Terms and Conditions

TERMS & CONDITIONS OF UAB MOBILUM TECH

Last updated: 3rd May 2023

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 the websites, servers, mobile applications, any software, and the framework, API, and a 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. You can always view the current Terms at our Site: https://www.mobilum.com/terms-and-conditions/.

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, form 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 forms an integral part.

·   **Digital Asset** – means a peer-to-peer decentralized digital representation of value – products, commonly known as cryptographic tokens, digital tokens, or cryptocurrency (Bitcoins, Ethereum, Tether, tokens, etc.).

·   **Fiat** – means the government-issued currency that is approved and accepted by Mobilum for the User to use the services under these Terms.

·   **Force Majeure** – means war, emergency, accident, blackouts, strikes, labor actions, riots, insurrections, civil commotion, labor 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 the conclusion of the Contract / Terms or to have avoided or overcome it or its consequences.

· **Partner** – credit card acquirers, banks, KYC/AML providers, technology providers or vendors of any kind.

· **Parties** – Mobilum and the User jointly.

· **Purchase** – means a transaction involving a transfer of cryptocurrencies to the User.

· **Sale** – means a transaction involving a transfer of cryptocurrencies from the User.

· **Services** – means all and any services provided by Mobilum, including but not limited to the service of exchanging a virtual currency against a fiat currency, virtual currency against another virtual currency, and virtual currency wallet service.

· **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.

· **Store** – means storing of the User's cryptocurrency in a wallet owned and/or operated by the Mobilum at User's behalf and his disposal.

· **Swap** – means a transaction involving a transfer of a different cryptocurrency from the User and different cryptocurrency to the User where exact amounts are agreed by the User.

· **Terms** – the present document which contains terms which are accepted by the User by ticking a checkbox when registering or using any 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 organization also while having a legal personality, which uses Mobilum Services to make Purchase, Sell, Swap, or Store of cryptocurrencies.

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

SUBJECT MATTER OF THE GENERAL TERMS

Mobilum provides an online Digital Asset on-ramp and off-ramp service. Mobilum functions as a virtual currency service provider and not as a buyer or seller in trades made between the Users and the Partners. The User acknowledges and agrees that, when completing trading transactions, that Mobilum may act as a provider of cryptocurrencies in such transactions, e.g. the 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 any other Digital Assets that can be acquired via Mobilum Services.

Mobilum strives to maintain the accuracy of the information on the Site and/or given 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 crypto services *(this list may be revised, please check relevant data on our website from time to time)*:

Bitcoin, USDT (USDT Tether), Ethereum (ETH), Cardano (ADA), Aave (AAVE), Basic Attention Token (BAT) , Bitcoin Cash (BCH), Compound (COMP), Dogecoin (DOGE), Polkadot (DOT), Enjin coin (ENJ), EOS (EOS), Flow (FLOW), Kyber network (KNC), Chainlink (LINK) , Litecoin (LTC), Polygon native (MATIC) , Polygon ERC-20 (MATIC ETH), Maker (MKR) , Omisego (OMG), Synthetix (SNX), Solana (SOL), Stacks (STX), Tron (TRX), Uniswap (UNI), Vechain (VET), Stellar (XLM) and Tezos (XTZ).

Mobilum can extend or limit the amount of cryptocurrency that the User can buy. At times, Mobilum may refuse the User's instruction to buy or sell cryptocurrency. If Mobilum does so, Mobilum will not be responsible for any losses incurred by the User.

Mobilum may deny User's instructions if:

–   there is not enough liquidity available for the desired cryptocurrency,

–   one of the Partner'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 with the AML/CTF regulations,

–   – the user fails or refuses to undergo KYC verification.

SERVICES
Mobilum offers the following services.

Purchase services to individuals and businesses:

(a) fiat to the crypto widget gateway allowing a purchase of the cryptocurrency for **all private persons** located worldwide.

1. each User who wishes to use the Services must pass KYC check with liveness detection and AML check and by communicating with Mobilum. Such User authorizes Mobilum to process, use and store any transmitted data for the time as applicable law required.

2. each User provides his/her wallet address or email address. In case there is no wallet, we will send you the information on how to get the assets you purchased by email.

(b) **for private persons and businesses in case of periodic orders for the purchase and sale of cryptocurrency through and OTC trading desk** – after passing KYC/AML check successfully, such customers may be allowed to purchase cryptocurrency on individual terms agreed between Mobilum and the User ("**OTC Purchases**") .

3. subject to prior Mobilum's authorization, to perform OTC Purchases the User transfers the fiat to the Mobilum's bank account and instructs the Mobilum on the cryptocurrency purchase on his behalf.

4. once the fiat is credited to the Mobilum's account, Mobilum quotes a trade and asks for the User's authorization to perform a transaction.

Mobilum is using 3D Secure (3DS) as the authentication protocol for online card payments. The cardholder authenticates themselves to the issuing bank on the 3D Secure page by entering an OTP (One Time Pin) or known password etc. The result of this authentication is returned to Mobilum. Mobilum submits the card information and the 3D Secure authentication result to our acquiring bank. When the card is being used for the first time for the given User, Mobilum has the right to delay in the delivery of purchased assets for the duration of the necessary verification.

After the Mobilum is authorized by the User, the Mobilum purchases the cryptocurrency and transfers the purchased cryptocurrency to the User's wallet.

PROVIDING THE SERVICES

After making the order and logging in / registration by the User, Mobilum receives the details, and the User enters the payment card details. Mobilum is processing the order, while the User receives a link to go through the KYC process. The User has 3 business days to complete the KYC process. After this time, Mobilum is authorized to resell the cryptocurrencies purchased for the User. Once KYC is done, Mobilum delivers purchased cryptocurrencies.

