

Mainston International OÜ

Terms & Conditions

§ 1 PREAMBLE

Mainston International OÜ (referred to as the Company) , with registered offices and principal place of business at Tallinn Metro Plaza, Viru valjak 2, Tallinn 10111, Estonia, is a professional Crypto Currency service provider, offering all kinds of useful services around the new and exciting world of Crypto Currency. Especially services are provided as a

- KYC (4 Tiers Level) service provider
- BTC/ETH/STON Custodian Wallet service provider
- STON facility service provider,
- Crypto Currency API service provider

to provide – besides other services - virtual currency exchange and virtual currency wallet services

like the following:

Custodian Wallet in ETH

Custodian Wallet in STON (ERC-20)

Custodian Wallet in BTC

Display all wallet Balance and transaction history in a comprehensive overview.

The full scope of provided services is to be found on the related Mainston International website <https://www.mainston.com> in the service section.

The Terms & Conditions as amended from time to time, including any of its appendixes, are made between you the customer and the Company, are subject to revision by the Company from time to time at its sole discretion. The Terms & Conditions govern all aspects of the relationships between the Company and its Customers are available on the MAINSTON INTERNATIONAL OÜ website <https://www.mainston.com>.

These are the entire Terms & Conditions that apply to the use of this website/applications and any services provided in relation to the websites/applications including, but not limited to the use of our service provider activities.

Use of the Services is subject to these Terms & Conditions. If you have any objections to the Terms & Conditions, do not use our Services. Your access to and use of the Services constitutes your acceptance of the Terms & Conditions and any other legal notices and statements contained besides on this website. Your use of the Services is governed by the version of the Terms & Conditions in effect on the date each Service is used by you. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Terms & Conditions.

Mainston International OÜ

Terms & Conditions

§ 2 REGISTRATION

- a) You acknowledge that applicable laws may require to obtain, verify, and record information identifying each person who wishes to use our services. By accepting these Terms and Conditions, you agree to the Company's verification policy. You further acknowledge that the Company make efforts to prevent fraud and to confirm your identity. Accordingly and in order to comply with our regulatory obligation, upon our registration process or at any given time thereafter you are required to provide personally identifiable information and additional documentation required by the Company for such purpose.
- b) If you fail to verify your account within 14 days, we will be forced to terminate the relationship with you and refund the available balance from your account.
- c) By providing such information and/or documentation, you are confirming that any information and documentation provided is true, accurate and complete.
- d) You will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association or otherwise conceal your identity from the Company for any purpose.
- e) If registering as a business entity you hereby declare that you have the authority to bind that entity to these Terms and Conditions.
- f) A valid Identification Number is to be provided at the registration. This number should be either a government I.D., such as a passport number or a Tax Identification Number, if applying as a business. Incorrect I.D. Numbers or other essential information and/or supporting documentation can result in a € 100,- processing fine and/or terminated account.
- g) If the contract applicant is a corporation, partnership or other legal entity, all shareholder(s) of the corporate applicant, all partner(s) of the partnership or all owners of the legal entity applicant must agree to the contract application, a list of the names of each shareholder of the corporate applicant, each partner of the partnership applicant, or each owner if another legal entity must accompany the contract application.
- h) A person or business entity may not register using a fictitious or assumed name.
- i) Until you have verified your Mainston account, certain actions may be taken and certain limitations may be imposed on your account according to the Company's sole discretion.
- j) The Company reserves the right to decline any contract application for any reason, at its sole discretion within the first 14 days.

§ 3 OPEN COUNTRIES / RESTRICTIONS

Users / Customers residing in the following countries will not be accepted:

- a) Afghanistan, Bosnia and Herzegovina, Guyana, Iraq, Lao, North Macedonia, Syria, Uganda, Vanuatu, Yemen, Ethiopia, Sri Lanka, Trinidad and Tobago, Tunisia, Pakistan, Iran, Democratic People's Republic of Korea, Ghana, Cambodia, Iceland, Mongolia, Panama, United States of America

Mainston International OÜ

Terms & Conditions

b) from any other country where contract (applications) would violate any of the applicable and relevant national, international law, directives and/or other regulations that may apply.

c) Financial regulations and contractual requirements vary worldwide; especially in the field of our offered services. Therefore, it is ultimately the customer's responsibility to make sure to comply with any and all local regulations, directives, restrictions and laws in the customers local place of residence before using the Company's services.

§ 4 ABILITY TO CONTRACT / GENERAL RISK

a) Our services are only to be used by individuals who are permitted to enter legally binding agreements. Therefore, if there is any reason why you would not be able to enter a legally binding agreement with the Company for whatever reason you are not allowed to use our services. Such reasons could include, but are not limited to persons that have not yet reached a legal age of consent in the relevant jurisdiction.

b) You understand that you are using our Services at your own risk.

c) Due to our internal policies, we will only provide the Services to users with sufficient experience, knowledge and understanding of Crypto currency / Crypto exchange related products who fully understand the potentially associated risks.

d) Therefore we provide the use of our services only to contracting partners who can actually bear the potential loss of any money invested and who properly understand the associated risks that are inherent to such products and services.

