the purpose of execution of these Terms and Conditions, provided that such natural or legal person shall abide the same confidentiality provisions.
- 10.4. The Company guarantees and ensures the confidentiality of information about the Client and the transactions performed by them. All information transmitted during transactions from the Client to the Company's servers is sent through a secure encrypted channel.
- 10.5. While providing services to the Client, the Company may collect and store information about the Client, such as IP address, browser parameters, and other data necessary to prevent unauthorized access to the account by third parties.
- 10.6. Disclosure of information about the Client and their Transactions is only possible upon the request of authorized state authorities, payment system representatives, or by court order.
- 10.7. The Company will not store the Client's password in plain text form. No employee of the Company is authorized to request the Client's password.

11. COMMUNICATION BETWEEN THE PARTIES

- 11.1. At Registering or after the Client shall be obliged to provide the Company with trustworthy information for communication with the Client. The Client shall be responsible for keeping the specified data updated at all times. Upon submitting to the Company, the Client's contact information (email, additional email, telephone number and information about suitable messengers) the Client agrees to receive information via above-mentioned channels.
- 11.2. The Company may communicate with the Client via any means of communication provided, suitable messengers and Website's interface. Any information the Company sends to the Client through the above channels shall be considered valid and properly provided.
- 11.3. The Client may chat the Company via the interface of Website, send the email to the Company on the contact addresses provided on the Website or may send via messengers using the contact information also presented on the Website. Any answers send to the Client through the same channels as the Clients' question shall be considered valid and properly provided.
- 11.4. The answers are to be considered during the Company's business hours and answers shall be given within the reasonable time from the moment of message/email receipt, provided that such message/email was sent from the Account/email/telephone number registered on the Websit
- 11.5. Any communication between the Client and the Company and answers given/information sent to the Client shall not constitute investment consultations, or advice, an offer or recommendation to conduct a transaction.

12. TERM AND TERMINATION

- 12.1. These Terms and Conditions shall be in effect for an indefinite period of time until terminated in accordance with the provisions stated below.
- 12.2. The Company shall have the right to limit or cancel the Client's right to use the Services and close the Account with withdrawing all funds, cancel relevant transactions, request refunds, and take any other necessary actions to ensure the fulfillment of the client's obligations and to compensate for any incurred losses, as well as to terminate these Terms and Conditions at any time without advance notice if it appears that:
 - 12.2.1 the Client violates or has violated these Term and Conditions or any other Client's obligations;
 - 12.2.2 the Client has submitted to the Company data and/or information that is incorrect, misleading and/or inaccurate;
 - 12.2.3 the Client behaves upon using the Services in bad faith, without dignity, illegally or in contradiction with the moral standards recognized in the society;

- 12.2.4 the Company has discovered a circumstance based on which there may be a suspicion that third parties have gained possession of the data and devices allowing logging into the Account and the Account could be used by an unauthorized person;
- 12.2.5 the Client does not accept new version of Terms and Conditions upon first logging into the Service after the new version of Terms and Conditions has been made available on the Website;
- 12.2.6 the Client, despite receiving the relevant request of the Company, does not submit documents or information that are necessary to perform the Company's due diligence obligations in accordance with the applicable law/requirements of third parties or submitted documents or information do not remove the Company's suspicion that the purpose of the business relationship or transaction may be money laundering, terrorism financing or other crime.
- 12.2.7 In case off any attempts at hacking, exploiting vulnerabilities, or other attacks aimed at compromising the account's security may result in significant losses for the user and the company. In the event of the detection of such actions or suspicions thereof, the company reserves the right to immediately and completely block the user's account without prior notice.

13. DISPUTES RESOLUTION

- 13.1. Any disputes between the Company and the Client shall be subject to resolution by way of negotiations.
- 13.2. Any complaints shall be reviewed and answered by the Company within 15 (fifteen) working days. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the Client who filed the complaint will be notified of it as well as of the term during which the complaint will be replied to.
- 13.3. If the Parties fail to reach an agreement, any court action between the Parties shall be resolved in the HKIAC (Hong Kong International Arbitration Court) in Hong Kong and in accordance with the applicable rules of the HKIAC, which has exclusive jurisdiction for resolving disputes arising under the Agreement.
- 13.4. The client hereby agrees that the statute of limitations for all disputes and claims related to this Agreement is 1 (one) calendar year from the date of the dispute or claim's occurrence.

14. AMENDMENT OF TERMS AND CONDITIONS

- 14.1. The Company has a right to unilaterally amend these Terms and Conditions by publishing the updated text on the Website. The Company may notify the Client of these Terms and Conditions' changes through posting an informational message on the Website.

14.2. The Client agrees to the changed Terms and Conditions by continuing to use the Services. If the Client does not agree with updated Terms and Conditions, the Agreement shall be terminated on the date the amendments enter into force.

15. FORCE MAJEURE

15.1. The Parties shall not be responsible for any delays in the performance or non-performance of the obligations, any expenses, including losses, and costs related to complaints by any third parties that may result from any due to any acts of God, acts of civil or military authorities, civil disturbances, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network Provider services, acts or omissions of a third party, infiltration or disruption of the services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Services (each a "Force Majeure Event"). The Party experiencing the impact of any Force Majeure Event shall notify the other Party within 10 days after the commencement of such Force Majeure Event.

