

# General Terms and Conditions

Last revised on 30 June 2023

## Recital

The online multi-Cryptocurrency secure wallet and the website HolyTransaction, located at the internet address “<https://holytransaction.com/>” and all the webpages affiliated with, are the exclusive property of the company Argonaut Software LLC, a company incorporated under the laws of Georgia and having its registered office at Tbilisi, Ilia Chavchavadze avenue 60b (hereinafter “HolyTransaction”).

## Article 1. Definitions

These General Terms and Conditions (hereinafter referred to as the “General Terms and Conditions”) comprise the following terms:

- 1.1.** “Platform” means the website “<https://holytransaction.com/>”, as well as all the webpages affiliated with this website and all interactions available thereon.
- 1.2.** “HolyTransaction” refers to the company Argonaut Software LLC, a company incorporated under the laws of Georgia and having its registered office at Tbilisi, Ilia Chavchavadze avenue 60b operating as the owner and the manager of the Platform.
- 1.3.** “Use of the Platform” and “Using the Platform” mean, without any particular distinction, the connection to and browsing on the Platform, the interactions, storages, transactions and communications of all types carried out on or via the said Platform.
- 1.4.** “Services” refers, without any particular distinction, to each of the services made available and provided through the Platform, including the access to an online multi-Cryptocurrency secure wallet.
- 1.5.** “Client” refers, without any particular distinction, to any natural person who Uses the Platform.
- 1.6.** “Client Account” refers to the Client’s personal and secure space used to, in particular, store Cryptocurrency and perform secure Transaction of Cryptocurrency via the Platform as well as Cryptocurrency Swap.
- 1.7.** “Client Data” refers, without any particular distinction, to all data and information of any kind HolyTransaction may have access to, collect and store during the creation of a Client Account and the Use of the Platform and the Services by the Client.
- 1.8.** “Cryptocurrency” refers, without any particular distinction, to any digital currency, such as but not limited to Bitcoin, Litecoin, Dogecoin and so on, in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently from a central bank.
- 1.9.** “Cryptocurrency Transaction” refers, without any particular distinction, to all entering and outgoing flow



of Cryptocurrency, as well as any crypto-to-crypto Swap performed throughout the Cryptocurrency Network via the Platform.

**1.10.** “Transaction Request”, “to Request a Transaction” and “Requested Transaction” refers to any Client’s request submitted to the Cryptocurrency Network via the Platform in order to perform a Transaction or a Cryptocurrency Swap.

**1.11.** “Cryptocurrency Swap” and “to Swap” refers to any exchange and/or conversion of one particular kind of Cryptocurrency into another one, performed on the Platform upon request from the Client.

**1.12.** “Cryptocurrency Network” refers to the decentralized and online network operated by independent third-parties over which HolyTransaction has no control.

All Cryptocurrency Transactions must be confirmed in a Cryptocurrency public ledger available online via the Cryptocurrency Network.

The confirmation and the effective achievement of any Transaction implies various verifications and operations performed on the Cryptocurrency Network.

The Cryptocurrency Network is the sole responsible for the validation or the dismissal of any Transaction, including the Transaction submitted to the Cryptocurrency Network via the Platform.

**1.13.** “Funds” refers to any amount of Cryptocurrency owned by the Client and stored on the Platform.

**1.14.** “Pending Transaction” refers to the period of time during which a Transaction Request has been submitted by HolyTransaction to the Cryptocurrency Network but is still pending, i.e. unconfirmed and neither validated nor dismissed by the Cryptocurrency Network.

**1.15.** “Client’s Co-contractor” refers, without any particular distinction, to all third-parties in relation with the Client with respect to the performance of a Transaction.

**1.16.** “Support Service” refers to the Department of HolyTransaction which may provide assistance, help and support to the Client in case of technical difficulty.

**1.17.** “Feedback” refers, without any particular distinction, to any materials, questions, comments, suggestions, criticisms, ideas, plans, notes, drawings, original or creative materials or other information of any kind, regarding HolyTransaction, the Platform or the Services that are provided by any means by the Client.

**1.18.** “Content” refers to but not limited to, all content, texts, visuals, sounds, logos, trademarks, databases, information, materials, explanations and functionalities available on the Platform.

**1.19.** “Third Party Content” refers to all Content available on the Platform which is neither owned nor controlled by HolyTransaction such as, but not limited to, links leading to other websites.

The use of the singular or plural, masculine or feminine shall be of no consequence for the sense and meaning given to each of the terms defined in this article.



## **Article 2. Acceptance of the General Terms and Conditions by the Client**

The Client acknowledges and declares that he/she has become cognizant of and expressly accepts these General Terms and Conditions, without limits or reservations.

The General Terms and Conditions shall be deemed accepted by the Client without limitations or reservations each time he/she uses the Platform and signs into his/her Client Account on the Platform. Any partial acceptance, acceptance subject to reservations or limitations, of these General Terms and Conditions shall be considered null and void.

