

# Terms and Conditions for using the STONE COIN Wallet

Before using the services User shall carefully read these Terms and Conditions of Use ("Terms") of <https://www.thestonecoin.com/> ("Website"), any applications associated therewith, including Thestonecoin and any other application for Android and iOS developed and released under Thestonecoin's brand name (jointly the "Service", "Wallet"), which are operated and maintained by THE STONE COIN AG and its affiliates ("thestonecoin", "we", "us" or "our").

These Terms apply to all visitors, users and others ("You", "User") who access or use the Service on the following terms and conditions.

## 1. GENERAL CONDITIONS

1.1. In order to be able to use our Services You warrant and represent that you:

a) are at least 18 years old or of other legal age, according to your relevant jurisdiction;

b) have sufficient experience, knowledge and understanding of the work principles of our Wallet, fully understand the associated risks access and use the Wallet at your own risk use our Wallet with your own e-mail and for your own benefit and do not act on behalf and/or to the interest of any other person;

c) have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships;

d) guarantee that your crypto asset, which you transfer to the Wallet are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your crypto asset. For the purposes hereof "Crypto asset" shall mean such type of asset which can only and exclusively be transmitted by means of blockchain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as BTC, ETH etc., to the full and absolute exempt of the securities of any kind;

e) will not use our Services or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;

f) will not use our Services or will immediately cease using those if you are a resident or become a resident at any time of the state or region (in accordance with such state or region definition of residency), where the crypto assets Transactions you are going to execute are prohibited or require special approval, permit and/or authorization of any kind, which Thestonecoin and/or You have not obtained in this state or region; AND

g) have not previously been suspended or removed from our Services.

1.2. You further represent, agree and warrant, that you will not violate any law, contract, third-party right or commit a tort by accessing or using the Wallet, and that you are solely responsible for your actions and/or inactions while using our Wallet. Without prejudice to the foregoing, you represent, agree and warrant, that YOU WILL NOT:

a) Use the Wallet to pay for, support or otherwise engage in any illegal gambling activities; money-laundering; fraud; or terrorist activities; or any other illegal activities;

b) Use or attempt to use another User account without authorization, given knowingly and voluntarily;

c) Provide false, inaccurate, or misleading information;

d) Use the Wallet in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using our Wallet with full functionality, or that could damage, disable, overburden or impair the functioning of the Wallet in any manner;

e) Use any robot, spider, crawler, scraper or other automated means or interface not provided by Us to access the Wallet or to extract data;

f) Attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our Wallet that you are not authorized to access;

g) Develop any third-party applications that interact with our Wallet without our prior written consent; AND

h) Encourage or induce any third party to engage in any of the activities prohibited under this Section.

1.3. YOU INDEMNIFY AND HOLD THE STONE COIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA OR LOSS OF ASSETS, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF THIS SECTION AND THE ENTIRE TERMS.

1.4. It is your responsibility to keep your email address on file with Thestonecoin up to date so that Thestonecoin can communicate with you electronically. You understand and agree that you forfeit the right to plead ignorance if you do not receive an electronic Communication (as defined in cl. 4.3 herein) sent to you by Thestonecoin, because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications.

## 2. LIMITATIONS OF SUPPORTED CRYPTO ASSET

2.1. Our Wallet allows Users to remit crypto assets to Thestonecoin Account and vice versa except to certain limitations, which may be updated from time to time. YOU INDEMNIFY AND HOLD THE STONE COIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR DEPOSIT/WITHDRAWAL TRANSACTIONS REQUESTS IN VIOLATION OF SETTLED LIMITATIONS.

For the purposes thereof the "Third-party service" shall mean any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.

2.2. Thestonecoin represents that it never intended or desired to use tokens and/or coins that can be classified as "security" by SEC and/or other competent national authorities and endeavors all possible measures to be sure that crypto assets that you can use in our Wallet cannot be classified as "security". For the avoidance of any doubt the provisions of this clause shall not constitute or deemed to be construed to constitute any warranty and/or investment, financial, legal or any other professional advice, that any crypto asset on our Wallet is not a security. If there is any risk or speculations that token and/or coin can be treated as "security", the Wallet reserves the right to prohibit such tokens and/or coins in our Wallet and discontinue any transactions with those at its sole discretion.

### 3. CONSENTS AND AUTHORIZATIONS

3.1. In order to protect your crypto assets from unauthorized access, use, or spending we use a variety of physical and technical measures designed to protect our systems and your crypto assets, which include, but are not limited to a diversification of crypto assets in different allocations whether on a segregate record (account, wallet) or not. To be more definite we store crypto assets in hot wallets and cold storages. By remitting your Thestonecoin to Thestonecoin Account you entrust and entitle Us to ultimately take decisions on the safety and security of your crypto assets.

