

Terms and Conditions for using Digital Currency Services

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PLEASE READ THESE TERMS AND CONDITIONS FOR USING DIGITAL CURRENCY SERVICES (HEREINAFTER – TERMS) AND OTHER DOCUMENTS AVAILABLE AT THE WEBSITE, WHICH ARE SUPPLIED TO YOU AND MAY BE ADDED, AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME, CAREFULLY BEFORE ACTIVATING YOUR RPLATFORM WALLET AND APPLYING TO RPLATFORM SERVICES AS DEFINED HEREIN. PRIOR TO APPLYING TO RPLATFORM SERVICES AS DEFINED HEREIN, YOU SHOULD CAREFULLY CONSIDER THE ABOVEMENTIONED DOCUMENTS AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS IS UNACCEPTABLE TO YOU, YOU SHOULD NOT APPLY TO RPLATFORM SERVICES AS DEFINED HEREIN. BY ACTIVATING YOUR RPLATFORM WALLET AND APPLYING TO RPLATFORM SERVICES AS DEFINED HEREIN, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS PROTOCOLS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE OFFERED PRODUCTS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

1. Definitions and Interpretations

1.1 Words and expressions used in the Terms have the following meaning, unless otherwise stated:

‘Agreement’ means these Terms and Conditions that is accepted by you and regulate your relationships with RPlatform LLC as may be amended from time to time;

‘Available Balance’ means at any time all Digital Currency deposited on your RPlatform Wallet for any given day.

‘Business Day’ means any day on which banks are normally open for business in Saint Vincent and the Grenadines, other than a Saturday, Sunday or national or public holiday in Saint Vincent and the Grenadines;

‘Blockchain’ means a kind of growing database, which consists from a number of records (called blocks) with information about performed transactions in Digital Currency, linked by cryptography.

‘Blockchain Transaction’ means Transaction in Digital Currency recorded in Blockchain.

‘Digital Currency’ means blockchain-based assets or rights, or other similar digital representations of rights or assets, including but not limited by Bitcoin, USDT, Ethereum and other digital currencies, in which encryption and distributed ledger techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating

independently from any particular government, person or entity;

'Fiat Currency' means any currency, issued by government and not secured by gold or any other precious metals.

'RPlatform Wallet' means the web-based multi-account for Digital Currency opened and maintained by us in your name and accessed through the Platform;

'Fees' means any Fees, tariff and charges that may be charged by us and which are stated in the Supplements and available at our Platform (as amended from time to time);

'Supplements' means the relevant information provided at the Platform, Website and the Application and in the Amendments to this Agreement on the specific features, terms, conditions and Fees that apply to your RPlatform Wallet, as may be amended from time to time;

'Services' means payment services provided by means of the RPlatform Wallet and available via the Platform;

'Exchange operations' means the exchanging of one valid fiat currency/digital currency on another valid fiat currency/digital currency.

'Third Party' means a legal entity, incorporated and acting in accordance with legislation of its jurisdiction and offering or providing its Services via the Platform

'Third Party RPlatform Wallet' means the web-based digital currency account opened and maintained by us in the name of a third party, including a Merchant;

'Merchant' means an internet retailer or any other person that accepts Transactions on its RPlatform Wallet with us;

'Person' includes an individual, firm, company, corporation or an unincorporated body of persons;

"Website", means the website at: www.roobee.io

"Application" means an application for mobile devices where Services, provided by the Company or Third Parties are available.

"Platform" collectively refers to both Website and Application

'Transaction' means any transfer of Digital Currency from your RPlatform Wallet to a Third Party RPlatform Wallet or from a Third Party RPlatform Wallet to your RPlatform Wallet, or from Your RPlatform Wallet to Your and/or Third Parties account, opened with any financial institution;

'we', 'us', 'our' or 'RPlatform' refers to RPlatform LLC, company incorporated under the laws of Saint Vincent and the Grenadines, company number 291 LLC 2020;

'you', 'your' or the 'Customer' refers to the person in whose name the RPlatform Wallet is registered.

2. Introduction

2.1 This agreement between you and us regulates the opening, the use and closure of your RPlatform Wallet, including the execution of Transactions by us in relation to your RPlatform Wallet. Should you require the issuance of any additional services and/or products, an additional agreement may have to be drafted and it will be provided to you when committing to these new services and/or products.

2.2 You confirm that you fully understand and accept this Agreement, including the Fees which might be set out in the Supplements.

2.3 This Agreement will take effect on the date you have registered your RPlatform Wallet and will terminate in accordance with Clause 16.

2.4 The language of this Agreement is English. If a translation to another language is required, such translation is strictly for informal purposes and does not amend or overcome the provisions of this Agreement.

2.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining Clauses will continue in full force and effect.