The official address of the Client, regardless of whether it is situated in Georgia, or in a third country, shall in no way affect the acceptance and application of these General Terms and Conditions without limits or reservations.

## **Article 3. Scope and amendment of the General Terms and Conditions**

These General Terms and Conditions shall apply in extenso to all Uses of the Platform, as well as to all the Services provided via the said Platform.

HolyTransaction reserves the right to amend the present General Terms and Conditions as well as any policy or guideline of the Platform, in whole or in part, at all times and at its sole discretion.

HolyTransaction undertakes to provide notice of any changes of these General Terms and Conditions by posting the revised General Terms and Conditions and changing the “Last Revised” date at the top of the General Terms and Conditions.

Any changes or modifications will be effective immediately upon posting the revised version to the Platform. These changes will apply immediately to all the current and subsequent Uses of the Platform.

The Client is therefore requested to consult the General Terms and Conditions regularly and insofar as possible prior to each Use of the Platform and waives any right to receive specific notice of changes or modifications of the General Terms and Conditions.

The Client’s continued Use of the Platform will be deemed as acceptance of changes or modifications of the General Terms and Conditions.

If the Client disagrees with the changes or modifications of the General Terms and Conditions, he/she may stop using the Platform and close his/her Client Account at any time, in accordance with Article 26 of these General Terms and Conditions.

## **Article 4. Description of Services**

HolyTransaction provides an online Platform that:

- a. generates and stores Cryptocurrency wallet addresses and private keys, and
- b. facilitates the submission of Transaction Requests to the Cryptocurrency Network without requiring the Client to personally download and install the associated Cryptocurrency Network software and freely convert them between a number of different Cryptocurrencies.

#### **Article 5. Internet access**

The Client is aware and accepts that the Use of the Platform requires an Internet connection.

The Client is also aware and accepts that the quality of the Services and the user experience on the Platform depends directly on his/her Internet connection, for which he/she is solely responsible.

#### **Article 6. Proper functioning and accessibility of the Platform**

HolyTransaction undertakes to check regularly that the Platform functions properly and is duly accessible and secure.

In this respect, HolyTransaction reserves the right to interrupt access to the Platform temporarily for maintenance purposes. In such cases, an information message will be posted on the Platform with the estimation duration of interruption.

#### **Article 7. Absence of storage or transmission of Cryptocurrency through the Platform**

Cryptocurrency is an intangible asset which only exists by virtue of the ownership record maintained in the Cryptocurrency Network.

The Platform does not store, send or receive cryptocurrencies.

Any Transfer of Cryptocurrency occurs within the Cryptocurrency Network and not within the Platform.

#### **Article 8. Eligibility and statement from the Client**

By Using the Platform, the Client represents and warrants that he has not previously been suspended or removed from the Platform.

The Client also represents and warrants that he/she is neither a resident of the United States of America nor located in, under the control of, or a national or resident of any country to which Georgia government has embargoed goods or services.

The Client represents and warrants that he will not use the Platform if the laws of his/her country prohibit him/her from doing so.

Finally, the Client represents and warrants that he will not be using this Platform for any illegal activity, including but not limited to money laundering and the financing of terrorism.

The Client undertakes to comply with the laws and regulations in force for the Use of the Platform and not to affect the rights of third parties nor the public order.

The Client also undertakes not to Use the Platform for purposes other than those for which said Platform was designed.



### **Article 9. Registration and Client Account**

In order to Use the Services, the Client must beforehand create a Client Account in accordance with the guidelines laid down on the website.

With respect to the creation of the Account, the Client agrees to:

- a. provide accurate, current and complete information about himself/herself when he/she is creating the Client Account;
- b. maintain and promptly update the information linked to his/her Client Account in order to keep it accurate, current and complete;
- c. maintain the security and confidentiality of his/her login credentials and restrict the access to his/her Client Account and his/her computer;
- d. promptly notify the Support Service referred to in Article 40 whether he/she discovers or otherwise suspects any security breaches related to his/her Client Account; and
- e. take responsibility for all activities that occur under his/her Client Account and accept all risks of unauthorized access.

The creation process of a Client Account implies to follow a registration process during which the Client has to provide some mandatory information.

Each Client Account is strictly personal and secured by a password.

Upon successful completion of the registration process, HolyTransaction establishes a Client Account for the sole benefit of the Client.

### **Article 10. Nature of the relation between HolyTransaction and the Client**

HolyTransaction is an independent contractor for all purposes and not the Client's agent, employee or trustee.

### **Article 11. Accuracy of the information provided by the Client with respect to a Transaction**

#### **Request**

The Client represents and warrants that any information he/she provides via the Platform is accurate and complete.

The Client acknowledges and agrees that HolyTransaction is not responsible for any errors, typing errors or omissions of any kind that he/she may have made in connection with any Cryptocurrency Transaction initiated through the Services.

HolyTransaction declines any liability in case the Client mistypes a wallet address or otherwise provides incorrect information in connection with any Transaction Request.

