

# TERMS AND CONDITIONS OF SERVICES PROVIDED BY UAB MOBILUM TECH IN PARTNERS' APPLICATIONS

*Last updated: 3 January 2024*

Welcome to UAB MOBILUM TECH ("**Mobilum**") services. Please read these Terms and Conditions ("**Terms**") carefully. To make these Terms easier to read, Mobilum services, including websites, servers, mobile applications, any software and the framework, API, and web or mobile widget through which these items are provided are collectively called the "**Services**".

By using our Services, you agree to these Terms. You are advised to print or download and keep a copy of these Terms for future reference.

## **Why is this information important?**

These Terms govern the relationship between you and Mobilum, a company registered in Kaunas, A. Mickevičius str. 56-2, Lithuania, registry number 306247099. It applies when you use Mobilum Services, which is a B2B and B2C service that allows individuals or companies ("**Users**") to use Mobilum as a technology provider to enable Users to buy, sell, swap and store cryptocurrency. These Terms also set out other important things that you need to know.

These Terms, along with our Contract and its appendixes, Site, mobile application, and any other documents we give you that apply to our Services, constitute a legal agreement between you and us, Mobilum.

## **DEFINITIONS**

The terms with capital letters used in the Contract and in Terms shall have the meaning herein as set forth below:

- **Contract** – an agreement concluded between Mobilum and the User, of which these Terms form an integral part.
- **Digital Asset** – means a peer-to-peer decentralised digital representation of value – products, commonly known as cryptographic tokens, digital tokens or cryptocurrencies (Bitcoins, Ethereum, Tether, tokens, etc.).
- **Fiat** – means the government-issued currency that is approved and accepted by Mobilum for the User to use services under

these Terms.

- **Force Majeure** – means war, emergency, accident, blackouts, strikes, labour actions, riots, insurrections, civil commotion, labour or material shortages, government acts, court or tribunal orders, fire, earthquake, flood, storm, other agents beyond reasonable control, including failures of the Internet, computer hardware, telecommunications or any other equipment, as well as other impediments which the affected Party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of entering into the Contract / Terms or to have avoided or overcome it or its consequences.
- **Partner** – a collaborator of Mobilum who, with the participation of other businesses, enables the User to access the payment account and allows the User to use the functionalities available through the mobile application offered by that entity.
- **Participants** – banks, KYC/AML providers, technology providers or vendors of any kind
- **Partner's Application** – the mobile application provided by the Partner for the Android and IOS platforms.
- **Parties** – Mobilum and the User jointly.
- **Conversion** – means a transaction involving the exchange of virtual currency into fiat currency
- **Funding** – means a transaction involving the transfer of FIAT currency received as a result of the conversion from the User to the account associated with the Partner Application
- **Services** – means any services provided by Mobilum, including, but not limited to, the virtual currency to Fiat currency exchange service, the virtual currency wallet service, and the automatic conversion and transfer to the account associated with the Partner Application.
- **Site** – means Mobilum's website at <https://mobilum.com/> or any other website where the Mobilum widget is exposed and Mobilum Services are being served.
- **Terms** – the present document which contains terms which are accepted by the User by ticking a checkbox when registering or using the Services and any other agreements which are entered into between the User and Mobilum from time to time.
- **User** – a natural person, legal person, or an organisation also while having a legal personality, which uses Mobilum Services to make Conversion or Funding of cryptocurrencies.
- **Transaction Threshold** – minimum amount of cryptocurrency to

be converted.

Where the context so admits words denoting the singular include the plural and vice versa.

## **SUBJECT MATTER OF THE GENERAL TERMS**

Mobilum provides an online Digital Assets on-ramp and off-ramp service. Mobilum functions as a virtual currency service provider and not as a buyer or seller in trades between Users and Participants. The User acknowledges and agrees that when completing trading transactions, Mobilum may act as a provider of cryptocurrencies in such transactions, e.g. the counterparty in any transaction, or provide other Services, such as wallet services, without being a counterparty to any trade, or provide other Services, e.g. wallet services not being a counterparty to such trade.