2.6 No person other than you shall have any rights under this Agreement. Your RPlatform Wallet is personal to you and you may not assign or otherwise transfer any rights under this Agreement to any third party without our prior consent in writing.

3. Contact Information

3.1 All communications should be addressed to hello@roobee.io.

4. Changes to the Terms and Conditions

4.1 We reserve the right to update and/or to change these Terms and conditions at any time without notice to you. The actual version of the Terms of use can be reviewed, in particular, after installing updates for Application, and/or at the Website. You are responsible for regularly reviewing these Terms. Continued use of this Website/Application following such amendments will constitute your acceptance of such amendments. If you do not agree to these Terms, please discontinue to use this Website/Application. By using Website/Application after Terms changing, you confirm that you are agree and accept these changes.

4.2 These Terms are subject to change on demand by the regulated financial entity/issuer(s) with proper notification to all clients that accepted these terms at sign up of

the RPlatform Wallet.

5. Your Representations and Acknowledgements

5.1 Upon accepting this Agreement and any amended versions thereof, you represent and warrant to us, on an ongoing basis, that:

5.1.1 You are legally deemed as having full capacity, are of sound mind and you are at least 18 years of age. In order for you to prove your capacity and/or your age, we reserve the right to request from you any extra information.

5.1.2 In case of any contingency that you need to authorize a third party to act on your behalf, all instructions given to the third party have to be authorized by you and us for all intents and purposes of this agreement.

5.1.3 You are obliged to act in your name and not on behalf of a third party unless otherwise notified to do so in writing and confirmed and accepted by us. We reserve the right to suspend your RPlatform Wallet in the instance of any suspicious activities, upon notification, until the required processes and checks have been carried out by our fraud-compliance department.

5.1.4 You accept and confirm that you are using Services properly and in accordance with AML (anti money-laundering) and counter funding of terrorism requirements. You agree to provide us with accurate, true, current and complete information including such identification and verification documentation as may be required by us at any time. You commit that all funds used to load/reload your RPlatform Wallet originate from legitimate activities and sources.

5.1.5 To use our Services you must pass KYC (“know your customer”) identification and verification procedures after you register your RPlatform Wallet. Hereby you acknowledge and agree that the verification procedure may be held by us or by our authorized third party contractors. The results of such checks may be used by us and, as applicable, by the Third Party to determine where you are eligible to use any of Services as defined herein.

5.1.6 You affirm that you comply with all laws to which you are subject, including, without limitation, all tax laws and regulations, exchange control requirement and registration requirements.

5.2 You acknowledge and accept that funds received in exchange for Digital Currencies as such do not constitute a term deposit and no interest shall be accumulated on such funds. Our RPlatform Wallet does not grant interest or bonus related to the duration of time you hold Digital Currencies with us.

6. Fees and Charges

6.1 We may charge Fees in connection with any of our services and facilities that you have made use of or requested from us.

6.2 Where any request, transaction, disputed transaction, arbitration or reversed transaction involves third party costs you remain liable for these and they will be deducted from your RPlatform Wallet balance or otherwise charged to you.

6.3 You agree that any Fees and other amounts due and payable to us under the Agreement may be deducted from your RPlatform Wallet without notice. Such deductions may be made at any time, and without us notifying you, but these will be reflected in the information on your RPlatform Wallet.

6.4 Our Fees and charges are set out in the Supplements.

7. Your RPlatform Wallet

7.1 The RPlatform Wallet is a Digital Currency account which enables you to send and receive transfers in Digital Currencies, exchange a Digital Currency against fiat and vice versa. The RPlatform Wallet may be supported by us or by a Third Party (hereinafter “Wallet Provider”), who is providing Service at the Platform.

7.2 You agree and understand that you can have only one RPlatform Wallet in each Digital Currency accepted by us.

7.3 Funds received by us for the loading/reloading of your RPlatform Wallet will be exchanged for Digital Currency. You may not assign or transfer any claims or rights you have in respect of your RPlatform Wallet to any third party or otherwise grant any third party any security right or other legal interest over it.

7.4 Funds in your RPlatform Wallet can be held in Bitcoin, USDT, Ethereum and other Digital Currencies accepted by us.

7.5 In any case we are not obliged to pay any interest on the Digital Currency, deposited by you on the RPlatform Wallet.

8. Opening your RPlatform Wallet

8.1 An RPlatform Wallet can be applied for on the Website/Application.

8.2 Your RPlatform Wallet will be activated once you register online by completing the appropriate form found on the Website and provide KYC identification information as specified in article 5.1.5 hereof.

8.3 We reserve the right not to accept your application for an RPlatform Wallet and we are not obliged to provide with the reason for declining your application. We reserve the right to terminate immediately this agreement and close your RPlatform Wallet in accordance with Clause 16.

