

General Terms of Use of the PayExpert Finance App

PayExpert OÜ (hereinafter referred to as PayExpert) offers a financial app for download to mobile devices via its website. The following terms of use governs the use of the app provided by PayExpert in the App-Stores. Before downloading an app, you (hereinafter also: the user) are obliged to expressly agree to these terms of use as part of the contract of use for an app. A contract can only be concluded if you are over 18 years of age or have full legal capacity. PayExpert application is to be pay onetime by onboarding a fee € 11,- and monthly € 4,-.

§ 1 Subject matter of the contract / scope of application

- (1) PayExpert is an innovative company that provides its community with a financial app as well as the technical interfaces for processing payment and exchange transactions in crypto currencies or FIAT money. For payment processing PayExpert uses - as far as necessary - authorized third-party service providers who have the necessary banking and financial supervisory licenses.
- (2) The PayExpert Finance App can be downloaded via the App Store and/or Google Play Store, to which you will be redirected via the PayExpert homepage. For the download of the App from one of these third party providers, the corresponding terms and conditions of the respective third party provider apply additionally.
- (3) The user has no claim to the conclusion of the user contract. PayExpert is entitled to change and adapt the functions and services of the PayExpert Finance App at any time, without prior notice, especially in the case of technological developments.
- (4) Regulations or general terms and conditions of the user that deviate from these general terms of use are only applicable if PayExpert agrees to their validity in writing in advance.

§ 2 Technical requirements

- (1) For the use of the PayExpert Finance App a mobile device is required, which meets certain system requirements. PayExpert is not responsible for compliance with the system requirements. These are the sole responsibility of the user.
- (2) Pay Expert provides the financial app within the scope of its technical and operational possibilities with an availability of 90% (ninety percent) on an annual average. This

does not include periods during which the use of the App is interrupted or impaired for compelling technical reasons or due to necessary maintenance work, without PayExpert being responsible for this in accordance with the provisions of this contract. Also not included are times during which the servers of the App cannot be accessed via the Internet due to technical or other problems that are beyond the control of PayExpert (force majeure, fault of third parties, etc.). To use the PayExpert Finance App to its full extent, you must always use the latest (browser) technologies. When using older or not generally used technologies, it is possible that the use of the PayExpert Finance App is limited.

§ 3 Obligations to cooperate / further obligations of the user

- (1) When using the app, the user must comply with the duties of care necessary for use. In particular, he is obliged to make regular backups of his data so that they can be restored in the event of loss.
- (2) If access to the app requires the user to register, the user is responsible for ensuring that his password is not accessible to third parties. The user assumes full responsibility for all actions taken using his access data.
- (3) The user may not give his profile and access data to a third party for use. The use of the account by third parties constitutes an important reason for a permanent blocking of the user without the need for a prior warning. The user is required in his own interest to immediately notify PayExpert of any knowledge of third parties and any misuse of the account.
- (4) PayExpert reserves the right to refuse registrations at its discretion and without giving reasons.

§ 4 Rights of use and copyright

- (1) The use of certain content or functions of the App may be subject to special conditions.
- (2) The content offered via the PayExpert Finance App is protected by copyright. PayExpert makes them available exclusively for the user's own, non-commercial purposes. For the use of the services mediated via the App, the user acquires for himself the simple, non-exclusive, non-transferable to third parties and limited right of use of the respective App and the mediated content. The right of use permits access to and research in the mediated services.

- (3) Any use beyond this is excluded and requires the prior separate written consent of PayExpert. In particular, the content may not be modified, copied, republished, transferred, distributed or stored without the consent of PayExpert.
- (4) It is not permitted to distribute or otherwise transfer the app to third parties (including renting, leasing, lending or sublicensing). Furthermore, it is prohibited to modify, reverse engineer, decompile, disassemble or otherwise determine the source code of the App or parts thereof, or to create derivative works of the App.