§ 5 LANGUAGE

By accepting these Terms and Conditions in any language, you acknowledge and accept that the Company's official language is English. In the event of any discrepancy or inconsistency between any Communication in English and the same in another language, the Communication and meaning in English shall exclusively prevail.

§ 6 LIMITED LICENSE

The Company hereby grants you a personal license that is non-transferable, non-exclusive and revocable to use our Services - including the use of our website and any associated downloadable software.

§ 7 CHARGES AND COSTS

Mainston International OÜ

Terms & Conditions

- a) The company may add charges and other costs for providing our services in future as displayed on our website under “service costs”.
- b) The Company may where applicable in future also charge fees in order to pay third parties that help initiate or maintain business services in relationship to provide the services for you as described above in § 1.
- c) If your e-wallet account becomes an inactive account (i.e. you have not logged into the account and/or deposited funds for a period of 90 days), an inactivity fee may be charged by virtue of the continued availability of the account together with the cost of the company’s associated regulatory and compliance requirements towards you, regardless of your actual use.
- d) Any future or new charges/ fees/ costs will be indicated with a minimum of a 14-day notice in advance on the website under “service costs”.
- e) All promotions offering benefits to our customers or potential customers we offer or may offer in future are subject to specific promotional terms and conditions pursuant to which such benefits must be used. We reserve the right to amend and/or cancel all Promotions at any time. Certain promotions may not be available in certain countries, as shall be determined by the Company at our sole discretion.
- f) You acknowledge that all amounts due to the Company shall be deducted from your e-wallet cash equity as appearing in your account.

§ 8 PAYMENTS AND WITHDRAWALS

- a) You may deposit money into your e-wallet at any time. The Company will only accept payment methods which identify the sender. Unless otherwise approved by the Company third party or anonymous payments cannot be accepted. If Mainston cannot identify the sender of the money, it reserves the right to reject the money and return it to the remitter less transfer fees or other charges.
- b) As to AML regulations (Anti Money Laundering), you may be required to submit additional documentation in connection to any transactions.
- c) According to our AML procedures any withdrawal request will be paid to the same customer that originally deposited money with the Company via any of the payment methods used when the e-wallet was initially funded, so-called original payment method.

§ 9 Service Partners

- a) We reserve the right to use our affiliates’ e-wallets and payment processing accounts as well as service partners to process your deposits and withdrawals on our behalf. Your funds may be aggregate with other customers’ funds within an omnibus sub-account on our behalf and transferred to us upon intervals to be determined by us in our sole discretion.

Mainston International OÜ

Terms & Conditions

b) Customer funds in e-wallets will be segregated by the Company and held in segregated accounts or in segregated accounts with another authorized service partner of the Company in accordance with the applicable laws and regulations.

c) Prior to the use of third party service partners the Company is requesting regular due diligence of the potential partner including for example collecting background information, review the specific expertise & market reputation; review of financial statements. Checks on credit rating and revisions are also part of the Company's monitoring to make sure service partners are reliable.

d) However the Company will not be liable for the solvency, acts or omissions of any service partner / bank or other third party holding client money.

e) Any transaction placed or executed under these T&C are subject to all applicable laws and regulations of the exchanges, markets and other service partners which Mainston may elect to provide its services.

f) You will find a list in Schedule 1 of all actual service partners with their functionality and links to their websites containing their respective T&C / regulations that apply in addition on our Company website in the section "Service Partners".

§ 10 INTELLECTUAL PROPERTY

All Company's intellectual property assets ("IP") including but not limited to copyrights, trademarks, service marks, trade names, software code, icons and logos are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties. You are not permitted to use any of IP and/or content for any purpose without obtaining the Company's prior written consent.

§ 11 POTENTIAL TAXATION

You hereby acknowledge and understand that the Company does not collect any taxes for any government authority in any form or manner and you further understand that it is your own responsibility to calculate and pay all applicable taxes applicable in your country of residence arising potentially as a result of your activities using our Services.

§ 12 PRIVACY POLICY / EU GDPR

a) The Company is committed to protect your privacy. This privacy policy explains the use of information collected via our website, connected service partners and customer service operations. As used in this privacy policy, the term "personal information" means any information that may be used to identify an individual or corporation, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home.

b) Whenever you visit Company's website, your Internet browser transmits the following data to our web server: date and time of the website visit, the sender's IP address, the requested resource, http-method and

Mainston International OÜ

Terms & Conditions

User Agent header. However, our web server will store these data separately from other data; hence, it is not possible for us to allocate these data to a specific person. Following an anonymous analysis for statistical purposes, these data will be deleted immediately.