8.4 You must keep the log-in details and password related to your RPlatform Wallet safe, secure and private at all times and you must not disclose them to any third party including friends or family.

8.5 Following successful registration and activation of your RPlatform Wallet, you will be able to load your RPlatform Wallet. Depending on the method of loading, a Fee may apply, as detailed in the Supplements.

8.6 You should check your Transaction history regularly and report immediately any irregularities or enquiries you have to us.

8.7 You must ensure that all information you provide is truthful and up-to-date at all times. We shall not be held liable for any loss caused by your failure to do so. Any amendments to your contact details should be communicated to us immediately, by amending your RPlatform Wallet profile online or sending the relevant documentation at the e-mail address stated on the Website/Application.

8.8 If you suspect that a third party is aware of the log-in details or password related to your RPlatform Wallet or if such details have been lost, stolen, misappropriated, subject to unauthorised use or have become compromised, you must change them on our Website immediately, and you must notify us in accordance with Clause 12.

8.9 You must not use your RPlatform Wallet for an unlawful or illegal purpose as further explained in Clause 12.

9. Sending and Receiving Digital Currency

9.1 You can log in into your account by using your log in details and password and transfer Digital Currencies from your RPlatform Wallet to a Third Party RPlatform Wallet through the online portal on our Website/Application.

9.2 You are obliged to ensure that the balance limits of your RPlatform Wallet are sufficient to cover the Transaction you are to perform as well as any applicable Fees, including service Fees and current conversion Fees.

9.3 You have to be extra careful when providing the necessary information required when transferring the Digital Currency.

9.4 Upon receiving Digital Currency into your RPlatform Wallet you should check the Transaction history and reconcile incoming Transactions with your own records.

9.5 Digital Currency Transactions are final and stipulate no possibility of

chargeback since they are confirmed on the blockchain.

10. Loading/Reloading funds into your RPlatform Wallet

10.1 You may load your RPlatform Wallet with Digital Currency by means of the following payment methods and instruments:

- executing blockchain transactions to your RPlatform Wallet.
- credit or debit card;
- e-wallets of third party payment service providers;
- bank transfer;
- other legitimate method or instrument accepted by us.

10.2 You may be asked to answer security questions or to complete other activities that we may reasonably require to ensure proper authorisation of a loading/reloading Transaction.

10.3 Your RPlatform Wallet will not be loaded/reloaded until cleared funds are received by us and the necessary procedures and relevant checks have been carried out to our satisfaction.

10.4 You declare that in the instance where you use a payment method or instrument such as credit or debit card in order to reload your RPlatform Wallet which is subject to chargeback right, you will not exercise such chargeback right for any other reason than a breach of this Agreement by us which will result in you having a right to be refunded of the reloaded amount. We reserve the right to charge you additional Fees in case of a chargeback request or any action undertaken to challenge the same. We may also charge you a chargeback fee per chargeback as detailed in the Supplements.

10.5 For the purposes of a loading/reloading transaction through a payment account, credit or debit card or other payment instrument, we are the recipient of the payment and not a payment service provider.

10.6 You are obliged to reload your RPlatform Wallet with no delay when it has a negative balance as a result of chargeback fee or a reversal of loading transaction or any other reason. Failure to do so is a breach of this Agreement. We reserve the right to suspend your RPlatform Wallet in case of a delay to an immediate repayment of a negative balance in your account. We also reserve the right, at any point in time, to send you reminders or to take other debt collections measures. In the case that any extra charges have been incurred in connection with any debt collection or enforcement measures we reserve the right to charge you with them.

10.7 You should be aware that loadings/reloadings may be subject to loading/reloading limits due to security and legal requirements. These limits depend on your

verification status and the loading/reloading method you want to use.

10.8 You must not load/reload your RPlatform Wallet through a credit or debit card or other payment instrument or a payment account if you are not the named holder of that payment instrument or account. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument or account of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to return funds loaded/reloaded from a payment instrument or account that is not in your name, we may charge a Fee as mentioned in the Supplements.

10.9 The transactions effected through approved credit or debit cards, take place without the crucial and required data/information being stored or saved by us.

11. RISK DISCLOSURE STATEMENT.

11.1. BY APPLYING FOR RPLATFORM WALLET OR INITIATING AN EXCHANGE TRANSACTION YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE:

11.1.1. READ THIS RISK DISCLOSURE STATEMENT CAREFULLY;

11.1.2. UNDERSTAND SUCH RISK DISCLOSURE; AND

11.1.3. HAD AN ADEQUATE OPPORTUNITY TO DISCUSS ANY QUESTIONS OR COMMENTS THAT YOU MAY HAVE HAD WITH RESPECT TO SUCH RISK DISCLOSURE PRIOR TO THE CREATING THE ABOVE MENTIONED WALLET OPENING AND/OR EXCHANGING TRANSACTION.

