

## Terms and Conditions

### 1. General provisions

1.1. These Terms and Conditions are published on the website [www.gauscrypto.com](http://www.gauscrypto.com) and govern the relationship between GAUS Crypto LLC (Registration No. 405769654, hereinafter referred to as the "Provider") and its user/client when the Provider provides virtual asset services.

1.2. The Provider undertakes to deliver services related to virtual assets to the user, while the user, by agreeing to these Terms and Conditions, undertakes to comply with the requirements established herein and to pay the applicable service fees.

1.3. During registration as a client in the Provider's system, the user, through the registration application/KYC questionnaire, confirms that they have read, understand, and agree to these Terms and Conditions, and that all of its provisions fully apply when the user utilizes the Provider's services.

1.4. By using the Provider's services/products, the user confirms that the purpose and intended nature of their business relationship with the Provider is the purchase and/or sale of virtual assets in exchange for other virtual assets or standard (fiat) currency.

### 2. Definition of terms

For these Terms and Conditions, unless the context requires otherwise, the terms shall have the meanings assigned to them in this Article:

1. **User** - any natural or legal person receiving the service of the Provider;

2. **Virtual asset** - a digital representation of value that is fungible and non-unique, which can be transferred or traded in digital form, and is used for investment and/or payment purposes. A virtual asset does not include the digital representation of funds, securities, or other financial instruments;

3. **Convertible virtual asset** - a virtual asset that has an equivalent market value in national or foreign currency, another virtual asset, and/or a financial instrument into which it can be exchanged;

4. **User's Wallet/Bank Account** - means a location, wallet, address, account, or storage device that is not created by the Provider and is indicated by the user in the application as the place where the virtual asset and/or fiat currency shall be transferred/credited to the user in accordance with these Terms and Conditions;

5. **Provider's Wallet/Bank Account** - means a location, wallet, address, account, or storage device designated by the Provider as the place where the user shall transfer/credit the virtual asset and/or fiat currency to the Provider in accordance with these Terms and Conditions;

6. **Fiat money, Standard Currency** - the national currency of Georgia or any foreign currency (e.g., USD, EUR);

7. **Application/Conversion Document** - a request submitted by the user to the Provider in the form prescribed by the Provider, through which the user expresses the intention/consent for the Provider to carry out and/or suspend/terminate/modify the virtual asset service in accordance with the terms of the application.

Other terms used in these Terms and Conditions have the meaning defined by Georgian legislation, including legal acts of the National Bank of Georgia.

### 3. Terms of Service

3.1. To receive the Provider's services, the user registers as a client in the Provider's system at the Provider's service center/branch.

3.2. During the registration process, the user is obliged to provide the Provider with correct and truthful information/data. In the event of any changes, the user is obligated to provide the updated information to the Provider immediately.

3.3. During the registration process, the user is required to undergo the identification/verification procedure established by the Provider and required by the legislation of Georgia.