Cryptocurrency will be sent to whatever wallet address or information provided by the Client in his/her Transaction Request.



Thus, HolyTransaction strongly encourages its Client to review carefully his/her Transaction Request details before completing any Transaction Request via the Platform.

#### **Article 12. Privacy Policy**

Client's privacy is a fundamental concern of HolyTransaction.

HolyTransaction only shares Client's information with third parties in accordance with Article 39 below or if HolyTransaction is required to do so by law enforcement, court order or in compliance with legal reporting obligations.

If a Client, a Client's Transaction Request or a Transaction is flagged as suspicious through HolyTransaction's internal controls, HolyTransaction will require additional proof of identification from the Client and has the right to decline any Transaction Request until additional and verifiable proof of identity is received and the compliance officer has approved the Client Transaction Request.

By accepting these General Terms and Condition in accordance with Article 2, the Client acknowledges and understands that HolyTransaction maintains verification levels which may require Client's participation. The Client accepts that he/she may not be able to achieve a desired level of verification, and HolyTransaction reserves the right to determine, at its sole discretion, the appropriate verification level for any Client, as well as the right to reduce Client's access without prior notice.

HolyTransaction may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor.

This may affect Client's ability to withdraw funds from his/her Client Account and Client may indemnify HolyTransaction against any losses associated with an inability to deposit and/or withdraw funds based on your verification level.

#### **Article 13. Confidentiality of the transmission of information over the Internet**

The Client is aware and accepts the fact that any transmission of Data or information, including but not limited to, Transaction Request and communications by e-mail, performed on the Internet or other publicly accessible networks is not perfectly foolproof, and is subject to possible loss, interception, or alteration while in transit.

Accordingly, HolyTransaction declines any liability, without limitation, for any damage the Client may experience or suffer, including but not limited to transmissions involving the Platform or e-mail with Service Support containing Client's personal information.

While HolyTransaction will take reasonable efforts to safeguard the privacy of the information provided by the Client and will treat such information in accordance with Article 39 below, in no event will the information provided to HolyTransaction be deemed to be confidential, create any fiduciary obligations for HolyTransaction, or result in any liability for HolyTransaction in the event that such information is negligently released by HolyTransaction or accessed by third parties without HolyTransaction's consent.

#### **Article 14. HolyTransaction does not provide investing advice**

HolyTransaction provides an execution-only service and does not advise its Client on the merits, the relevance, the tax consequences, the legal and/or administrative consequences whatsoever of any particular Transaction Requested or performed via the Platform.

In entering into any Transaction via the Platform, the Client declares and acknowledges that he/she has been, is, and will be solely responsible for making his/her own independent appraisal and investigations regarding the risks of the Transaction.

The Client also declares and acknowledges that he/she has sufficient knowledge, professional advice and experience to make his/her own evaluation of the merits and risks of any Transaction Requested.

HolyTransaction provides no guarantee regarding the suitability of the Cryptocurrencies traded under these General Terms and Conditions and assumes no fiduciary duty in its relations with the Client.

If, at any point, HolyTransaction or one of its representatives does provide trading recommendations, market commentary, or any other information of any kind, the act of doing so is strictly voluntary from HolyTransaction and imposes no obligation of truth or due diligence on behalf of HolyTransaction or its representatives.

HolyTransaction gives no representation, warranty, or guarantee with respect to the accuracy or completeness of any such information or as to the tax consequences of any Transaction.

#### **Article 15. Cryptocurrency Transactions Requests**

All Transactions Requests must be confirmed and recorded by the Cryptocurrency Network, which is not owned, controlled or operated by HolyTransaction.

Although the Platform helps the Client to submit his/her Transaction Request for confirmation to the Cryptocurrency Network, the said Network, including all the operations and verifications operated on it in order to confirm and perform a Transaction is managed by a decentralized network of independent third parties.

HolyTransaction has neither control over the Cryptocurrency Network nor over the different operations and verifications operated on it.

Thus, HolyTransaction cannot and does not ensure that any Transaction Request submitted by the Client via the Platform will be confirmed and effectively performed by the Cryptocurrency Network.

The Client acknowledges and agrees that the Transaction Request he/she submits via the Services may not be completed, or may be substantially delayed by the Cryptocurrency Network.

When the Client submits a Transaction Request via the Platform, he/she authorizes HolyTransaction to submit his/her Transaction Request to the Cryptocurrency Network in accordance with the instructions, information and details he/she provides via the Platform.

As part of the Services, HolyTransaction can help its Client to submit his/her Transaction Request for



confirmation to the Cryptocurrency Network and receive Cryptocurrency from Client's Co-contractor pursuant to Client's instructions provided.

The Client may initiate a Transaction by connecting on to the Platform, choosing to send and entering the requisite information regarding the sender or recipient and the amount of Cryptocurrency to be transferred. HolyTransaction will submit each Client's Transaction Request to the Cryptocurrency Network on his/her behalf, as necessary, to facilitate each Transaction in accordance with Client's instructions and information. Once submitted to the Cryptocurrency Network, a Transaction will be Pending for a period of time which may vary from a minimum of less than one (1) hour to a maximum of more than seventy-two (72) hours, depending on Cryptocurrency Network.