11.2. AS IT IS COMMON WITH MANY OTHER FINANCIAL INSTRUMENTS AND TRANSACTIONS, EXCHANGING DIGITAL CURRENCIES MAY INVOLVE A VARIETY OF SIGNIFICANT RISKS. BEFORE ENTERING INTO EXCHANGING TRANSACTION, AS DEFINED HEREWITH, YOU SHOULD CAREFULLY CONSIDER WHETHER SUCH ACTION IS APPROPRIATE FOR YOU IN LIGHT OF YOUR OBJECTIVES, EXPERIENCE, FINANCIAL AND OPERATIONAL RESOURCES, AND OTHER RELEVANT CIRCUMSTANCES. YOU SHOULD ALSO ENSURE THAT YOU FULLY UNDERSTAND THE NATURE AND EXTENT OF YOUR EXPOSURE TO RISK OF LOSS, IF ANY, WHICH IN SOME CIRCUMSTANCES MAY SIGNIFICANTLY EXCEED THE AMOUNT OF ANY INITIAL PAYMENT MADE BY OR TO YOU.

11.3. YOU SHOULD BE AWARE THAT MARKET PRICE OF DIGITAL CURRENCIES IS HIGHLY UNPREDICTABLE AND VOLATILE. WHETHER THE PRICE OF DIGITAL CURRENCY ON THE MARKET WILL MOVE UP OR GO DOWN IS UNKNOWABLE. WE DO NOT PROVIDE ANY ADVISE ON HOE LONG TO KEEP DIGITAL CURRENCY ON YOUR RPLATFORM WALLET. YOU SHOULD TAKE THE RISK OF LOSSES IN CASE WHEN MARKET PRICE GOES DOWN.

11.4. THE REGULATORY STATUS OF DIGITAL CURRENCIES, DIGITAL ASSETS AND BLOCKCHAIN TECHNOLOGY IS UNCLEAR OR UNSETTLED IN MANY JURISDICTIONS. IT IS DIFFICULT TO PREDICT HOW OR WHETHER GOVERNMENTAL AUTHORITIES WILL REGULATE SUCH TECHNOLOGIES. IT IS LIKEWISE DIFFICULT TO PREDICT HOW OR WHETHER ANY

GOVERNMENTAL AUTHORITY MAY MAKE CHANGES TO EXISTING LAWS, REGULATIONS, AND/OR RULES THAT WILL AFFECT CRYPTOGRAPHIC TOKENS, DIGITAL ASSETS, BLOCKCHAIN TECHNOLOGY, AND ITS APPLICATIONS. SUCH CHANGES COULD NEGATIVELY IMPACT ON DIGITAL CURRENCIES IN VARIOUS WAYS, INCLUDING, FOR EXAMPLE, THROUGH A DETERMINATION THAT DIGITAL CURRENCIES ARE REGULATED FINANCIAL INSTRUMENTS THAT REQUIRE REGISTRATION. RPLATFORM MAY CEASE THE DISTRIBUTION OF DIGITAL CURRENCIES, OR CEASE OPERATIONS IN A JURISDICTION IN THE EVENT THAT GOVERNMENTAL ACTIONS MAKE IT UNLAWFUL OR COMMERCIALY UNDESIRABLE TO CONTINUE TO DO SO.

11.5. RPLATFORM'S ACTIVITY IN THE BLOCKCHAIN INDUSTRY MAY DRAW AN INCREASED ATTENTION FROM GOVERNMENTAL AUTHORITIES. MANY GOVERNMENTS ARE CONCERNED WITH THE ISSUE OF REGULATION AND CONTROL IN THIS AREA. THERE CAN BE NO ASSURANCE THAT GOVERNMENTAL AUTHORITIES WILL NOT EXAMINE THE OPERATIONS WITH YOUR RBLIQID WALLET AND/OR PURSUE ENFORCEMENT ACTIONS AGAINST OUR COMPANY. ALL OF THIS MAY SUBJECT OUR COMPANIES TO JUDGMENTS, SETTLEMENTS, FINES OR PENALTIES, OR CAUSE THEM TO RESTRUCTURE THEIR OPERATIONS AND ACTIVITIES OR TO CEASE OFFERING CERTAIN PRODUCTS OR SERVICES, ALL OF WHICH COULD HARM THE RPLATFORM'S REPUTATION OR LEAD TO HIGHER OPERATIONAL COSTS, WHICH MAY IN TURN HAVE A MATERIALLY ADVERSE EFFECT ON OUR SERVICES.

