

## BUSINESS CONSOLE TERMS AND CONDITIONS

Please read the following terms and conditions of the Business Console Service ("**Business Service**" or "**Services**"). If you do not want to be bound by these terms and conditions ("**Terms**"), do not attempt to Log In, undergo KYC process, and, if successful accept the Services. By using the Services, you ("**you**", "**your**" or "**Business**") agree that you have read, understood and agree to these Terms which shall form a legal agreement between you and Moreover4u2 Ltd, with address in International House, 12 Constance Street, London, E16 2DQ ("**us**", "**we**", "**our**" or "**Company**").

### 1. DEFINITIONS

- 1.1 "**Applicable Laws**" means all applicable statutes, acts of the state legislature or parliament, laws, ordinances, rules, bylaws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, tribunal, board, court or recognized stock exchange, as may be applicable, international treaties and regulations.
- 1.2 "**Billing Model**" means any of the billing options to the Business Console, located at <https://console.dokwallet.app>.
- 1.3 "**Business**" means any merchant, whether an individual or an entity, that uses the Business Console Platform to offer the services to its Customers.
- 1.4 "**Business Console**" means the web based Platform which offers Business the ability to register, sign in and set up their Billing Models, via our automated Billing Model generator located at <https://console.dokwallet.app>.
- 1.5 "**Cryptocurrency**" means any cryptocurrency supported by the Services and excluding, unless expressly specified in the Services, any derivative coins or tokens which interact with the aforesaid cryptocurrency.
- 1.6 "**Crypto Assets**" means any decentralized digital or virtual currency that can be earned or exchanged on or through the Services.
- 1.7 "**Customers**" means the Business' end users who use the Platform provided by the Business.
- 1.8 "**Fees**" means any transaction fees that the Company may impose in the future on the Business Console located at <https://console.dokwallet.app>. The Company may amend and/or add and/or remove Fees from time to time, per its sole discretion.
- 1.9 "**Intellectual Property Rights**" means all intellectual property rights, including, without limitation: (a) all inventions, whether patentable or not, all improvements thereto and derivatives thereof, and all patents and patent applications; (b) all registered and unregistered marks, domain names and registrations and applications for registration thereof; (c) all copyrights in copyrightable works, all

other rights of authorship, including without limitation moral rights, and all applications and registrations in connection therewith; (d) all trade secrets and confidential business and technical information (including, without limitation, research and development, programming, know-how, proprietary knowledge, financial and marketing information, business plans, formulas, technology, engineering, production, operation and any enhancements or modifications relating thereto, and other designs, drawings, engineering notebooks, industrial models, software and specifications); (e) all rights in databases and data compilations, whether or not copyrightable; and (f) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media).

- 1.10 "**Losses**" means all penalties, losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
- 1.11 "**Payment**" means the net amount a Business charges Customer minus Fees.
- 1.12 "**Platform**" means the online platform operated by the Company, and which is accessible at <https://console.dokwallet.app>.
- 1.13 "**Privacy Policy**" as available at <https://console.dokwallet.app> as may be amended from time to time.
- 1.14 " **Payment Protocol**" means the automated payment protocol used by Business' Customers, to make secure payments using Cryptocurrency.
- 1.15 "**Services**" means the Platform, Business Console, and any services which are made available from time to time through the Platform, including any software may include as part of the foregoing ("**Software**").

## 2. **SERVICES**

- 2.1 Subject to these Terms, we hereby grant to you a non-exclusive, non-transferable, revocable license to use the Services under these Terms.
- 2.2 You may use the Services to:
  - (a) register, Log In and set up the Billing Model/s for charging your Customers; and
  - (b) monitor transaction requests relating to any Cryptocurrency to the relevant cryptocurrency network in accordance with the instructions your Customers provide via the Services.
- 2.3 By submitting any Customer transaction, you authorize the Company to submit your Customer's transaction.
- 2.4 By accessing or using the Services, you hereby agree to the Risk Disclaimer and to the Privacy Policy which are incorporated herein by reference.

### **3. BUSINESS OBLIGATIONS**

- 3.1 The Business acknowledges its responsibility as the Customer facing entity. The Business is solely responsible for delivery of the Services to the Customer and is liable to the Customer for all fulfillment of its obligations set out herein.
- 3.2 By using the Services set out herein you are confirming that you are duly authorized by the Business to use the Services, are of the legal age in the state or country where your business is located to enter into these Terms, and have obtained all the necessary licenses and certificates required to perform your obligations.
- 3.3 You represent and warrant that you have full corporate authority to enter into this relationship with the Company and that by entering into this relationship the Business does not violate or breach any obligation to any third party and does not violate any applicable law and/or regulation.