**Mobilum does not provide any investment advice relating to cryptocurrencies, or other Digital Assets that can be acquired via Services.**

Mobilum strives to maintain the accuracy of the information on the Site and/or while providing the Services, however, Mobilum cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Site or the Services and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions.

The following cryptocurrencies are available through our cryptocurrency services (this list may be revised, please check the relevant data on our website from time to time):

Bitcoin, USDT-TRON, USDT-ERC20

Mobilum can expand or limit the amount of cryptocurrency that can be converted and transferred. Mobilum can, in certain cases, refuse to allow the User to convert and transfer cryptocurrency.

Mobilum may deny User's instructions if:

- there is insufficient liquidity for the desired cryptocurrency,
- one of the Participant's crypto exchanges is not available (for example, one of them may be facing service disruption),
- Mobilum has reasonable grounds to suspect that the User's

instruction was illegal or otherwise carry criminal intent (for example, to commit fraud),

- Mobilum has good reason to believe that the User's instructions may harm Mobilum's reputation or goodwill,
- the transaction would not follow applicable law, in particular AML/CTF regulations,
- the User fails or refuses to undergo the KYC verification.

## **SERVICES**

**Mobilum offers the following services.**

**Automatic conversion of cryptocurrency and crediting of the account associated with the Partner's application for all individuals located worldwide**

PROVIDING OF SERVICES FOR AUTOMATIC CONVERSION OF CRYPTOCURRENCY INTO FIAT AND CREDITING OF THE ACCOUNT ASSOCIATED WITH THE PARTNER'S APPLICATION

In order to use the service, the User registers an account in the Partner's Application to which the FIAT account will be linked and agrees that the Partner will transfer the necessary data to Mobilum in order to provide this service. As part of the account registration in the Partner Application, the User provides the required information.

When registering a User Account with the Partner's Application, Mobilum will create cryptocurrency wallets on behalf of the User of the Partner Application (hereinafter referred to as "**User's Wallet**"). A User's Wallet may only be created for a cryptocurrency that is available under the terms and conditions described in these Terms. Information about created User's Wallets will be sent to the email address provided by the User during account registration. User's Wallets will be available in Partner's Application. The User's Wallet for each cryptocurrency will have a unique cryptocurrency wallet number, which will be used for the conversion of cryptocurrencies to FIAT, and relating to that particular User's Wallet.

Mobilum reserves the right to change the User's cryptocurrency wallet number, of which the User will be informed each time. The user acknowledges and agrees to the above right of Mobilum. Correct User's Wallets are always available in the Partner's Application. Each time before sending funds, the User should verify the User's Wallet in the Partner's Application.

As part of the Cryptocurrency Conversion Service, the cryptocurrency received by the User from another virtual cryptocurrency wallet or purchased by the User in accordance with these Terms to the User's Wallet will be automatically converted to FIAT and then transferred to the User's account of the Partner's Application, linked to the Partner's Application.

The minimum Transaction Threshold is the equivalent of USD 50 at the current exchange rate of the relevant cryptocurrency. In the event that the cryptocurrency purchased or received by the User does not reach the Transaction Threshold, the Conversion will not take place and the cryptocurrency will be held in the User's wallet until the Transaction Threshold is reached, resulting in its automatic Conversion. Any User who wishes to use the Services must undergo a KYC procedure and comply with any obligations under AML regulations. The KYC procedure may be carried out in cooperation between Mobilum and the Participants or the Partner. The User submitting to the KYC procedure authorises Mobilum to process, use and store any data submitted for the time required by applicable law.

Upon completion of the KYC, Mobilum will have the option to perform the Conversion of the funds accumulated in the User's Wallet to FIAT and perform the Funding to the account associated with the Partner's Application.

Please note that Mobilum has the right to perform Conversion and Funding to the account associated with the Partner's Application up to 24 hours after the funds appear in the User's Wallet. It depends, among other things, on how the User went through the KYC process. The time to complete the Conversion and Funding may also be extended if an AML investigation is required. Please be aware that the first-time Conversion and Funding are handled manually and from time-to-time Mobilum may score a particular User as trusted or not trusted depending on the User's behaviour.

Sharing usernames, passwords or accounts is strictly prohibited.