3.2. You agree and consent to receive electronically via your verification e-mail all Communications, that Thestonecoin may be willing to communicate to you in connection with your Thestonecoin Account and/or use of the Thestonecoin Services. For the purposes hereof "Communications" shall mean all and any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to User by Thestonecoin. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, Thestonecoin may suspend or terminate your use of the Wallet.

3.3. When you request Us to Deposit/Withdraw crypto assets into or out from your Thestonecoin Account, you authorize Thestonecoin to execute such Transaction via the Wallet.

3.4. By accepting these Terms you also agree to our Privacy Policy. Our Privacy Policy is accessible at <https://www.thestonecoin.com/datenschutz.html> and describes how we collect, use, and share your personal information.

3.5. By accepting these Terms you also agree to our End-User License Agreement accessible at EULA.

#### 4. THESTONECOINWALLET'S FEES

4.1. Amount of Fees. You agree to pay the fees for Exchanges and Withdrawals completed via Wallet ("Fees") as defined by Us, which We may change from time to time. Changes to the Fees are effective as of the effective date, and will apply prospectively to any Exchanges and Withdrawals that take place following the effective date of such revised Fees.

4.2. Payment of Fees. You authorize Us, or our designated payment processor, to charge or deduct your Thestonecoin Account crypto assets for any applicable Fees owed in connection with Exchanges and Withdrawals you complete via the Wallet.

4.3. Rewards. We reserve the right to provide different types of rewards to Users either in the form of discount for our services or in any other form at our discretion and without prior notice to you.

#### 5. USER ACCOUNT AND VERIFICATIONS

5.1. In order to use our Services the User is obliged to create an account with Thestonecoin to use our Wallet with its full functionality. "Thestonecoin Account" is a User account accessible after the registration process and via the Services, where crypto assets may be stored and operated by Thestonecoin on behalf of a User. The process of creation of the Thestonecoin Account requires a valid e-mail. E-mail provided within the registration and verified e-mail are used to identify the user and can be used for communicational purposes, PIN restore, Services updates etc. Please, note that a verified e-mail does not become a login e-mail.

5.2. When creating a Thestonecoin account, the Wallet generates and stores a private and public cryptographic key pair that you can use to make transactions with crypto assets. The public key can be shared to complete transactions. The private key uniquely matches the wallet address and is only used by the Wallet to authorize transactions to and from the Wallet. As Wallet is a hosted wallet, it's not feasible to provide the private keys to individual wallet addresses.

5.3. The User is obliged to create a strong password that is not used for any other websites, online or off-line services and maintain the security of his Thestonecoin Account by protecting the password and restricting access to the Thestonecoin Account.

5.4. As a crypto wallet service complying with AML regulations and KYC due diligence activities, We maintain an automated risk prevention system. It can be triggered by atypical transactions on a User's account. When this happens, the flagged account is put on hold until the verification procedure for the User in question is completed. This procedure is in place to help us prevent illegal and criminal financial activity as well as to make sure no one has unauthorized access to our Users' accounts. In these cases, We require the following information from a customer without limitation:

the source of deposited funds (links to public explorers are not allowed);

proof of the origin of funds;

links to social media profiles;

utility bill or bank card statement;

a high-quality photo of a recognized form of identification;

a selfie of the User taken in front of their screen with a legible view of the support ticket on it;

a selfie of the User in front of the print-out of the note taken by their screen or mobile device, holding proof of identity in hand. Depending on the case, the documentation required may vary and We may request Users to provide us with any other applicable proof We deem necessary.

Users must comply with the AML/KYC procedure and provide accurate and reliable details as well as keep their Thestonecoin Account information up-to-date.

5.5. The User is obliged to provide the information and credentials as may be required by Thestonecoin from time to time in order to verify the ownership and/or source of funds of crypto assets of the third-party service that are remitted to the User's Thestonecoin Account.

5.6. We reserve the right to limit the scope of our Services to users, who have not verified their identity and/or set up a necessary level of security of account and/or failed to prove the ownership and/or source of funds. Limitation of our Services may depend on the established security level of the account, for instance and the following criteria may be considered: verification of e-mail, social network authorization etc.

Please, note that restrictions, mentioned herein are for illustrative purpose only. We reserve the right to limit the scope of our Services at our sole discretion and without prior notification to you.