- 3.4. During the user's registration and identification/verification process, the Provider is entitled to request any additional information/documentation from the user.
- 3.5. Upon successful completion of the registration, confirmation of the Terms and Conditions, and the identification/verification process, the user is entitled to utilize the following services/products provided by the Provider:
- to purchase or sell virtual assets in exchange for other virtual assets or standard (fiat) currency;
- 3.6. For the purpose of executing purchase/sale operations at the service center/branch, a conversion document corresponding to the user's request shall be generated.
- 3.7. By signing the conversion document, the user consents to the provider's execution of the request. Once consent is given, the user cannot cancel the transaction.
- 3.8. The user is responsible for the accuracy and completeness of the details provided to the Provider.
- 3.9. The time of receipt of the application is the moment when the provider receives the user's request to execute a specific transaction.
- 3.10. If the Provider refuses to execute the operation requested by the user, the Provider is obliged to inform the user thereof. The Provider is not obligated to explain the reason for such refusal.
- 3.11. The Provider shall ensure the execution of the application no later than 30 minutes from the occurrence of the condition specified in clause 3.13, except for cases specified in these Terms and Conditions.
- 3.12. If, during the processing of the application and/or before its completion, the exchange rate recorded at the moment of the application's creation changes by 0.3% or more, or if there are network delays during the confirmation of the transaction, the application shall be recalculated according to the current market rate, or the user shall be refunded the monetary funds. In cases where a virtual asset is to be refunded, the applicable network service fee shall be deducted from the amount of the virtual asset returned.
- 3.13. The exchange of virtual assets and/or fiat currency shall be carried out only after the virtual asset and/or fiat currency has been transferred/credited to the Provider's wallet and/or bank account, or delivered to the cash desk, and the Provider has received the virtual asset and/or fiat currency.
- 3.14. Upon successful transfer of the virtual asset to the Provider's wallet and the Provider's receipt of such virtual asset, the exchange into fiat currency and its delivery to the user shall be carried out via bank transfer and/or physically at the Provider's service center/branch. Upon successful crediting of fiat currency to the Provider's bank account/delivery to the cash desk and the Provider's receipt of such fiat currency, the exchange into virtual assets and the transfer thereof shall be carried out by the Provider to the user's wallet. The parties agree that all transfers (if any) and the delivery of virtual assets shall be made through the bank account/wallet specified in the application.
- 3.15. Upon the Provider's exchange of fiat currency into virtual assets and/or virtual assets into fiat currency, or the exchange of virtual assets into other virtual assets, and following the transfer/credit of such virtual assets and/or funds to the user/user's wallet or bank account, the user grants and transfers to the Provider full ownership rights over the fiat currency and/or virtual assets that belong to the user. The user shall no longer have any ownership rights over such fiat currency and/or virtual assets.
- 3.16. Once the Provider exchanges fiat currency into virtual assets and/or virtual assets into fiat currency or other virtual assets, and transfers/credits the virtual assets and/or fiat currency to the user's wallet and/or bank account/ cash desk, the Provider's obligations under these Terms and Conditions shall be considered fulfilled.
- 3.17. The user has the right to additionally request from the Provider a certified document confirming the execution of the operation. The document confirming the execution of the application shall be issued in physical or electronic form. Information regarding completed applications shall be stored in the Provider's system.

#### **4. Additional terms and conditions**

- 4.1. The Provider is entitled, before or during the course of the business relationship, to request from the user any information/documentation related to the provision of services under these Terms and Conditions and/or arising from legislative and/or regulatory requirements/rules.
- 4.2. At the Provider's request and/or as required by law, the user is obliged to provide the Provider with information/documentation regarding the origin of virtual assets and/or funds.