Any Pending Transaction is regarded as an incomplete Transaction by the Platform.

Therefore, any Funds associated with a Pending Transaction will be referred accordingly and will neither be included into the Client's Account balance nor be available to perform any other Transaction Request.

HolyTransaction reserves the right to refuse to process, or to cancel any Transaction Request as required by law or in response to a subpoena, court order, or other binding government or administrative order.

The Client acknowledges that, pursuant to the present Article of the General Terms and Conditions, HolyTransaction cannot neither cancel, nor reverse a Transaction Request which has been communicated to the Cryptocurrency Network.

HolyTransaction has neither control over, nor liability for, the delivery, the quality, the safety, the legality or any other aspect of any goods or services that the Client may purchase or sell to or from a Co-contractor via a Transaction Request submitted to the Cryptocurrency Network.

HolyTransaction is not responsible for ensuring that a Client's Co-contractor (i.e. a buyer or a seller) will actually complete the Transaction or is authorized to do so.

If the Client experiences a problem with any goods or services purchased from, or sold to, a Co-contractor in connection with Cryptocurrency transferred via the Platform, or if the Client has a dispute with such third party, the Client must handle it directly with that third party.

Any Cryptocurrency Transaction Request conducted via the Platform is irrevocable regardless of any defects in or non-delivery of any goods or services purchased in connection with such Transaction, or any other aspect of the Client's Transaction or relationship with the concerned Co-contractor.

HolyTransaction submits Transaction Requests to the Cryptocurrency Network on the sole basis of Client's instruction and his/her Transaction Request.

HolyTransaction does not guarantee the identity of any user, receiver, requestee, Client's Co-contractor or other party.

Therefore, the Client must carefully check all instructions, information and details related to his/her Transaction Request prior submitting it to HolyTransaction.

The Client is aware of and acknowledges that a Transaction Request may neither be cancelled nor reversed once initiated on the Platform.





If the Client initiates a Transaction via the Platform by entering a Co-contractor Cryptocurrency address', the Platform will confirm that the said Cryptocurrency's address is valid or not.

Notwithstanding the aforesaid confirmation, HolyTransaction cannot confirm that the recipient's Cryptocurrency's address entered by the Client belongs to his/her intended Co-contractor.

The Client is aware of and acknowledges that the risk of loss in trading and/or holding Cryptocurrency can be substantial.

The Client therefore undertakes to carefully consider whether trading or holding Cryptocurrency is suitable for him/her in light of his/her financial condition.

In considering whether to trade or hold Cryptocurrency, the Client is aware that the price and the value of Cryptocurrency may change rapidly, either up or down, and potentially even fall to zero.

#### **Article 16. No cancellations or modifications of a Transaction Request**

Once a Transaction Request has been submitted to the Cryptocurrency Network via the Platform, the said Network will automatically complete or reject the Transaction Request and neither the Client nor HolyTransaction will be able to cancel or otherwise modify the Transaction Request.

HolyTransaction has no control over the Cryptocurrency Network and does not have the ability to facilitate any cancellation or modification requests.

As a result, all Transaction Requests submitted to the Cryptocurrency Network via the Platform are irreversible.

#### **Article 17. Limited license and intellectual property**

HolyTransaction grants its Clients a limited, nonexclusive and nontransferable license, subject to these General Terms and Conditions in order to Use the Services.

The Client may also access the Content, but solely for informational, transactional, or other approved purposes as permitted by HolyTransaction from time to time.

Any other Use of the Services or Content is expressly prohibited.

All the rights and intellectual property rights in relation with the Platform or its Content are reserved by HolyTransaction and its licensors.

Any disassembling, decompilation, decrypting, extracting, re-using, copying or in general all acts of reproduction, representation, dissemination and use of any part of the Service and/or its Content, in whole or in part, without prior, written consent of HolyTransaction, are strictly prohibited and may be subject to prosecution.

Client's permission to Use the Platform may also be terminated in case of any violation of the provision lay down by these General Terms and Conditions or by the law.

"HolyTransaction.com", "HolyTransaction", and all logos related to the Services or displayed on the



Platform are either trademarks or registered marks of HolyTransaction or its licensor.

Client may not copy, imitate or use them without prior, written consent of HolyTransaction.

#### **Article 18. "51% and other Cryptocurrency attacks"**

HolyTransaction undertakes to make every reasonable attempt to prevent and mitigate Cryptocurrency attacks.

If HolyTransaction suspects that a Cryptocurrency asset on the Platform has been compromised or is under attack, HolyTransaction may immediately cease trading, deposits, and withdrawals for such Cryptocurrency. If it is determined that such an attack caused the Cryptocurrency a great decrease in value, HolyTransaction may entirely discontinue trade activity on such Cryptocurrency.