### **4. RESTRICTIONS**

- 4.1 By accessing or using the Services on your, or your Customer's, behalf you represent and warrant on an ongoing basis that your Customer shall:
- 4.2 You shall not misuse the Services or do (or attempt to do) any of the following acts:
  - (a) violate any Applicable Laws;
  - (b) infringe any of the Intellectual Property Rights of any party;
  - (c) make alterations to, or modifications of, the whole or any part of the Services, nor permit the Services or any part of it to be combined with, or become incorporated in, any other programs;
  - (d) provide or otherwise make available the Services in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person, other than as permitted herein;
  - (e) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the Services, any portion thereof or any content displayed therein, to any third party, except as explicitly permitted in these Terms or with our prior permission;
  - (f) decompile, reverse engineer, disassemble, enhance, or otherwise make any attempt to discover the source code of, modify, reproduce, hack, or create derivative works from the Services or any portion thereof or any content displayed therein;
  - (g) engage in any unlawful or fraudulent activity, including (for example) any transactions involving prohibited or controlled substances, illegal content and services, money-laundering or the funding of terrorism; or
  - (h) use the Services in any manner which may interfere with, disrupt, disable, overburden or impair the any server of the Company, any computer system or network connected to the server of the Company.
- 4.3 Regional restrictions Citizens, nationals, residents (tax or otherwise) and/or green card holders of each of: (i) South Korea; (ii) the People's Republic of China; Afghanistan, American Samoa, The Bahamas, Botswana, Democratic People's Republic of Korea, Ethiopia, Ghana, Guam, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Puerto Rico, Samoa, Saudi Arabia, Sri Lanka, Syria,

Trinidad and Tobago, Tunisia, US Virgin Islands, Yemen or (iii) any other jurisdiction which prohibits the possession, dissemination or communication of Digital Assets or any other Restricted Persons are not permitted to use the Services. The term "Restricted Persons" refers to any firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is established and/or lawfully existing under the laws of a Restricted Jurisdiction. The Company's Digital Assets are not intended to constitute securities in any jurisdiction, nor any other form of investment. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with Digital Assets ("**Regional Restrictions**").

## **5. LOG IN; KYC/AML POLICY; SECURITY**

- 5.1 Business will follow at all times the Company's instructions on the Platform as to the Log In procedures for the Business Services. The Company cautions you to carefully review any electronic messages purporting to originate from the Company and to be aware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company advises you to always provide your Log In through the Platform only and avoid using unauthentic communications advising you of other options to provide your Log In details to gain access to the Business Services offered through the Platform.
- 5.2 Business has provided KYC and AML documentation to the full satisfaction of the Company, and has performed thorough due diligence, Know Your Client ("**KYC**") and Anti-Money Laundering ("**AML**") checks, and none of the transfers received by the Business through the Services violate any applicable anti-money laundering and counter-terrorist financing laws and regulations, nor violated any provision of the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act (2010), or Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, or any other applicable anti-corruption or anti-bribery statute, nor was ever subject to any investigation by, or has ever received a request for information from any governmental body relating to corruption or bribery under any statute. Business acknowledges that any breach of this representation by Business will entitle the Company to terminate these Terms with immediate effect and without liability of any kind whatsoever.
- 5.3 Business is responsible for all use of the Services and the confidentiality of its password(s), including choosing safe passwords and ensuring file protections are set correctly. The Company will suspend or change access to the Services immediately upon notification by you that your password has been lost, stolen or otherwise compromised.
- 5.4 The Company will not be liable in any way whatsoever for any lost profits that may occur as a result of any such suspension.

## **6. FEES; PAYMENT**

- 6.1 The Company shall charge, and Business agrees to pay, the Fees set forth at the Business Console, for the Services and transactions provided by the Company to you. The Company shall have the right to change the Fees upon

providing notice to Business at least ten (10) days prior to the effective date of any such changes.

## **7. NO CONTROL OVER BLOCKCHAIN**

- 7.1 The Company is not the creator of, and does not have any control over, any of the Crypto Assets that the Software allows your Customer to use. Your Customers shall be solely responsible for their choice of, and use of, Crypto Assets.

## **8. LINKS TO THIRD PARTY SITES**

- 8.1 The Services may be integrated with third party services. Although the Services make it easy to engage with integrated third parties, the Company shall not be responsible for any consequences resulting from your use of third party integrated services. The inclusion of any such links is not an endorsement or verification of such linked websites or content, and any access or use of such linked websites or content is entirely at your own risk. If you require assistance with a third party integration then you should contact such third party.