16. UNCLAIMED FUNDS

16.1. Any funds that haven't been claimed will be securely held by the Administrator for a period of year from the date when your account was suspended or terminated. After this year period, you'll be considered to have given up any rights to those funds. By using our services, you agree that once this period ends, the Administrator won't have any responsibility to return those unclaimed funds to you.

17. FINAL PROVISIONS

17.1. The relations between the Company and the Client shall be governed by the laws of Hong Kong

17.2. A Client shall not transfer any rights or obligations under these Terms and Conditions to any third party.

17.3. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

17.4. These Terms and Conditions has been drafted in the English language and may be translated in other languages. Nonetheless, the English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.

Goods, Works, and Services Prohibited for Sale via the System:

1. Weapons, arms, ammunition, and defense products, including firearms, firearm replicas, or bladed weapons.
2. Controlled substances, narcotics, and plants, including marijuana/cannabis, their derivatives, or instructions for their production.
3. Prescription-only pharmaceuticals, as well as raw materials or guidelines for their production.
4. State honors or insignia.
5. Identification documents and government-issued papers, including fraudulent documents, and any material related to creating or obtaining forged identification documents or counterfeit government-issued documents.
6. Uniforms associated with government agencies.
7. Specialized items related to law enforcement and police agencies.
8. Electronic equipment prohibited for use within specific jurisdictions.
9. Tools designed for hacking and tampering with locks.
10. Information containing personal data or data suitable for illegal activities, such as spam emails.
11. Goods, works, or services that include state, banking, or trade secrets.
12. Goods, works, or services whose sale infringes upon the copyright, related rights, trademark rights, or patents of third parties.
13. Information that invades individuals' privacy, infringing on their reputation, dignity, and business standing.
14. Information exclusively transmitted virtually and not stored on any physical medium (e.g., ideas, principles, methods).
15. Archaeological artifacts.
16. Precious metals.
17. Goods or services that contravene public morality standards, including child pornography, Nazi memorabilia, escort services, prostitution, and adult content.
18. Items with removed or altered serial numbers.
19. Internet gambling services.
20. Malicious software.
21. Goods or services that directly or indirectly incite illegal actions, such as promoting hate, discrimination, violence, or terrorism.
22. Perishable goods.
23. Counterfeit products.
24. Items and equipment intended for unauthorized use or distribution of copyrighted materials, including devices to remove copyright protection.

25. Hazardous materials, including explosives, toxins, poisons, or radioactive substances.
26. Information pertaining to the production of explosive, pyrotechnic, or incendiary substances and devices.
27. Human organs and remains.
28. Goods or services devoid of practical utility.
29. Auction or trading systems services that do not involve the exchange of utilitarian goods, works, or services.
30. Financial or payment instruments lacking proper owner identification for anti-illegal trade, financial fraud, or money laundering prevention.
31. Asset management and investment services offered by unlicensed entities, along with intermediary activities involving funds transfer in contravention of these regulations.
32. Artistic and historically significant items representing a nation's cultural heritage.
33. Services involving the organization and operation of lotteries, betting, casinos, and other forms of gambling.
34. Advertising services for goods, works, and services covered in items 1-33 of this list.

EPAYNETWORK LTD.

1. KNOW YOUR CLIENT POLICY**Last Updated: 24.04.2022**

This Know Your Client Policy (KYC Policy) is aimed at the implementation of due diligence by the Company and any of its partners when selecting and verifying Clients in order to comply with legal requirements and ensure the financial security of the Company.

1. GENERAL PROVISIONS

The Company conducts the Verification to avoid the risk of being held liable and to protect itself from the Client's attempting to use the Company for carrying out illegal activities. Verification allows the Company to identify every Client that the Company deals with, to understand the legitimacy of the Client's activity and to identify and react to unusual or suspicious activity.

As part of the Verification, the Company evaluates Client's Transfer Order and/or other operations, as well as collects and stores information on the essential facts pertaining to Clients, potential Clients, and their activity.

The Company is committed to protecting Client's privacy rights and the confidentiality of their Personal Data so please also see Privacy Policy, the current version of which is available at: <https://fulcrum-x.net/privacy.pdf> - for better understanding of how the Company processes Client's Personal Data and secure Client's privacy.

2. CLIENTS VERIFICATION PROCEDURE

The Client may use an Unverified Account with the limitations specified in the Terms and Conditions or upgrade to the Verified Account by the means of Verification by providing necessary additional information and documents as specified herein.

If documents are in a foreign language, the Company may require that the documents be translated into the language understandable for the Company. The Company may require that the translation must be notarized or certified by a sworn translator. The Client shall bear the costs concerning the formalization, translation, certification of the documents and other related costs and they don't subject to reimbursement by the Company.

For the purposes of Client's Verification, the Company requests the following documents/information:

- proof of identity (passport, driver's license, national identity card);
- proof of address (tenancy agreement, utility bills, telephone bills, bank statements, etc.);

- phone number verification by receiving a code via SMS.
- other documents/information at the Company's own discretion depending on the nature of Transfer Order and/or other operations/activity.

The Company reserves the right to request to have a call with a video to make sure that the documents are provided by the passport holder or to have additional photo/video verification.

Based on the risk, and to the extent reasonable and practicable, the Company will ensure that the Company has a reasonable belief that the Company knows the true identity of Client by using Verification and documents provided by the Client. The Company will analyze the information the Company obtains to determine whether the information is sufficient to form a reasonable belief that the Company knows the true identity of the Client (e.g., whether the information is logical or contains inconsistencies). Despite any provisions, the Client confirms that he is solely responsible for the accuracy of any information provided.