Mobilum has the right to refuse to provide its Services to the User for valid reasons. In particular, Mobilum may refuse to execute a transaction if Mobilum considers the transaction suspicious within the meaning of AML regulations, in the case of transactions from a country on the non-permitted list, or if the credibility of the User Mobilum considers as suspicious or if the way of using the Mobilum Services is found to be inconsistent with its intended use and/or fraud.

Mobilum may also refuse to provide the service if the Partner terminates the contract with the customer.

## **VERIFICATION**

Identification and verification procedure (also known as “**Know Your Customer**” or “**KYC**”) are required. By using Mobilum Services, the User authorises Mobilum to make inquiries, either directly or through third parties (external KYC service providers), that are deemed necessary to verify the User’s identity, to check the relevance and accuracy of information provided for verification purposes or to protect the User and/or Mobilum from financial crimes such as fraud.

If the User refuses to provide the required documents and information under KYC, Mobilum reserves the right to immediately terminate the Services provision to the User.

If there is any reasonable doubt that any information provided by the User is wrong, untruthful, outdated or incomplete, Mobilum has the right to send the User a notice to demand corrections, request additional information, remove relevant information directly and, as the case may be, terminate all or part of the Services to the User. The User acknowledges and agrees that Conversion and Funding may be delayed due to some verifications and checks (performed by Mobilum, Participants or the Partner).

Unverified Users are not allowed to use any Services until the verification process has been completed.

## **WARNING! You are strongly advised to read this**

ANY PURCHASES UNDER THESE TERMS MAY BE AGREED BETWEEN MOBILUM AND THE USER ELECTRONICALLY (INCLUDING BUT NOT LIMITED TO EMAIL, INSTANT MESSAGING SUCH AS TELEGRAM, WHATSAPP, ETC. AND BY PHONE), AND THE USER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES. MOBILUM SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO THE MOBILUM BY THE USER IN CONNECTION WITH THE SERVICES, OR FOR ANY ACTIONS TAKEN BY THE MOBILUM AT THE USER’S DIRECTION, INCLUDING BUT NOT LIMITED TO PURCHASE PRICES AGREED BETWEEN MOBILUM AND THE USER.

## **USING SERVICES**

**By using Services, the User expressly represents and warrants that he/she:**

- follows the rules and laws of his/her country of residence and/or the country from which he/she accesses the Services,
- accepts to fully comply with these Terms and any arising provisions and regulations, is at least 18 years old and has the legal right to accept these Terms and to use the Services,
- will strictly observe security, authentication, dealing, charging, withdrawal mechanism or procedures of the Services,
- undertakes to go through a verification process,
- undertakes to fully cooperate with Mobilum and answer all Mobilum questions sent by email without undue delay related to Services.

If the User is entering into these Terms on behalf of a legal entity of which he/she is an employee or agent, the User represents and warrants that he/she has all necessary rights and authority to bind such legal entity.

Mobilum may restrict or refuse to provide the Services in certain countries, taking into account risk assessment and other factors. Depending on where the User resides (and/or other legal circumstances), the User may not be able to use all Services.

It is the User's responsibility to follow those rules and laws in his/her place from which the User accesses the Services. The User is responsible for understanding and complying with any laws, rules, and regulations of his/her specific jurisdiction that may apply to the User in connection with the use of any Services of Mobilum.

**RISKS OF CRYPTOCURRENCIES**

Please be aware that cryptocurrency carries significant risks. The User should carefully consider whether the purchase of a cryptocurrency is suitable for them.

These risks include the following:

- like any other digital system, cryptocurrencies are at risk of being hacked or affected by technical problems. This could result in losing cryptocurrency or delay the User's ability to sell, transfer or spend it;
- regulations (or lack thereof) on cryptocurrency or crypto exchanges can change at any time. Any change likely to affect the value of any cryptocurrency; and

- the cryptocurrency prices are very volatile (more so than central government-issued FIAT currencies). This could happen if, for example, (i) a new, better cryptocurrency is created; (ii) software developers make unexpected changes to how the cryptocurrency works; or (iii) there is a change in cryptocurrency regulation.

The price or value of cryptocurrencies can rapidly increase or decrease at any time. It may even fall to zero. Unlike FIAT currencies, no bank or government can stabilize the value of a cryptocurrency if it changes suddenly.