11.6. FAILURE TO COMPLY WITH EXISTING LAWS AND REGULATIONS OR THE FINDINGS OF GOVERNMENT INSPECTIONS OR INCREASED GOVERNMENTAL REGULATION OF THE OPERATIONS OF RPLATFORM COULD RESULT IN SUBSTANTIAL ADDITIONAL COMPLIANCE COSTS OR VARIOUS SANCTIONS, WHICH COULD MATERIALLY AND ADVERSELY AFFECT OUR BUSINESS. THE OPERATIONS OF RPLATFORM ARE SUBJECT TO REGULATION BY VARIOUS GOVERNMENT ENTITIES AND AGENCIES, IN CONNECTION WITH ONGOING COMPLIANCE WITH EXISTING LAWS, REGULATIONS, AND STANDARDS. REGULATORY AUTHORITIES EXERCISE CONSIDERABLE DISCRETION IN MATTERS OF ENFORCEMENT AND INTERPRETATION OF APPLICABLE LAWS, REGULATIONS, AND STANDARDS. RESPECTIVE AUTHORITIES HAVE THE RIGHT TO, AND FREQUENTLY DO, CONDUCT PERIODIC INSPECTIONS OF ANY OF OUR COMPANY'S OPERATIONS AND PROPERTIES. ANY SUCH FUTURE INSPECTIONS MAY CONCLUDE THAT THE RESPECTIVE COMPANY HAS VIOLATED LAWS, DECREES, OR REGULATIONS, AND IT MAY BE UNABLE TO REFUTE SUCH CONCLUSIONS OR REMEDY THE VIOLATIONS. ANY FAILURE TO COMPLY WITH EXISTING LAWS AND REGULATIONS OR THE FINDINGS OF GOVERNMENT INSPECTIONS MAY RESULT IN THE IMPOSITION OF FINES OR PENALTIES OR MORE SEVERE SANCTIONS THAT REQUIRE THE COMPANY TO CEASE CERTAIN BUSINESS ACTIVITIES, OR IT MAY RESULT IN CRIMINAL AND ADMINISTRATIVE PENALTIES APPLICABLE TO RESPECTIVE OFFICERS. ANY SUCH DECISIONS, REQUIREMENTS, OR SANCTIONS, OR ANY INCREASE IN GOVERNMENTAL REGULATION OF RESPECTIVE OPERATIONS, COULD INCREASE OUR COSTS AND MATERIALLY AND ADVERSELY AFFECT OUR BUSINESS.

11.7. GOVERNMENTAL AUTHORITIES MAY HAVE A HIGH DEGREE OF DISCRETION AND, AT TIMES, ACT SELECTIVELY OR ARBITRARILY, WITHOUT HEARING OR PRIOR NOTICE, AND SOMETIMES IN A MANNER THAT IS CONTRARY TO A LAW OR INFLUENCED BY POLITICAL

OR COMMERCIAL CONSIDERATIONS. MOREOVER, THE GOVERNMENT ALSO HAS THE POWER IN CERTAIN CIRCUMSTANCES, BY REGULATION OR GOVERNMENT ACT, TO INTERFERE WITH THE PERFORMANCE OF, NULLIFY, OR TERMINATE CONTRACTS. UNLAWFUL, SELECTIVE, OR ARBITRARY GOVERNMENTAL ACTIONS HAVE REPORTEDLY INCLUDED THE DENIAL OR WITHDRAWAL OF LICENSES, SUDDEN AND UNEXPECTED TAX AUDITS, CRIMINAL PROSECUTIONS, AND CIVIL ACTIONS. FEDERAL AND LOCAL GOVERNMENT ENTITIES HAVE ALSO USED COMMON DEFECTS IN MATTERS SURROUNDING THE TOKEN SALE AS PRETEXTS FOR COURT CLAIMS AND OTHER DEMANDS TO INVALIDATE OR TO VOID ANY RELATED TRANSACTION, OFTEN FOR POLITICAL PURPOSES. IN THIS ENVIRONMENT, OUR COMPETITORS MAY RECEIVE PREFERENTIAL TREATMENT FROM THE GOVERNMENT, POTENTIALLY GIVING THEM A COMPETITIVE ADVANTAGE OVER RPLATFORM.

11.8. UNANTICIPATED RISKS. BLOCKCHAIN TECHNOLOGIES AND DIGITAL CURRENCIES ARE RELATIVELY NEW AND DYNAMIC TECHNOLOGY. IN ADDITION TO THE RISKS INCLUDED ABOVE, THERE ARE OTHER RISKS ASSOCIATED WITH YOUR PURCHASE, HOLDING, AND USE OF DIGITAL CURRENCIES, INCLUDING THOSE THAT WE CANNOT ANTICIPATE. SUCH RISKS MAY FURTHER APPEAR AS UNANTICIPATED VARIATIONS OR COMBINATIONS OF THE RISKS DISCUSSED ABOVE.