Resolutions concerning deposits, withdrawals, and user balances with respect to an attacked Cryptocurrency will be determined on a case-by-case basis.

HolyTransaction makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not HolyTransaction was negligent in providing the proper security.

#### **Article 19. Taxes**

It is the Client's sole responsibility to determine whether, and to what extent, any taxes apply to any Transaction associated with his/her receipt or transfer of Cryptocurrency, and/or to his/her Cryptocurrency Request, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

#### **Article 20. Platform fees**

Access to the Platform and to the Services are free of charge, but the Platform may charge fees for additional Services such as submitting a Transaction Request to the Cryptocurrency Network.

Any applicable fees will be retrievable on the Platform.

#### **Article 21. Third Party Content**

HolyTransaction and its Client may provide Third Party Content.

HolyTransaction does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness.

The Client acknowledges that HolyTransaction is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content available on the Platform.

The Client also acknowledges that his/her use of such Third Party Content is at his/her own risk. His/her



business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between the Client and the concerned Third Parties.

HolyTransaction is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Platform.

#### **Article 22. Client conduct and obligations**

In addition to the other obligations laid down by these General Terms and Conditions and in connection with the Client Use of the Services, the Client will not:

Violate or assist any third-party or any of his/her Co-contractor in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which he/she is or is required to be a member through his/her Use of the Services.

The Client also undertakes not to:

- provide false, inaccurate or misleading information;
- infringe upon HolyTransaction's or any third party's copyright, patent, trademark, or intellectual property rights;
- distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;
- reverse engineering or disassemble any aspect of the Platform or Services in an effort to access any source code, underlying ideas, concepts or algorithms;
- take any action that imposes an unreasonable or disproportionately large load of data on HolyTransaction infrastructure, or detrimentally interfere with, intercept, or expropriate any system, Client Data, or information;
- transmit or upload any material to the Platform that contains any kind of viruses, such as, but not limited to, Trojan horses, worms, or any other harmful or deleterious programs;
- attempt to gain unauthorized access to the Platform, to other HolyTransaction Accounts, computer systems or networks connected to the Platform, through password mining or any other means; or transfer any rights granted under these General Terms and Conditions.

#### **Article 23. Transferability**

The Client is aware and acknowledges that his/her Client Account and the Services provided to him/her are not transferable under no circumstance and shall be used only by the Client himself/herself.

Nevertheless, HolyTransaction has the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these General Terms and Conditions shall continue to be in force and effect for the benefit of the successors and assigns of HolyTransaction.



#### **Article 24. Electronic trading terms**

A Transaction Request submitted by the Client to the Platform may fail for several reasons, including but not limited to, change in seller prices, insufficient reserves, unspecified lot size or unanticipated technical difficulties.

HolyTransaction makes neither representation nor warrants that any Transaction Request will be executed properly.

HolyTransaction is under no circumstances liable for any loss or injury of any kind suffered by a failure of a Transaction.

Further, HolyTransaction is in no way responsible for notifying the Client of a Transaction failure.

The Client is fully responsible to determine and inquire into the failure of any Transaction Request.

In the event that the Client receives any data, information or software other than that which he/she is entitled to receive pursuant to these General Terms and Conditions, he/she will immediately notify the Service Support and will not use, in any way whatsoever, such data, information or software.

If the Client requests a withdrawal of Funds from his/her Client Account and HolyTransaction cannot comply with this request without closing some part of his/her open positions, HolyTransaction will not satisfy this request until the Client has closed sufficient positions to allow HolyTransaction to make the withdrawal.

HolyTransaction shall be entitled to act for its Client upon instructions given by or purporting to be given by him/her or any person authorized to act on his/her behalf without any further inquiry as to the genuineness, authority, or identity of the person giving or purporting to give such instructions, provided such instruction is accompanied by correct information about the Client's Account.

#### **Article 25. Permanent withdrawal of Services**

HolyTransaction may:

- (a) suspend or terminate the Client access to the Services, and
- (b) deactivate and/or cancel the Client Account as required by a valid subpoena or court order, or if HolyTransaction reasonably suspects the Client of using his/her Client Account in furtherance of illegal activity or in violation of any provision laid down by these General Terms and Conditions.

The Client will be permitted to transfer all the Cryptocurrencies associated with his/her Client Account for ninety (90) days after his/her Client Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, or (ii) by a valid subpoena or court order.

In case of a Pending Transaction when the Client Account of the Client is cancelled or suspended, the said Transaction may be cancelled and/or refunded as appropriate.

Client may not cancel his/her Client Account to evade an investigation or avoid paying any amounts otherwise due to HolyTransaction.

Upon cancellation of his/her Client Account, the Client authorizes HolyTransaction to cancel or suspend



Pending Transaction, if technically possible, and, after sending notice to the Client by e-mail, return the funds associated with such transactions to the Client's wallet address.

In the event that the Client or HolyTransaction terminates their relation or the Client's access to the Services, or deactivates or cancels the Client Account, the Client will remain liable for all amounts due hereunder.