All Users should be aware that the marketplace is all about calculated risks. And one of those risks is the situation when there is a price difference between the amount of the original market order and the actual price paid for a stock („**Slippage**”). Slippage can, and does, happen in any trade situation, and occurs in both cryptocurrency and traditional assets – it is a regular market phenomenon and occurs in all kinds of markets, be they equities, currencies, bonds, futures or cryptocurrency. Sudden price changes usually occur with major news events and with certain trading seasons. Therefore, Mobilum stipulates that there is a possibility of slipping the purchase price (settlement) by 0.3% for centralised exchanges and 1% for decentralised exchanges. The User must be aware of this when deciding to use Mobilum Services.

## **MOBILUM’S RIGHTS AND RESPONSIBILITIES**

- The Services shall remain the property of Mobilum. Mobilum cooperates with the Participants and the Partner and relies on their licences and its own.
- Mobilum undertakes to provide the Services with the appropriate effort, due care, and in accordance with these Terms. Mobilum’s responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the digital currencies transferred.
- To the extent permitted by law, Mobilum is not responsible for any damages, loss of profits, loss of revenue, loss of business, loss of opportunity, loss of data, or indirect or consequential loss unless the loss suffered is caused by a breach of these Terms.
- Mobilum is also not responsible for (i) the delay in the processing of payments made by the fault of any third parties, Partner, Participants or operators of such transactions, (ii) any malfunctions, breakdown, delay or interruption, including but not limited to, caused directly or indirectly by blockchain



environment and its processes, nodes, etc. and/or caused by the Internet connection or any reason why our Services are unavailable at any given time unless such liability cannot be excluded under generally applicable law.

- In the case of fraud, Mobilum undertakes to report all necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law.
- Mobilum exchange rate for buying or selling cryptocurrency is based on the rate that crypto exchanges or liquidity providers offer Mobilum at the time. It is a variable exchange rate, which means it is constantly changing.

## **THE USER'S RIGHTS, RESPONSIBILITIES, AND WARRANTIES**

- The User has the right to use the Services as long as he/she agrees to and actually complies with the Terms. By using the Services, the User agrees to accept and comply with the terms and conditions stated herein.
- The User accepts and confirms that he may not withdraw or cancel any instruction in connection with the ordered Services if those have already been performed. Mobilum assumes no volatility risk that may be associated with the cryptocurrency exchanged for the User, and as such Mobilum will settle the agreed-upon denomination of said cryptocurrency irrespective of what the price may be at the future date.
- The User must comply with all applicable laws and regulations related to the use of the Services.
- The User undertakes not to use the Service to perform criminal and/or illegal activity of any sort, including but not limited to, money laundering, illegal gambling and nonregulated forex operations, financing of terrorist organizations or malicious hacking.
- The User is responsible for any damage caused and all liability actions brought against Mobilum for infringement of any third-party rights or violation of any applicable laws. Nothing in the Terms excludes or limits the liability of the User for fraud, penalties, any other negative consequences caused by their negligence, breach of terms implied by operation of law, or any other liability which may not be limited or excluded by law.
- Users are solely responsible for determining whether any contemplated transaction is appropriate for them based on their personal goals, financial status and risk willingness.

- The User represents and warrants that he/she will only use the Services to perform transactions in accordance with the conditions set forth in these Terms and that they are duly authorised.
- The User understands that his personal data may be shared due to legal obligations etc. It may be used according to our Privacy policy – <https://mobilum.com/privacy-policy.pdf>.

## **LIMITATION OF LIABILITY**

In no event shall Mobilum, its officers, directors, employees, agents, or any third party Service providers be liable to the Users or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages, whatsoever, including any that may result from (i) accuracy, completeness or content of this Site, (ii) accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this Site, (iii) the services found at this Site or any sites linked (through hyperlinks, banner advertising or otherwise) to this Site, (iv) third-party conduct of any nature whatsoever, (v) any unauthorised access to or use of our servers and/or all content, personal data, financial information or other information and data stored therein, (vi) any interruption or cessation of service to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this Site, (vii) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from this Site or any sites linked (through hyperlinks, banner advertising or otherwise) to this Site, (viii) any user content or content which is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable and/or (ix) any loss or damage of any kind incurred as a result of User's use of this site or the services found at this site, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not Mobilum is advised of the possibility of such damages. In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this site or the services found at this site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive the termination or expiration of these terms of use or the User's use of this Site or the Services found at this Site.