11.9. WE MAY FREEZE YOUR RPLATFORM WALLET IF WE HAVE REASONABLE SUSPICION THAT YOU HAVE BEEN ENGAGED IN SUSPICIOUS ACTIVITY OR ARE IN BREACH OF THESE TERMS & CONDITIONS. SUCH FREEZE MAY CONSEQUENCE THE CLOSURE OF YOUR RPLATFORM WALLET.

11.10. THIS BRIEF STATEMENT DOES NOT PURPORT TO DISCLOSE ALL OF THE RISKS OR OTHER RELEVANT CONSIDERATIONS OF ENTERING INTO FINANCIAL PRODUCTS TRANSACTIONS.

12. Prohibited actions and Transactions

12.1 It is strictly prohibited to use your RPlatform Wallet for the purposes of money laundering, fraud, terrorist financing or such other illegal/criminal activities.

12.2 It is strictly prohibited to use your RPlatform Wallet to receive funds from persons or entities engaged in fraud, terrorist financing, money laundering, fraud or other illegal / criminal activities.

12.3 If you act in breach or we believe that you may be acting in breach of the prohibitions contained in Clauses 12.1 and 12.2, we reserve the right to:

12.3.1 Decline to perform or reverse the Transaction and simultaneously terminate or suspend your RPlatform Wallet; and/or

12.3.2 Report the Transaction to the relevant law enforcement agency and/or qualified authority; and/or

12.3.3 Claim damages from you or charge you a fee as detailed in the Supplements;

12.4 It is strictly and entirely your responsibility to ensure that you only send or receive Digital Currency from or to Persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. Funds that have been transferred to Third Party's account do not indicate the legality of the supply or provision of their goods or services. It is required that you should not proceed with any transactions in the instance where you have any hints that this transaction is not legal.

12.5 You are only allowed to purchase Digital Currency if and by buying Digital Currency you covenant, represent, and warrant that you are not a **Restricted Person**. The sale of Digital Currency is not directed at, and each purchaser of Digital Currency will be required to represent, among other things, that they are not:

12.5.1 a citizen, resident (tax or otherwise) of, a person located or domiciled in, or any entity organized in or owned by certain persons in

- the United States and its territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas) (including any U.S. Person pursuant to the U.S. Securities Act of 1933 (as amended)),

- Canada,

- any jurisdiction listed by the Financial Action Task Force as high-risk or with strategic deficiencies;

- Democratic People's Republic Of Korea (North Korea), Iran, Syria, Somalia, South Sudan, Sudan, Guinea, Guinea-Bissau, Iraq, Lebanon, Myanmar (Burma), Venezuela, Zimbabwe, Jamaica, Pakistan, Bahamas, Barbados, Ghana, Botswana, Cambodia, Panama, Albania, Mauritius, Mongolia, Uganda, Iceland, Cuba, or

- any jurisdiction for or in which the sale Digital Currency, or any offer or solicitation in respect of Digital Currency, would require registration or licensing not obtained by the Company or a Third Party would be unlawful or which restricts or licenses the activities of the kind that can be accessed or used with Digital Currency; or

12.5.2 a person under the age of at least 18 years old;

12.5.3 or a person that is:

- identified as a "Specially Designated National" by the Office of Foreign Assets Control or otherwise listed on a Sanctions List in any jurisdiction;

- placed on the U.S. Commerce Department's Denied Persons List;

- on any trade and/or economic sanctions lists, such as the United Nations Security Council Sanctions List, or restricted or prohibited from engaging in any type of trading by the European Union, Monetary Authority of Singapore or any other administrative law enforcement agencies; or

12.5.4 a person that is not a qualified (professional, sophisticated or accredited) investor subject to the definition of its jurisdiction applicable law, if in accordance with such applicable law the purchase of Digital Currency and/or Products and/or its using within the Platform by no qualified (professional, sophisticated or accredited) investors are prohibited or any other way regulated or limited;

(any such person falling under 12.5.1. or 12.5.2. or 12.5.3. or 12.5.4. a "Restricted

Person”). In addition, you will be required to represent that you are outside of the United States at the time of agreeing to purchase Digital Currency and/or Products, was outside of the United States at the time any offers to sell or any offers to buy Digital Currency and/or Products were reviewed, and will be outside of the United States at any time that you perform your obligations under these Terms and subsequently use Digital Currency. Consequently, you must make your own assessment as to your ability to purchase Digital Currency pursuant to laws applicable to you and to confirm that you are not a Restricted Person. No registration or other action has been or will be taken in any jurisdiction that would, or is intended to, permit the sale of Digital Currency in any country or jurisdiction where registration or other action for that purpose is required. None of the Company or any of their respective agents or representatives, is making any representation to any potential purchase of Digital Currency as to the legality of a purchase of Digital Currency by such purchaser under the laws applicable to such purchaser.