In the event that a technical problem causes system outage or Client Account errors, HolyTransaction may temporarily suspend access to the Client Account and/or the Platform until the problem is resolved.

#### **Article 26. Deletion of Client Account upon request from the Client**

In case of request from the Client to delete his/her Client Account, HolyTransaction undertakes to delete it and erase all the information and Client Data related to the Client Account without undue delay and in any event within one month of receipt of the request, without prejudice to the others provisions laid down by these General Terms and Conditions.

The erasure of Client Data may be subject to limitation and Client Data may be retained by HolyTransaction for a certain period of time as required by law or for HolyTransaction legitimate limited business purposes, such as to collect fees owed to HolyTransaction or a third-party, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud or enforce these General Terms and Conditions or any other policy available on the Platform.

However, if the Client closes his/her Client Account, any of his/her personally identifiable Data will not be used by HolyTransaction for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement authorities or as required by law.

The Cryptocurrency and the Pending Transaction associated to the concerned Client Account will be treated in the same way as provided by Article 25 of these General Terms and Conditions.

#### **Article 27. Ownership of the Funds**

By signing up on the Platform and accepting these General Terms and Conditions, the Client certifies that any of his/her Funds stored on the Platform or transferred via the Platform are either owned by him/her or that he/she is validly authorized to perform Transactions using such Funds.

The Client also certifies that all Transactions Requested via his/her Client Account are on his/her own behalf and not on someone's else behalf.

#### **Article 28. Transactions performed via HolyTransaction**

When the Client Transfers Cryptocurrency through the Platform, the Client buys from, or sells to, HolyTransaction directly.

HolyTransaction does not act as an intermediary or marketplace between other buyers and sellers of Cryptocurrency.

HolyTransaction is subject to the HolyTransaction "Exchange Rate."



"Exchange Rate" means the liquidity's adjusted price of a given Cryptocurrency amount in terms of currency or Cryptocurrency as quoted on the Platform.

For the purpose of any Transaction which incorporates the Exchange Rate, the Client agrees, as a condition of using any HolyTransaction Services, to accept the Exchange Rate as the sole conversion metric.

### **Article 29. Cryptocurrency Swap**

Once the Client has successfully completed the required verification steps, he/she may Swap his/her Funds among all the Cryptocurrencies supported by HolyTransaction (subject to applicable Transaction limits).

The number, the kind and the variety of the Cryptocurrency supported by the Platform are determined by HolyTransaction, which may from time to time, add or withdraw a Cryptocurrency.

The addition or the withdrawal of any kind of Cryptocurrency supported by the Platform is left to the sole and entire appreciation of HolyTransaction.

HolyTransaction will deduct specified amount of Cryptocurrency that its Client sells from HolyTransaction.

In most cases Cryptocurrency Swap will be executed immediately.

If HolyTransaction does not have Requested Funds available, it may take some more time to execute the Requested Transaction. The amount of time depends on the amount of the Transaction Request.

Once the Client has submitted his/her Cryptocurrency Swap Request on the Platform, such Request cannot be cancelled, reversed or changed.

HolyTransaction will use good faith efforts to fulfill any Cryptocurrency Swap Request with the Exchange Rate quoted on the Platform at the time of the Request.

### **Article 30. Refund Policy**

Given the irreversibility of Cryptocurrency Transactions, HolyTransaction cannot provide refund or return on any Transaction Request or Cryptocurrency Swap Request submitted on the Platform by the Client.

### **Article 31. Indemnification**

The Client agrees to indemnify, defend and hold harmless HolyTransaction, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees, and representatives from any claim or demand (including attorneys' fees and costs and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to

- a. Client's breach of these General Terms and Conditions,
- b. Client's Use of Services, or
- c. Client's violation of any law, rule, regulation or any rights of any third party.



### **Article 32. Disclaimer of warranties**

HolyTransaction provides no guarantee regarding the performance and/or the uninterrupted availability of the Services.

The Services are provided on an "as is," "as available" basis without warranties of any kind, either express or implied.

HolyTransaction disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Services.

HolyTransaction does not warrant that the Services and the information contained therein are perfectly accurate, complete, reliable, current or error free.

HolyTransaction will make reasonable efforts to ensure that Transactions Requested via the Platform are processed in a timely fashion, but makes no representation or warranty with respect to the amount of time needed to process such Transaction Requests.

In that respect, HolyTransaction reminds that Cryptocurrency Transfers on, off and via the Platform are dependent upon many factors outside of HolyTransaction's control, including but not limited to, the Cryptocurrency Network.

HolyTransaction makes no representations or warranties regarding the success of, or the amount of time needed for Cryptocurrency Transactions.

### **Article 33. Limitation of liability**

To the maximum extent permitted by law, HolyTransaction shall not be liable for any damages of any kind (including without limitation: indirect, special, incidental, consequential, tort damages, or lost profits) in connection with the Client's Use of the Services, even if HolyTransaction has been advised or is aware of the possibility of such damages.