- 4.3. The Provider is entitled to refuse to execute a transaction until the user provides the requested information/documentation.
- 4.4. The Provider is entitled to disclose information related to the user to law enforcement or other competent authorities if such disclosure is required by law or relevant regulatory requirements. In addition, the Provider is entitled to provide any information/documentation related to the user to an external auditor, consultant, or advisor providing professional services to the Provider.
- 4.5. The Provider is entitled, in accordance with legal requirements for the execution of transactions, to provide third parties, including banks and/or other providers, with the information/documentation received from the user.
- 4.6. The Provider shall not be held liable for any possible delays caused by the documentation provided by the user and/or due to third parties involved in the execution of the transaction.
- 4.7. If the Provider has not yet executed the transaction and determines that, due to the user's failure to comply with the requirements established by these Terms and Conditions and/or applicable legal requirements, it is unable to receive fiat currency and/or virtual assets, the Provider shall return the credited/transferred fiat currency and/or virtual assets to the user, excluding any network fees (if applicable).
- 4.8. The user declares and confirms that:
- 4.8.1. Any fiat currency and/or virtual assets transferred to the Provider are not derived from criminal activity and are not intended to conceal or disguise the illicit origin of funds or to assist any person involved in money laundering or terrorist activities;
- 4.8.2. The user acknowledges that the value of virtual assets may fluctuate, and that the value of the virtual asset received by the user may differ (higher or lower) from the fair market value or any other measure of the virtual asset's value at the time of its transfer/exchange by the Provider;
- 4.8.3. The user is aware that the Provider does not recommend any specific virtual asset, transaction, or trading strategy. All decisions related to transactions are made solely by the user, and the Provider shall not be responsible for, nor assume any obligation regarding, the outcomes of the user's decisions;
- 4.8.4. The user acknowledges that transactions involving virtual assets carry risk, and they are solely responsible for evaluating the advisability and suitability of purchasing or selling virtual assets in accordance with their financial situation, exercising due care and caution;
- 4.8.5. The user uses the Provider's services at their own risk, discretion, and judgment;
- 4.8.6. The use of the Provider's services is permitted under the laws of the user's jurisdiction (country of permanent residence);
- 4.8.7. The user is responsible for paying any taxes or fulfilling any other legal obligations that may arise from the use of the Provider's services;
- 4.8.8. The user has full legal capacity and authority to acknowledge and accept these Terms and Conditions;
- 4.8.9. The user, its founders, management, or members of its executive/supervisory bodies, as well as the user's beneficial owner(s) and/or their affiliated persons (for the purposes of this clause, this includes any person who, in the Provider's assessment, including for sanctions purposes, may, by virtue of a business, familial, or other close relationship, directly or indirectly influence such person or their decisions, or directly or indirectly own and/or control them), at any time prior to confirming these Terms and Conditions or during their validity:
- 4.8.9.1. are not/will not be on the list of persons sanctioned by the United Nations (UN) or/and the European Union or/and the United Kingdom or/and the United States of America or/and Georgia or/and any other state or/and international organization (hereinafter collectively or separately "Designated Person(s)") (hereinafter collectively or separately "Designated Person(s)"), or/and no sanctions are/will be imposed on them (for the purposes of this paragraph, sanctions include, among others, a restriction, policy, prohibition, or other type of direction determined by the Designated Person(s));
- 4.8.9.2. Are not/will not be residents of a country to which the authorized person(s) is/are subject to full trade sanctions/restrictions;
- 4.8.9.3. They will not, directly or/and indirectly, including through other person(s), enter into/will not enter into any transaction (including facilitating the entry into a transaction) with any person and/or entity that is/will be included in

the list of sanctioned persons/will be subject to sanctions and/or that is a resident of a state or/and operates in a territory to which comprehensive trade sanctions/restrictions apply.

4.8.9.4. Will not directly or/and indirectly, including through other person(s), enter into any transaction (including facilitating the conclusion of a transaction) with a party/property/asset/product/service that is subject to full and/or targeted and/or sectoral sanctions/restrictions.

4.8.10. In the event that any statement made in accordance with clause 4.8.9 is found to be false, and the actions taken by the user constitute a violation or circumvention of sanctions, and/or if, as a result, there is, in the Provider's assessment, a risk of sanctions being applied to the user, its founders, management, or members of its executive/supervisory bodies, as well as the user's beneficial owner(s) and/or their affiliated persons, or if any of the aforementioned persons becomes subject to sanctions, the Provider shall, in addition to any other actions provided for under these Terms and Conditions, have the right to act in accordance with the sanctions imposed by the competent authority and to carry out any and all actions required or requested by the competent authority or body, including, without limitation, withholding from the user the ability to dispose of or manage any funds and/or virtual assets.

## **5. Privacy Policy, Information Confidentiality**

5.1. The Provider takes care of and protects the user's personal and confidential information collected and processed during the use of the Provider's services. [The Privacy Policy](#) forms an integral part of these Terms and Conditions.

5.2. In the event of questions or requests regarding the processing of personal data, the user is entitled to contact the Provider at the following address: [info@gauscrypto.com](mailto:info@gauscrypto.com).