Mobilum is using 3D Secure (3DS) as the authentication protocol for online card payments. The cardholder authenticates themselves to the issuing bank on the 3D Secure page by entering an OTP (One Time Pin) or known password etc. The result of this authentication is returned to Mobilum. Mobilum submits the card information and the 3D Secure authentication result to our acquiring bank. Mobilum has the right to delay the delivery of purchased assets for the duration of the necessary User's verification.

After the User is authorized by Mobilum, Mobilum purchases the cryptocurrency and transfers the purchased cryptocurrency to the User's wallet.

Please note that Mobilum has the right to deliver coins up to 24 hours from the Purchase. It depends, among others on how the User went through the KYC process. Delivery time may be also extended if an AML investigation is required. Please be aware that the first time Purchase is handled manually and on time-to-time basis. Mobilum may score a particular User as trusted or not trusted depending on User's behavior.

Please note that Mobilum does not accept cards issued in a different name or for a different person than the User who went through the KYC process . Sharing usernames, passwords or accounts is strictly prohibited.

Mobilum has the right to refuse to provide its Services to the User on its sole discretion. In particular, Mobilum may refuse to execute a transaction if Mobilum considers the transaction as suspicious within the meaning of the 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 for fraud.

VERIFICATION

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

If the User refuses to provide 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 the Purchase may be delayed due to some verifications and checks (performed by Mobilum or the Partners).

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 PURCHASE UNDER THESE TERMS CAN BE AGREED BETWEEN THE MOBILUM AND THE USER

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

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

–   follows the rules and laws in his/her country of residence and/or 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 right to accept these Terms and use the Services,

–   will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Services,

–   undertakes to go through the 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 maintains the right to select its markets and jurisdictions to operate and may restrict or deny the Services in certain countries at its discretion. Depending on the User's place of residence (and/or other legal facts), the User may not be able to use all of the Services.

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

RISK OF CRYPTOCURRENCIES

Please be aware that cryptocurrency carries significant risks. The User should carefully consider whether it is appropriate for you to buy cryptocurrency.

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;

–   the regulation (or lack of regulation) of cryptocurrency or crypto exchanges can change at any time. Any change is 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 cryptocurrency if it changes suddenly.

All Users should be aware that marketplace is all about calculated risks. And one of those risks is the situation when there is a price difference from the amount of the original market order and the actual price paid of a stock ("**Slippage**"). Slippage can, and does, happen in any trade situation, and occurs to 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 the slipping of the purchase price (settlement) by 0.3% for centralized exchanges and 1% for decentralized exchanges. The User must be aware of this when deciding to use Mobilum Services.

Opportunities for Partners and how to become our Partner:

Mobilum offers a great opportunity to become our partner and earn more!

5.   a)Our Partners can use our widget on their websites under a white label license (Mobilum may or may not be a counterparty of any Purchase in such a case).

6.   b)Our Partners who are licensed institutions and successfully passed Mobilum's KYB process can use certain functions of our widget, in particular, credit cards processing under white label license (such transactions are considered as fiat to the cryptocurrency processing and Mobilum provides stable coins).

7.   c)You may become our affiliate Partner and place our widget on your website to earn revenue from each transaction, subject to the following conditions: (i) amount of fee sharing shall be agreed between Mobilum and the Partner in advance; (ii) each User enters into any communication or Contract directly with Mobilum.

Our Services are also available on mobile devices with iOS or Android operating systems.

MOBILUM'S RIGHTS AND RESPONSIBILITIES

·   The Services shall remain the property of Mobilum. Mobilum cooperates with its Partners and relies on their licenses 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 profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of these Terms.

· Mobilum also is not responsible for: (i) the delay in the processing of payments made by the fault of any third parties, the Partners, or operators of such transactions, (ii) any malfunction, 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.

· In the case of fraud, Mobilum undertakes to report all the 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 the crypto exchanges or liquidity providers offer Mobilum at the time. It is a variable exchange rate and, which means it is constantly changing.

THE USER'S RIGHTS, RESPONSIBILITIES, AND WARRANTIES

· The User shall be obliged to provide Mobilum with at least one number of the payment card from which the deductions for the purchased cryptocurrencies will be made.

· 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 given instruction in connection with the ordered Services if those have already been performed. The User will be entitled to the exact denomination of cryptocurrency he/she has instructed Mobilum to buy. Mobilum assumes no volatility risk that may be associated with the cryptocurrency purchased, sold, or swapped for the User, and as such Mobilum will settle the agreed-upon denomination of said cryptocurrency irrespective of what its price may be at a future date.

· The User must comply with any and 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 terrorist organizations, or malicious hacking.**

· The User is responsible for any and all damages 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 the 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 authorized.

· 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, and all third party Service providers be liable to the User 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 unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vi) any interruption or cessation of services 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 that 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 the 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 any 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 the factors beyond its control including but not limited to the event of Force Majeure, change of law, or change in sanctions 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 materials 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 a networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws and could result in criminal or civil penalties.

COMPLAINTS

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

The User may send to Mobilum any complaints regarding the Service provided by Mobilum electronically, to the email address: 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 of the complaint;

–   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 deadline for examining the complaint shall run from the moment of receipt of the complaint by Mobilum, including the documents and the data referred to in these Terms. Mobilum shall respond to the complaint in writing or, upon agreement with the User, or on 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 from 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 in which the Service was purchased is immediately suspended.

·   User can request a refund of his money 100% if he did not perform or ordered Services. 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 operation(s)/asset(s) to the Mobilum's legal department aml@mobilum.com

Mobilum will freeze suspicious of fraud asset(s) and/or will cancel suspicious of fraud operation(s) and/or will 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 the Mobilum's internal KYC/AML procedures.

FINAL PROVISIONS

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

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Site and the Service or any other matter, please contact us via email: support@mobilum.com