If Mobilum is unable to perform the Services outlined in the Terms due

to factors beyond its control, including but not limited to the event of Force Majeure, a change of law, or a change in sanction policy, Mobilum will not have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

## **INTELLECTUAL PROPERTY RIGHTS**

The trademarks, trade names, service marks and logos of Mobilum and others used on the Site (hereinafter the “**Trademarks**”) are the property of Mobilum. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on this Site belong to Mobilum. The Trademarks and other content on the Site may not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated. The use of any content from the Site on any other site or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyrights, patents, trademarks and any other applicable laws and could result in criminal or civil penalties.

## **COMPLAINTS**

Mobilum shall process the complaints lodged by the User concerning the Services provided by Mobilum.

The User may send Mobilum complaints regarding the Service provided by Mobilum electronically, to the email address: [support@mobilum.com](mailto:support@mobilum.com).

The complaints concerning Services should be lodged promptly after the arising of the circumstances which cause reservations.

The User who lodged the complaint is required to provide:

- identification data: name and surname, postal address (or name of a company and its registered address) and date of using the Services,
- a detailed description of the subject matter of the complaint;
- an indication of the demand;
- reply address where the complaint answer should be sent.

The complaint should be accompanied by copies of the documents to which the complaint relates.

The time limit of 14 days for processing a complaint shall run from the moment of receipt of the complaint by Mobilum, including the

documents and data referred to in these Terms. Mobilum shall respond to the complaint in writing or, upon agreement with the User, in another durable medium (e.g. electronically, to the email address from which the complaint has been sent). Answers to the complaint shall be prepared and transferred to the User without unnecessary delay.

## **CHARGEBACK AND REFUND POLICY**

By using Mobilum Services, you agree to the following dispute/chargeback policy:

- Mobilum provides its Services over the Internet. Given the specific nature of these Services, User cannot return or exchange products, nor cancel or withdraw the Services.
- The practice of claiming a refund or requesting a chargeback after having used any of our Services is considered fraudulent.
- When Mobilum receives a chargeback notice, the account on which the Service was purchased is immediately suspended.
- The User can request a 100% refund of his money if he did not perform or ordered Service. For a refund, the User must email us and give the reason. Please contact our Support (support@mobilum.com).

We encourage the User to contact us first for any problems with the User's ordered Service. Please contact our Support (support@mobilum.com) if you need help or still have any questions.

## **FRAUD INVESTIGATION POLICY**

The User has to report fraud, related to certain operations/asset(s) to Mobilum's legal department aml@mobilum.com.

Mobilum will freeze suspicious fraud asset(s) and/or cancel suspicious fraud operations and/or transfer stolen funds to the proper owner only based on the final resolution in written of the appropriate competent authorities (courts, etc.) or based on Mobilum's internal KYC/AML procedures.

## **FINAL PROVISIONS**

The Terms shall apply during the effective term of the Contract / Terms and Conditions, or during the term of using Services (if no contract has been signed).

The relationship between Mobilum and the User shall be governed by the laws of the Republic of Lithuania. It shall also apply to these Terms

and Conditions. Notwithstanding the foregoing, the binding consumer protection laws of the User's home country shall still apply, provided that this is a country of the European Economic Area.

These Terms and Conditions are drawn up in English and, for information, in other language versions. The English language version of these Terms shall prevail and take precedence in the event of any inconsistency between the English language version and any other version, provided that, in the event that the internal regulations of any country provide specific rules on the matter, the version required by law in that country shall prevail and be interpreted.

Legal action under these Terms may only be taken in the courts of the Republic of Lithuania (or in the courts of any member state of the European Economic Area of the User).

If you have any questions relating to these Terms, your rights and obligations under these Terms and/or your use of the Site and the Service, or any other issues, please contact us by email: [support@mobilum.com](mailto:support@mobilum.com).