In no event, the quantification of HolyTransaction damages owed to the Client shall exceed the fees collected from the said Client during the preceding six (6) months period.

### **Article 34. Interpretation, applicable law, prior attempt at amicable settlement and competent court**

**34.1.** Language for drafting and interpreting the General Terms and Conditions and any other documents or notice from HolyTransaction

These General Terms and Conditions and any other documents or notices posted on and/or available on the Platform have been/will be drafted in the English language.

Although translations in other languages of any of the aforementioned documents may be available, such translations may not be up to date or complete.

Accordingly, the Client agrees that in the event of any conflict between the English language version of the



document available on the Platform and any other translations thereto, the English language version of such document shall prevail.

#### **34.2. Applicable law**

These General Terms and Conditions, their interpretation, implementation or execution as well as any relationships of any type and potential disputes between HolyTransaction and its Client resulting from the Use of the Platform shall be governed solely and exclusively by Georgian law.

#### **34.3. Prior attempt for an amicable settlement**

Any disagreement, difference in interpretation or interest and/or any litigation whatsoever between HolyTransaction and its Client resulting from the Use of the Platform must first be subjected to an attempt at an amicable solution.

#### **34.4. Competent Court**

Without prejudice of Article 34.3, any disputes between HolyTransaction and its Client arising from the interpretation, implementation or execution of these General Terms and Conditions as well as any other litigation of any type whatsoever shall be exclusively settled by the Court of the district of Tbilisi.

### **Article 35. Survival**

Article 21 (Third Party Content), 40 (Support Service), 31 (Indemnification), 32 (Disclaimer of warranties), 33 (Limitation on Liability), 34 (Interpretation, applicable law, prior attempt at amicable settlement, arbitration), 35 (Survival), 36 (Severability clause), and 38 (Force Majeure) will survive any termination or expiration of these General Terms and Conditions as well as in case of deletion of the Client Account for any reason whatsoever.

### **Article 36. Severability clause**

If any provision of these General Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

### **Article 37. Integration**

The failure of HolyTransaction to exercise or enforce any right or provision of these General Terms and Conditions shall not constitute a waiver of such right or provision.

These General Terms and Conditions and any policies or operating rules posted by HolyTransaction and available on the Platform constitute the entire agreement and understanding between HolyTransaction and its Client and govern the Client's Use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between HolyTransaction and its Client (including, but not limited to, any prior versions of these General Terms and Conditions).





Any ambiguities in the interpretation of these General Terms and Conditions shall not be construed against HolyTransaction.

### **Article 38. Force majeure**

In addition to applicable disclaimers stated above, HolyTransaction's performance under these General Terms and Conditions shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

### **Article 39. Collection and use of Client Data**

In order to operate the Platform and to reduce the risk of fraud, HolyTransaction must ask its Client to provide it with information about himself/herself.

Without prejudice of Article 39.3. of these General Terms and Conditions HolyTransaction will not sell or rent Client's information to third parties for their marketing purposes without the Client's prior and explicit consent.

#### **39.1 Client Data HolyTransaction may collect**

##### **39.1.1. Required information to open a Client Account**

In order to open a Client Account and Use the Platform and the Services, the Client must provide user name, a password, an e-mail address, and must inform about his/her country of residence.

##### **39.1.2. Required information to submit a Transaction Request and complete a Transaction**

When the Client Uses the Platform to Transfer Cryptocurrency to someone else or request Cryptocurrency from someone else (i.e. performs a Transaction), HolyTransaction will ask him/her to provide information related to that Transaction.

This information includes the amount and the kind of Cryptocurrency concerned by the Transaction as well as the account details concerning the Client's Co-contractor.

Information may also be collected in case of Cryptocurrency Swap, such as the amount and the different Currency concerned by the Swap.

##### **39.1.3. Other information collected by HolyTransaction**

HolyTransaction collects the Internet address (i.e. IP address) and other identifying information about the computer or device the Client uses to access his/her Client Account and/or Uses the Platform and the Services, in order to help detect possible instances of unauthorized or fraudulent Transactions.

HolyTransaction may also collect mobile network information, type of operating system, type of Internet



browser used, access time to the Platform and the services, pages viewed, other web log data, and the page visited before and after navigating to the Platform.

### **39.2. Cookies and similar tracking technologies**

When the Client accesses the Platform and Uses the Services, HolyTransaction may place small data files on his/her computer or other device.

These data files may be cookies, pixel tags, web beacon or other local storage provided by the Client's browser or associated applications.

The aforementioned tracking technologies are used to recognize the Client, customize the Services and Content as well as ensuring that the Client Account security is not compromised, mitigate risk and prevent fraud, and to promote trust and safety across the Platform and the Services.