## **9. SPECIFICALLY DISCLAIMED RISKS**

- 9.1 Using Crypto Asset related software necessarily entails many risks. The Company specifically disclaims and shall have no liability to you or your Customers for the following risks:
- (a) Crypto Assets are not backed by governments or central banks. They are not protected by government deposit protection schemes. Crypto Assets may be extremely volatile. Cryptocurrency technology is extremely nascent and unproven. Cryptocurrency software and providers are regularly subject to hacking attempts resulting in loss of funds. The Company is not the creator of, and does not have any control over, any of the Crypto Assets that the Software allows you or your Customers to use. Your Customers shall be solely responsible for their choice of and use of Crypto Assets;
  - (b) a Crypto Assets protocol may fail resulting in total loss of Crypto Assets held by Customers;
  - (c) disasters may damage the Crypto Assets systems resulting in loss of Crypto Assets held by Customers;
  - (d) operating system failures (mobile or desktop);
  - (e) interactions between your hardware, software and the Services;
  - (f) communication delays between your Software and a node or relay service for a Crypto Asset (and vice versa); and
  - (g) failure to achieve a certain market value or price for a Crypto Asset, whether through a third party service or any other kind of transaction (i.e. due to delays).

## **10. MODIFICATIONS**

- 10.1 The Company may, from time to time and without giving any reason or notice, modify, upgrade, suspend, or discontinue (the "**Modifications**") the Platform, the Services or any part thereof. The Company shall not be liable if any Modification affects your, or your Customer's, use of the Services.
- 10.2 The Company reserves the right to update or amend these Terms at its sole and absolute discretion, and the most current version will always be posted on

our website (as reflected in the "**Last Updated**" heading). It is your responsibility to review these Terms on a periodical basis. If you use the Platform or the Services after the Terms are posted online, you are deemed to have accepted any Modifications. If you do not accept the updated Terms, your sole and exclusive remedy is to stop access to and use of the Platform and the Services.

## **11. LIMITATION OF LIABILITY; INDEMNIFICATION**

11.1 The Services are provided to you on an "AS IS" and "AS AVAILABLE" basis and without any warranty, to the maximum extent permissible by law. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the Services. Without prejudice to the generality of the foregoing, the Company does not warrant any of the following:

- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and information contained in the Services;
- (b) that the Services are free from any computer viruses or other malicious, destructive or corrupting code, agent, program or macros; or
- (c) the security of any information transmitted by you or to you through the Services, and you accept the risk that that any information transmitted or received through the Services may be, for example, accessed by unauthorized third parties or disclosed by the Company or its officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic, or incorrect data transmission due to the public nature of the Internet.

11.2 We will not be liable or responsible for any act or event beyond our control, including without limitation the matters listed in Section 9.

11.3 To the maximum extent permitted by law, we (including our and our subsidiaries' shareholders, directors, officers, employees, and agents) shall not be liable for any personal injury, indirect, incidental, special, exemplary, consequential or punitive damages, or any loss of profits or revenues (regardless of whether we were advised of the possibility of such damages), whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from: (a) your, or your Customer's, access to, or use of, or inability to access or use the Services; and/or (b) any conduct or content of any third party on the Services. In no event shall our (including our and our subsidiaries' shareholders, directors, officers, employees, and agents) aggregate liability for all claims relating to the Services exceed one hundred U.S. Dollars (U.S. \$100.00). Applicable Laws may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you or your Customers. In such cases, our liability will be limited to the fullest extent permitted by Applicable Laws.

11.4 You agree to indemnify the Company against any Losses incurred due to your, or your Customer's, use (or misuse) of the Services.

## **9. TERMINATION**

9.1 The Company reserves the right to terminate these Terms with immediate

effect, or to disable, suspend or terminate your, or your Customer's, access to and use of the Services, without giving any reason, notice or indemnity to you, or your Customers.

9.2 Upon termination for any reason:

- (a) you must immediately cease all activities authorized by these Terms; and
- (b) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **10. MISCELLANEOUS**

10.1 We may transfer our rights and obligations under this License to another organization, but this will not affect your rights or our obligations under this License.

10.2 Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

10.3 If at any time any provision of these Terms shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms.

10.4 These Terms constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this License. You agree that you shall have no claim for negligent misrepresentation or negligent misstatement based on any statement in this in this License.

10.5 The Company and you both agree to pay any and all taxes that are imposed on your respective businesses. If the Company is required to pay taxes for you, you will immediately reimburse the Company for those taxes and any fines, penalties and interest, or you agree that the Company may deduct them from any payments to you.

10.6 The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

10.7 Nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the

parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section. Neither party is the agent of the other. We expressly disclaim any responsibility for any conduct by you in violation of these Terms.

- 10.8 These Terms and any non-contractual obligations arising out of or in connection with these Terms shall be governed by, and construed in accordance with, the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of London.