c) The Company uses Cookies for being able to categorize requests and requirements of the Customers. By using cookies, the Company will be enabled to measure the frequency of website visits and the general navigation. Cookies are small text files, which are stored on your computer system. Please note that some of these cookies are being transferred from our server to your computer system - these are usually so-called "session-cookies". "Session-cookies" are characterized by the fact, that they will be automatically deleted from your hard drive at the end of the browser session. Other cookies will remain on the computer, thus enabling the Company to recognize your computer during your next visit. You may, of course, reject cookies at any time, depending on your browser settings. Please note, that specific functions of this website may eventually not be functional or working with restrictions if Cookies are blocked.

d) The Company uses Google Analytics for being able to categorize requests and requirements of the Customer. Google Analytics applies so-called "cookies", text files, which will be stored on your computer and allow analyzing your use of the website. The information created by the cookies referring to your visit of this website (including your IP-address) will be transferred to a server of Google in the USA and stored there. Google will use this information for analyzing your use of the website, for compiling reports on the website activities for the website-operators and for providing additional services related to website and internet usage. Furthermore, Google may eventually pass this information on to third parties, if this is required by law or if third parties will process these data on Google's behalf. Google will never associate your IP-address with other data of Google. You may refuse the installation of cookies by selecting the appropriate settings on your browser software; however please note that if doing so you may eventually not be able to make full use of all the functions of this website. By using this website, you agree that the data collected by Google concerning your person may be processed in the manner and for the purpose described above.

e) The Company collects personal information and usage statistics to maintain a high-quality customer experience and deliver superior customer service. Some information we request directly from the customer registration. Other pieces of data are gathered indirectly from website traffic, your computer hardware and Internet connection. The Company does not disclose personal information you provide to any third parties without your permission. The Company may disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on this web site.

f) The Company gathers stores and utilizes Personal Data worldwide in strict accordance with the applicable law. The Company uses your personal information with your explicit permission to support and extend our business relationship with you.

g) The Company only passes on Personal Data in accordance with statutory requirements and with your permission to third party companies if those companies undertake to comply with our contractual obligations to you and endorse our data protection policy.

h) You can contact the Company at any time if you have any queries or suggestions relating to our data protection policy at support@mainston.com.

Mainston International OÜ

Terms & Conditions

i) EU GDPR: **1) The controller within the meaning of EU data protection law is:**

MAINSTON International O.Ü.
Tallinn Metro Plaza, Viru valjak 2,
Tallinn 10111
Estonia
support@mainston.com.

2) Our data protection officer EU is:

Mr Ain Kabal

E-mail: compliance@mainston.com

j) Personal Data will be used within the core business purpose as providing the services described above in § 1 to meet the contractual obligation.

k) The Company complies with applicable laws and industry standards when transferring, receiving and storing customer data. Access to your personal information is limited to those employees who require the information in order to provide products or services to you as part of their daily business.

l) The personal information provided by a Customer during the registration process is used for the Company's internal purposes only; including third parties who are reasonably necessary to fulfill your service requests like third- party fulfillment service partners, customer support, billing and credit verification services, and the like; as well as to comply with tax and other applicable law; as otherwise expressly permitted by this Agreement or as otherwise authorized by you.

m) This Privacy Policy is also accessible and retrievable on the Company's website

§ 13 DELAYS / Force Majeure

The Company shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, wars, fires, death, curtailment of a party's source of supply, government decrees or any other force majeure or unforeseeable circumstances.

§ 14 PROHIBITED USAGE

The excessive usage violation of the MAINSTON INTERNATIONAL OÜ website www.mainston.com through traffic bots, list spamming or similar action is strictly prohibited. Violations of this policy can result in suspension or termination of the violating customer - besides requesting damage compensation from that individual.

Mainston International OÜ

Terms & Conditions

§ 15 SEVERABILITY / SALVATORY CLAUSE

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Terms & Conditions is held to be invalid or not enforceable, the Company shall have the right to modify the invalid or unenforceable provision or any portion thereof, to the extent required to be valid and enforceable, and the customer shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required. If any of these provisions cannot be applied for whatever reason, this shall not affect the validity of the remaining provisions.

§ 16 GOVERNING LAW

The law of Estonia shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Mandatory regulations of the state where the customer has his normal residence remain unaffected.

The place of fulfilment for all services and products arising from business / service transactions with the Company shall be Estonia insofar as the customer is a merchant, a legal person governed by public law or a special fund under public law.

If the customer is a merchant, legal person governed by public law or special fund under public law, Tallinn shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship with the customer or from these General Terms and Conditions.

Mainston International OÜ Ltd.
Tallinn Metro Plaza, Viru valjak 2,
Tallinn 10111
Estonia

September 10th 2020

Schedule 1 : List of Service partners

ValidityLabs
<https://validitylabs.org>

Tangany
<https://tangany.com>

Mainston International OÜ

Terms & Conditions

Onfido

<https://onfido.com>

ShuftiPro

<https://shuftipro.com>

INBS

<https://www.inbs.io>