### **39.3. Use of Client Data and information**

HolyTransaction may use Client Data for the following purposes:

- provide the Services and assistance,
- process Transaction Request and send notices about Transaction Request;
- manage the Client's Account and send technical notices, updates, security alerts, support and administrative messages;
- resolve disputes, collect fees and troubleshoot problems;
- prevent potentially prohibited or illegal activities and enforce user agreements;
- personalize, measure and improve the Platform and the Services;
- link or combine the Client's personal information with information obtained from further sources in order to help HolyTransaction to understand the needs of its Clients and provide them with better service.

### **39.4. Sharing of Client Data with third parties**

HolyTransaction may disclose Client Data, including nonpublic personal information and any other information, collected about its current Client in a limited number of cases and purposes.

Specifically, the Client consents to and directs HolyTransaction to do any and all of the following with Client Data:

- a. Disclose necessary Data and information to the police and other law enforcement agencies; security forces; competent governmental, intergovernmental or supranational bodies; competent agencies, departments, regulatory authorities, self-regulatory authorities or organizations when:
  - i. HolyTransaction is legally compelled and permitted to comply with Georgian laws;
  - ii. HolyTransaction has reason to believe it is appropriate for it to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or
  - iii. HolyTransaction has to conduct investigations of violations of the Present General Terms and Conditions.



- b. Disclose necessary Client Data to service providers that perform marketing services on HolyTransaction's behalf;
- c. Use Client Data for HolyTransaction everyday business purposes, such as to process Transactions Request, maintain and manage Client Accounts, respond to court orders and legal investigations.
- d. Share the Client Data with any party the Client intends to distribute Funds to, or that intends to distribute Funds to the Client, via the Platform, including information about whether the Client Account is active and whether the Client Account has been verified or not.
- e. Share Client Data with any vendors, consultants and other service providers who need to access to Client Data to carry out work on HolyTransaction's behalf, such as business operations, fraud prevention and technology services.
- f. Share Client Data when HolyTransaction believes, in its sole discretion, that the disclosure of Client Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of or enforce these General Terms and Conditions or other policies and agreements.
- g. Share Client Data in connection with, or during negotiations of, any merger, sale of HolyTransaction assets, financing or acquisition or all or a portion of our business to another company.
- h. Share Client Data with his/her consent or at his/her direction.
- i. If HolyTransaction is under a duty to disclose or share Client Data to comply with its legal obligations.
- j. Share aggregated or de-identified information with HolyTransaction's affiliated companies or nonaffiliated third parties, which cannot reasonably be used to identify you.

### **39.5. Information Security**

HolyTransaction is committed to handling Client Data with high standards of information security using computer safeguards such as firewalls and data encryption.

HolyTransaction also enforces physical access controls to its premises and files and authorizes access to Client Data only for those employees who require it to fulfil their job responsibilities.

The security of the Client Account also relies on the protection of the Client Account password.

The Client may not share his/her Client Account password with anyone.

HolyTransaction representatives will never ask the Client for his/her password, so any email or other communication requesting the Client's password should be treated as unauthorized and suspicious and forwarded to HolyTransaction Support Service referred to in Article 40 of these General Terms and Conditions.

If the Client does share his/her Client Account password with a third party for any reason, including because the third party has promised to provide him/her additional services such as account aggregation, the third party will have access to the concerned Client Account and all the personal information related to it, and the



Client may be responsible for actions taken using his/her password.

If the Client believes someone else has obtained access to his/her Client Account password, he/she must change it immediately by logging in to his/her Client Account and changing his/her Client Account settings, and also contact the Support Service referred to in Article 40 right away.

#### **39.6. Access and change Client information**

The Client can review his/her Client information he/she provided to HolyTransaction when he/she created his/her Client Account and make any desired changes to such information, or to the settings for his/her Client Account, at any time, by logging in to his/her Client Account on the Platform or by sending an e-mail to the Support Service.

#### **39.7. Commercial and promotional communications from HolyTransaction**

The Client may opt out of receiving promotional communications from HolyTransaction by following the instructions in those communications.

Client may also opt out from receiving HolyTransaction's newsletter or certain administrative emails.

If the Client opts out from receiving promotional communications, HolyTransaction may still send him/her transactional or relationship messages, such as those about his/her Client Account or HolyTransaction ongoing business relations.

### **Article 40. Support Service**

In case of questions and/or for specific support, the Client must check HolyTransaction's Twitter account ("<https://twitter.com/holytransaction>") before contacting the Platform Support Service.

In order to contact the Support Service, the Client must send an e-mail to the following email address "[support@holytransaction.com](mailto:support@holytransaction.com)" and set every relevant information concerning the difficulties he/she is experiencing out, including his/her HolyTransaction username and transaction IDs of any related deposits. HolyTransaction's Support Service undertakes to respond to every e-mail as soon as possible, depending on the complexity of the request/issue.

The Client acknowledges that any Feedback is non-confidential and will become the sole property of HolyTransaction.

HolyTransaction will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without prior acknowledgment from or compensation given to the Client.

Any communication sent to the Support Service by the Client as well as any answer provided by the Support Service may be retained in the records of the Client Account.