

Terms of Exchange Operations

NOTE: Exchange operations with cryptocurrencies involve a high degree of risk. Values of cryptocurrencies are subject to fluctuation and there is a significant time lag between placement of your exchange Order and delivery of cryptocurrency to your account.

By submitting the Order, you will be deemed to have accepted these Terms of Exchange Operations and Terms of Use (available on our website <https://www.ebcmu.com/>).

If you do not yet have an Account, then an Account will be opened for you at the time of your submission of the Order using the details that you will have submitted and you will be treated as a Client from such time. You may be required to undergo applicable KYC procedures before your Order can be processed.

1. GLOSSARY OF TERMS

- 1.1. The website and mobile apps are owned by **EBC Mauritius Limited**, a company incorporated in the Mauritius with a registered number 117884 C1/GBL and registered office at C/o Sanlam Trustees Int Ltd, Labourdonnais Village, Mapou (**EBC**).
- 1.2. Choise Services UAB, a legal entity duly registered in Lithuania with No. 305964183 with a registered office at Vokieciu gatve 18a-7, Vilnius ("**Company**") or any successor or assignee thereto.
- 1.3. Charism LLC of Suite 336, Beachmont Business Centre, Kingstown, St. Vincent, and Grenadines, registration number 1999 LLC 2022, is a limited liability company created and existing under the laws of Saint Vincent and Grenadines ("**Choise**", "we", "us")
- 1.4. Account – the Client's account with EBC.
- 1.5. Business Day – any day on which banks are open for business in Saint Vincent and Grenadines.
- 1.6. Client – a User as such term is defined in Terms of Use.
- 1.7. Commission – the Exchange's commission for the Exchange Operation
- 1.8. Conversion Estimate – the estimated amount of Tokens that the Exchange may be able to purchase with the Invoice Amount (minus the Trade Commission), subject to any fluctuation in the purchase price of Tokens
- 1.9. ID – the Client's Company identification/client number
- 1.10. Exchange – Company or any successor or assignee thereto
- 1.11. Exchange Operation – the exchange of the Client's Euro funds into Tokens
- 1.12. Hotline – the customer service hotline is available via appsupport@ebcmu.com
- 1.13. Invoice – the Exchange's invoice to the Client for the Exchange Operation
- 1.14. Order – the Client's order for the Exchange Operation submitted to the Exchange electronically and setting out the amount of Euro funds the Client instructs the Exchange to exchange into Tokens Tokens – USDT (Tether) tokens (tether.io)
- 1.15. Refund commission – commission charged in case of can refund.
- 1.16. Trade Commission – the Exchange's commission for carrying out the Exchange Operation. For the current Trade Commissions, please refer to the Fee Schedule
- 1.17. Trade Confirmation – a confirmation sent to the Client by Exchange confirming the receipt of the Order Transaction rollback – commission charged for cancellation of the inner transaction.

2. LIMITS

- 2.1. Your monthly Orders may not exceed **150.00 Euro** until your Client account

satisfies applicable KYC1 requirements.

2.2. After satisfaction of applicable KYC1 requirements, the following limits apply¹:

- Maximum amount of one transaction: 3,000 EUR
- Maximum daily quantity of purchases per bank card: 4
- The maximum daily amount of purchases per bank card: 10 000 EUR
- The maximum monthly amount of purchases per bank card: 15 000 EUR

3. OPERATION RULES

- 3.1. To initiate the Exchange Operation, the Client must place the Order.
- 3.2. After placing the Order, the Client will get a Trade Confirmation and will be invoiced by the Exchange for the full amount of the Order. The Invoice will be delivered to the Client electronically via email provided by him/her and a copy of the Invoice will also be available for download through the Client's Account.
- 3.3. The Trade Confirmation will contain the Conversion Estimate and will state the amount of the Trade Commission.
- 3.4. The Invoice should be paid by the Client by wire transfer in immediately available funds by the close of the Business Day immediately following the date of the Invoice. For purposes of this paragraph, 'payment' means the irrevocable debit of the Client's Euro account with the Client's bank (credit institution) that maintains such account, for the full amount of the Invoice, based on an irrevocable instruction by Client to such bank to transfer and pay the net amount stated in the Invoice ("**Invoiced Amount**") to the Exchange.
- 3.5. The Invoiced Amount should be paid to the Exchange in full. Payment of all commissions, transfer fees, duties, and other expenses associated with payment of the Invoiced Amount is the Client's expense and responsibility.
- 3.6. After receipt of the Invoiced Amount, the Exchange will deduct its Trade Commission from the Invoiced Amount and will use the remaining funds to purchase and deliver the Tokens to the Client's Account.
- 3.7. The Client's payment instructions must include a reference to the Client's ID. Failure to include such reference may result in delays in (a) processing of the Order by the Exchange and (b) purchase and delivery of the Tokens by the Exchange to the Client and, accordingly, the Client may not receive the Tokens in time or at all, which may result in various losses to the Client.
- 3.8. The Company has to identify you as a cardholder, an individual who is issued and authorized to use a card, to be compliant with applicable anti-fraud requirements. To prevent fraud and the misuse of funds, the Company needs to ensure that the card used for payment belongs to the Account holder. In the situation where the Company's staff has a reason to make any additional checks, the staff member may request additional supporting materials from the account holder.