5.3. The user has the right to receive, free of charge, information/copies regarding: the data processed about them, the purpose of data processing, the legal basis, the source of data collection/acquisition, the identity of the data recipient, the basis and purpose of data transfer, automated processing including decisions resulting from profiling and the logic thereof, the storage period or the criteria for determining such period. The user may request correction, updating, or completion of inaccurate, incorrect, or incomplete data; suspension, deletion, destruction, blocking, or transfer of data processing (including profiling); and may request not to be subject to decisions made solely based on automated processing, including profiling. The user may contact the personal data protection authority and/or a court. The user may also, at any time, withdraw their consent without explanation. However, if the user refuses the processing of data, the Provider is entitled to refuse service provision and terminate any contract of any type and content with the user. Additionally, in certain cases, due to the Provider's legal requirements or the need to justify retention, and/or for other grounds provided by law, the immediate suspension, deletion, blocking, or destruction of personal data may be restricted.

5.4. The parties are obliged not to disclose confidential information during the entire period of service provision and after its termination, without the prior written consent of the other party. Confidential information means any documentary or other type of information arising from these Terms and Conditions and/or any related agreement.

5.5. This restriction does not apply to information:

5.5.1. that was known to the receiving party before its disclosure by the other party;

5.5.2. that is disclosed by the parties in compliance with legal requirements or for the purpose of complying therewith;

5.5.3. that is disclosed by either party in court/arbitration proceedings to exercise or protect its rights and/or in connection with such proceedings;

5.5.4. that can be lawfully obtained from other sources, including public sources;

5.5.5. that is permitted to be disclosed to third parties in accordance with these Terms and Conditions and/or any other provision of any related document;

5.6. The Provider shall not be liable for any consequences arising from a message sent to a third party based on the contact information provided by the user.

## **6. Dispute resolution**

6.1. The Parties shall take all measures to resolve any and all disputes or disagreements arising between them through negotiations.

6.2. If the issue cannot be resolved by agreement, the dispute will be considered and resolved by the court of Georgia, in accordance with the rules established by the current legislation.

## **7. Final provisions**

7.1. These Terms and Conditions and the rights and obligations of the parties arising therefrom are governed by the current legislation of Georgia.

7.2. The Provider is authorized to unilaterally change these Terms and Conditions to impose additional terms of service. The Provider is also authorized to change/impose any fees at any time without prior notice. The user is obliged to review the current version of the Terms and Conditions published on the website [www.gauscrypto.com](http://www.gauscrypto.com) before receiving the service.

7.3. The parties are authorized to terminate this Agreement unilaterally, upon at least one business day's prior notice to the other party.

7.4. Any official communication between the parties will be carried out in writing. The written form is equivalent to the notification via the e-mail specified in the registration data. It is also possible for the provider to send a notification via short text message.

7.5. The failure to exercise any right provided under the terms and conditions shall not be deemed a waiver of such right.

7.6. The invalidity or unenforceability of any individual provision of the terms and conditions shall not affect the validity or enforceability of the remaining provisions.

7.7. Words denoting the singular also include the plural and vice versa; likewise, words denoting the masculine gender include the feminine or neutral gender and vice versa. The headings of this document are provided for convenience only and shall have no effect on the content or interpretation of these Terms and Conditions.

7.8. In the event of any inconsistency between the Georgian version of these Terms and Conditions and any other language version, the Georgian version shall prevail.

7.9. The provider's activities are supervised by the National Bank of Georgia (address: Tbilisi, Sanapiros St. No. 2), in accordance with the current legislation of Georgia.

7.10. In case of any questions related to these Terms and Conditions and the information provided on the website, the user may contact us in writing at the address: Tbilisi, I. Chavchavadze Avenue No. 33e or via e-mail: [info@gauscrypto.com](mailto:info@gauscrypto.com).