12.6 IF A RESTRICTED PERSON PURCHASES DIGITAL CURRENCY, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS. IN SUCH A CASE, ANY TRANSACTIONS AND OPERATIONS ENTERED INTO BY THE RESTRICTED PERSON IN RESPECT OF DIGITAL CURRENCY SHALL BE NULL AND VOID, INCLUDING, BUT NOT LIMITED TO TRANSACTIONS RESULTING FROM ACCEPTANCE OF THIS AGREEMENT, ANY TRANSACTION RESULTING FROM THE ACQUISITION OF THE DIGITAL CURRENCY AND ANY PAYMENT OPERATION.

13. Execution of Transactions

13.1 Transactions are regarded as authorized by you where you have given your consent to the execution of the Transaction by confirming the Transaction Order in such form as may be specified in the Supplements or the instructions provided depending on the means used to give us a Transaction order. A Transaction shall be considered to be authorized only after you have given consent to execute the Transaction.

13.2 Unless we are prohibited by law from doing so, we reserve the right to execute Transaction requests given by you, which received by us, only when all the conditions set out in the Agreement are fulfilled to our satisfaction.

13.3 We will perform transactions to transfer Digital Currency from your RPlatform Wallet if sufficient Digital Currency balance is available in your RPlatform Wallet (including any applicable Fees), taking into account other orders received by us even if such orders have not been executed yet.

13.4 If you have a negative balance on your RPlatform Wallet for any reason whatsoever, you agree that the outstanding balance will be a debt owed by you to us.

13.5 We reserve the right to use a third party services to execute an exchange transactions. You undertake that applicable fees might arise in case of executing such transactions.

14. Liability

14.1 We shall not be liable:

14.1.1 For any loss or for any failure to fulfil our duties under the Agreement if such loss or damage is caused, directly or indirectly, by force majeure; and/or

14.1.2 For the goods or services that are purchased with your RPlatform Wallet; and/or

14.1.3 For any loss, fraud or theft that is reported more than 1 (one) month following the event;

and/or

14.1.4 Where you acted with undue delay, fraudulently or with gross negligence;

14.2 Where your RPlatform Wallet is faulty due to our default, our liability shall be limited to re-activating your RPlatform Wallet or, at our choice, repayment to you of the available balance.

14.3 Where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount.

14.4 To the fullest extent permitted by law and notwithstanding anything to the contrary in this the Agreement, we will not be liable to you or any other person for any indirect, incidental, special or consequential loss or damage of any kind, or for any loss of profits, revenue or savings (actual or anticipated), or economic loss, or loss of data or loss of goodwill (whether or not the possibility of such loss or damage was known or otherwise foreseeable). Our obligations under this Agreement relate to the issuing of e-money, the operation of the RPlatform Wallet and related services and we take no responsibility for any losses incurred relating to the quality, safety and legality of any goods or services provided by the Merchant or other Payee

14.5 We will not be held liable for any acts or omissions of or any Fees charged by third parties, such as banks or financial institution, for use of their facilities or services, or for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between you and another Client.

14.6 You are responsible for your RPlatform Wallet, any username and password. Do not share your RPlatform Wallet or security details with anyone. In the event of theft, fraud or any other risk of an unauthorised use of your RPlatform Wallet, you must immediately notify us using the contact details given in our Website. We will take all reasonable steps to stop any unauthorised use of your RPlatform Wallet, which may mean that we will suspend your RPlatform Wallet. You may also block your RPlatform Wallet by following the instructions provided on our Website to block/suspend the RPlatform Wallet.

14.7 You accept that you will bear all applicable Fees and losses where the

RPlatform Wallet is misused from someone who has obtained your permission and in doing so has acted fraudulently, with intentional default or gross negligence.

14.8 Clause 14 shall survive the termination of this Agreement.

15. No Financial or Legal Advice

15.1 RPlatform does not provide any financial, investment or legal advice related to the Services provided by us or available on the Website/Application. We may provide information on the price, range, volatility of Digital Currencies and events that have affected the price of Digital Currencies, set of Digital Currencies which might be bought at one click, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Digital Currencies is your decision and we will not be liable for any loss suffered.

16. Termination and Suspension

16.1 If you are a Customer and you wish to cancel your RPlatform Wallet, you must inform us of your wish to cancel and to claim refund of your unused funds by emailing us as detailed on our Website. You must e-mail us from the e-mail address registered in your RPlatform Wallet. Our customer services department will then suspend all further use of your RPlatform Wallet.

16.2 We may, at our sole discretion, terminate your RPlatform Wallet or any service associated with it by giving you 1 (one) month prior notice.