If the amount received by the Exchange according to the Invoice is less than the full Invoiced Amount ("**Insufficient Amount**"), the Exchange will advise the Client accordingly and the Client may instruct the Exchange (through the Hotline) to amend the Order to be equal to such Insufficient Amount. Such an amendment will not diminish the amount of the Trade Commission established in the Trade Confirmation.

If no such instruction is received within 5 (five) Business Days from the date of receipt of such Insufficient Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges, and duties) by wire transfer to Client.

- 3.9. If the amount received by the Exchange according to the Invoice is higher than the

¹ In case the payment currency differs from the euro, the applicable limits are calculated in euro equivalent in accordance with the current exchange rate of the processing partner

full Invoiced Amount (“**Excessive Amount**”), the Exchange will advise the Client accordingly and the Client may instruct the Exchange (through the Hotline) to issue an additional Invoice for the excess. In such case, a separate Trade Commission will apply to such additional Invoice.

If no such instruction is received within 5 (five) Business Days from the date of receipt of such Excessive Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges, and duties) by wire transfer to Client.

- 3.10. The Conversion Estimate of the Trade communicated to the Client after placement of the Order is indicative and, although we usually intend to fill the Order at the best available Token price, the actual amount of Tokens that may be delivered to the Client according to the Order may vary. This variance is due to several factors such as:
- a) The purchase of Tokens by Exchange according to the Order only takes place after the Exchange receives the Invoice payment in full.
 - b) Accordingly, the purchase price (market value) of the Token may go up or down between the time the Client makes the Invoice payment, the time the Exchange receives the Invoice payment, and the time the Exchange purchases and delivers the Tokens to the Client.
 - c) There may be market disruptions, regulatory changes, or other adverse effects on the Tokens and the market for the Tokens which may affect their availability, recording, circulation, value, or deliverability to the Client.
- 3.11. Please note that in case of a chargeback, we do not return to the Client any sum paid by you as a commission for making the transaction.

4. BASIC FEE SCHEDULE FOR PURCHASE VIA BANK CARD

Order Value up to and including	Trade Commission
EUR 1 000.00	8.00%
EUR 10 000.00	7.50%
EUR 100 000.00	7.00%
EUR 1 000 000.00	6.50%

- 4.1. The company reserves the right to apply to Lower Trade Commission at its consent without additional notice.
- 4.2. Coins that are not convinced to be used in the mobile app but can transfer in blockchain to a valid e-wallet in the mobile app are lost. The Company cannot transfer them back to the Clients.
- 4.3. The client is informed and taking into account that he or she will be charged in the amount of 10 Euro for every mistaken transaction made by him or her in the mobile application unless the bigger amount is not contemplated by other paragraphs of this Terms or any other agreements you are bound with the Company.
- 4.4. The Company does not guarantee a refund in case of wrong mentioning token tag which causes to depositing of coins into the user account as well as to transferring of coins to an e-wallet that is outside of the mobile application and whose holder is not the one who legally bound with the Company. If in any case, the Company was

successful in making such a refund the Client is charged with a commission of 35 Euro.

- 4.5. The Company does not make a refund if the transaction was successfully completed (i.e. exchange of digital assets was done, the Client closed the deal with the merchant (bought goods, received services, and so on), etc.), unless such transaction was made due to fraudulent actions of third persons and criminal activity of any kind.
- 4.6. The funds are to be transferred to the address (including each component of it) mentioned in the application for a digital asset which is managed especially in the main network of a specified blockchain.
- 4.7. **Company and/or is not obliged for loss of funds in case of non-obligation of the conditions mentioned above in this paragraph and also in the following cases:**
 - a) Mentioning the wrong tag for the transfer of funds (including XRP);
 - b) Transaction made to the wrong address or to address in another blockchain;
 - c) ERC-20 transaction made to smart-contract address;
 - d) Other similar cases.

Thus, in such cases, no refund is contemplated.

- 4.8. We also note that the use of nonofficial client applications or algorithms for the operation of services offered by the Company is strictly prohibited. The Company is entitled to recover several funds if for wealth accumulation you took advantage of technical mistakes and system failure, i.e.:
 - a) Making exchange at the wrong rates;
 - b) Using of trial-and-error method;
 - c) Using custom programs, and third-party services to turn to account a technical vulnerability.