§ 5 Right of withdrawal

- (1) If the contract is concluded with PayExpert (and not with the marketplace operator such as Google or Apple), the user has a legal right of withdrawal from PayExpert, which is explained below. The exceptions to the right of withdrawal are regulated in paragraph (3). In paragraph (4) is a sample of a revocation form.

- (2) Cancellation Policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (info@pay-expert.com) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the attached model revocation form for this purpose, but this is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this contract, we must reimburse you for all payments we have received from you immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

- (3) The right to revoke a purchase via an app expires when PayExpert has begun to execute the contract, i.e. with the provision of the paid functions of the financial app, after the user has expressly agreed that the provider begins to execute the contract

before the end of the revocation period, and has confirmed his knowledge that he loses his right of revocation by his agreement with the beginning of the execution of the contract.

Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back).

- To: (info@pay-expert.com)

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- e-mail address of the consumer(s) registered with PayExpert

- Signature of the consumer(s) (only in case of communication on paper)

- Date

(*) Delete as applicable

§ 6 Warranty / Liability

- (1) PayExpert assumes no liability for the accuracy, timeliness and completeness of the content provided with the App and their selection.
- (2) PayExpert does not guarantee that the financial app or the content mediated here is compatible with the hardware and software of the user's mobile device. Furthermore, PayExpert does not guarantee that this content is available at any time or at certain times without restriction or that it meets certain performance and functional requirements.
- (3) PayExpert reserves the right to temporarily or permanently discontinue the offer of the financial app or the mediated content in whole or in part.
- (4) PayExpert is not liable for damages caused by errors, delays or interruptions in transmission, malfunctions of the technical equipment and service, incorrect or incomplete data, viruses or in any other way in the use of the financial app, unless they are based on intent or gross negligence.
- (5) PayExpert is only responsible for such content that has been created, published or distributed by PayExpert.

- (6) The content of external websites which can be reached via hyperlinks from the Apps are external content over which PayExpert has no influence and for which no warranty is given.

- (7) PayExpert is liable for material defects and defects of title, regardless of the legal grounds, only insofar as PayExpert has fraudulently concealed the respective material defect or defect of title. In addition, PayExpert, its legal representatives and vicarious agents are only liable for compensation for any damages incurred due to the provision of the App free of charge in the case of intentional or grossly negligent misconduct or in the case of culpably caused damages from injury to life, limb or health. Claims under the Product Liability Act shall remain unaffected.

§ 7 Privacy Policy

The privacy policy of PayExpert applies, which can be accessed under the following link: [Privacy Policy](#).

§ 8 Agreements with third parties

PayExpert makes agreements from time to time with third parties that are external service providers and provide PayExpert and you with the software/technology/IT for products or services and have the necessary financial regulatory approvals for payment processing, if applicable. You agree to comply with the terms and policies of such third parties to the extent they are posted on the PayExpert Finance App or linked to the third party's website. These conditions and guidelines may change at any time. Any changes will be brought to your attention in advance.

§ 9 Changes to the terms of use

- (1) PayExpert has the right to change, adapt or amend these terms of use from time to time. The latest version of the terms of use is available on our website and/or in the App Stores.

- (2) Possible changes to these Terms of Use are usually made due to the addition of new features or changes in laws or applicable regulations.

§ 10 Applicable law / Place of jurisdiction

The law of Estonia shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. For users who are not consumers or who do not have an ordinary place of

jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with these terms of use is the registered office of PayExpert.

§ 11 Miscellaneous

(1) Should individual provisions of these terms of use be or become invalid or impracticable, the validity of the remaining provisions shall remain unaffected.

(2) Information on dispute resolution: The EU Commission provides a platform for online dispute resolution (OS) at <http://ec.europa.eu/consumers/odr>. However, we are neither obliged nor prepared to participate in dispute resolution proceedings before a consumer arbitration board.

Status of the General Terms of Use: 27.02.2020