16.3 We may also cancel your RPlatform Wallet and terminate this Agreement with immediate effect by giving notice, in the following circumstances:

16.3.1 if we decide not to activate your RPlatform Wallet for any reason whatsoever;

16.3.2 If you have not complied with this Agreement;

16.3.3 we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity or if we have any other security concerns.

16.3.4 In the circumstances mentioned in Clause 12.3;

16.3.5 If we need to comply with the law;

16.3.6 If we cease to be authorized to provide the services under this Agreement or if we can no longer process Transactions due to other reasons;

16.4 If your RPlatform Wallet has not had any Transactions (excluding all and any Fees and charges that may apply) for a period of 1 (one) year or more, we reserve the right to

close it and to terminate this Agreement. We will notify you of our intentions before closing your RPlatform Wallet.

16.5 We reserve the right to suspend your RPlatform Wallet at any time in order to justify reasons related to the security of your RPlatform Wallet or in case of any suspicious activity, unauthorised transaction or fraudulent action in regard to the use of your RPlatform Wallet. We will notify you in case we have suspended your account, where possible.

16.6 Upon termination of this Agreement, all pending Transactions and Fees will be processed and deducted from your RPlatform Wallet, and, if a positive balance remains, we will redeem it to you. The redemption proceeds will be paid to you as soon as the appropriate security checks have been satisfactorily completed.

17. Data Protection

17.1 We are the data controller for your personal data and will process personal data given to us in connection with your RPlatform Wallet in order to administer your RPlatform Wallet and provide you with services relating to the wallet and this Agreement. We may also use your personal data for marketing purposes and for market research purposes, in accordance with applicable legislation and our Privacy Policy. Should you not wish to have your personal data processed for direct marketing purposes at any point in the future, you are required to inform us accordingly by email at pd@roobee.io.

17.2 Further to the above, you agree that we, at our discretion, may record any telephone and/or video conversations between you and us and that such recordings may be used as evidence of your Instructions and/or for training purposes with the objective of improving our services.

17.3 We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with our Privacy Policy and applicable legislation, we may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply. When we transfer data outside the EU, we will take steps to ensure that your data is afforded substantially similar protection as data processed within the EU. We may also disclose your personal data as required by law or any competent authority.

17.4 By agreeing to these Terms and Conditions, you acknowledge and agree to our processing of your personal data in the way described above.

17.5 You have also seen our Privacy Policy on our Website/Application and acknowledge and agree to the provisions thereof (as amended from time to time).

18. Customer Service

18.1 Our Customer support team is normally available from 10:00 to 18:00 GMT+3 Monday to Friday.

18.2 Correspondence received after business hours as mentioned in Clause 18.1 shall be treated as having arrived on the following Business Day.

19. TAXES

19.1 Commissions, charged by RPlatform LLC, do not include any Taxes unless otherwise stated. Unless the relevant charges are stated to include Taxes, you must pay RPlatform LLC an additional amount equal to the Taxes on the charges made or to be made in connection with the Services or the charges.

19.2 Each Customer shall be individually responsible and liable for its own respective state, local and other taxes or fees.

20. Regulation and Law

Applicable Law

20.1 These Terms will be governed by and construed and enforced in accordance with the Saint Vincent and the Grenadines laws and regulations, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Informal Dispute Resolution

20.2 You and the Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them ("Disputes"). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in court proceeding as stipulated in Articles 20.4-20.5.

No Class Arbitrations, Class Actions or Representative Actions

20.3 Any Dispute is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class action or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of litigation proceedings, or on behalf of any other individual or group of individuals.

Litigation Proceedings

20.4 Any Dispute shall be referred to and finally resolved by courts of Saint Vincent and the Grenadines in accordance with the applicable legislation.

20.5 The parties hereto agree to keep confidential all matters relating to the Disputes resolution, including related court proceedings, to the greatest extent practicable.

21. Links To Third-Party websites

21.1 The content of the Website/Application may contain links to the third-party websites, which are not supported or controlled by RPlatform LLC. As well some of the Services, available at the Website/Application, may be provided by third parties, not owned or controlled by us. Therefore RPlatform LLC is not responsible for the availability, content or services available at such websites or for services provided at this Website/Application by third parties. Please read carefully the terms of services, memorandums, notices, privacy policies and other available documents before using the third party website or services, provided by the third party.

By continuing to use the Services, described at these Terms and Conditions and provided by us you indemnify RPlatform LLC against claims arisen from your use of the third party websites or services.

22. Contact Us

22.1 If you have any questions relating to these Terms and Conditions, your rights and obligations arising from these Terms and/or your use of the Website and the Service, RPlatform Wallet or any other matter, please, contact hello@roobee.io.