5.7. The balance of crypto assets displayed by the Wallet in the user interface of your application is accurate and the balance represents the current amount of crypto assets you are able to transfer or exchange. Different digital distribution platforms, such as Google Play and App Store, can disable the support for certain cryptocurrencies without giving a prior notice to Thestonecoin. It may lead to removing the displayed balance of the disabled cryptocurrency from Thestonecoin applications available on such platforms. Your balance in the Service, however, is not affected, and can be accessed in Thestonecoin applications via an alternative digital distribution platform or on the web.

5.8. In case of Your breach of the Terms, or any other event as We may deem necessary, including without limitation the Force Majeure Event; maintenance work; inability of the third service provider to provide you services; your request of account cancellation; market disruption; inability to conform our requirements; lack of verification pending litigation, investigation, or government proceeding related to You or your Thestonecoin account; and/or in case we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity We may, in our sole discretion and without liability to you, with or without prior notice:

a) suspend your access to all or a portion of our Services; or

b) prevent you from completing any actions via the Wallet, including closing any open Transaction requests. In case the Transaction resumes, you acknowledge and agree that prevailing market rates may differ significantly from the rates available prior to such event; or

c) terminate your access to the Services, delete or deactivate your Thestonecoin Account and all related information and files in such account.

5.9. In the event of termination, Thestonecoin will return any crypto assets stored in your Thestonecoin Account and not owed to Thestonecoin, unless Thestonecoin believes you have committed fraud, negligence or other misconduct.

## 6. TRANSACTIONS

6.1. The following Transactions are available to be performed by User via Thestonecoin with his crypto assets:

a) "Deposit", a remittance of crypto assets to Thestonecoin Account from external third-party service.

b) "Withdrawal", a remittance of crypto assets from Thestonecoin Account to external third-party service.

6.2. Thestonecoin does not perform and support margin trading.

6.3. Thestonecoin does not perform and support the cross-chain transactions, were the one crypto asset is deposited to another coin's address on another network though they may have technological similarities of any kind (e.g. BTC remitted to BCH address, LTC to BTC, USDT to BTC and vice versa). While Thestonecoin will endeavor to recover the cross-chain transaction, it gives no warranty on the successful recovery or any terms related thereto.

6.4. Crypto assets remitted to ETH/ETC and other smart addresses cannot be retrieved, and thus are not refundable.

6.5. There is a minimum exchangeable Transaction for each cryptocurrency pair. The minimum amount is defined by the exchange service. **IF YOUR TRANSACTION IS LESS THAN A REQUIRED MINIMUM, YOUR WALLET WILL NOT BE REFUNDED.**

6.6. Transactions failed due to any technical issue, extreme network conditions or any other cause on the third party service's side will not be automatically rolled back to your originating address by technical and security reasons. In such cases, you are required to contact Thestonecoin to initiate a refund.

6.7. Once your Transaction request has been executed, you may not change, withdraw or cancel your authorization for Thestonecoin to complete such Transaction. We may, at our sole discretion, reverse a Transaction under certain extraordinary conditions.

6.8. If you have an insufficient amount of crypto assets in your Thestonecoin Account to complete a Transaction via the Wallet, We may cancel the entire order or may fulfill a partial order using the amount of crypto assets currently available in your Thestonecoin Account, less any fees owed to Thestonecoin in connection with our execution of the Transaction.

## 7. SPECIAL CONDITIONS

7.1. From time to time our business partners, contractors, clients, counterparties may hold different competitions, contests, trials, games and any other type of events available to users through our Wallet. By agreeing to participate in such competitions, you shall comply with the rules of each particular competition and act according to them. Unless otherwise provided by the rules of particular competition, Thestonecoin does not control and is not associated with any of such competition and shall have no responsibility for conducting and holding the competition. Thestonecoin reserves the right to publish the rules of the competition received from the holder of the competition. You understand and acknowledge that your participation in such competition, and your interactions with holder, are at your own risk. YOU INDEMNIFY AND HOLD THE STONECOIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN A CONTEST.

7.2. We may, at any time, in our sole discretion and with no liability to you:

a) refuse to perform any Transaction requested via the Wallet, impose limits on the Transactions amount permitted via the Wallet or impose any other conditions or restrictions upon your use of the Wallet without prior notice.

b) with or without prior notice modify or discontinue, temporarily or permanently, any portion of our Services.

7.3. We will endeavor to assist you in return of your assets in case of missent Transaction. However, in certain cases (as for instance are all Exchange transactions) we are not able to control or affect the performance of such return, because we are not the party of Transaction. Consequently, Thestonecoin will transmit your request for the return of your crypto assets to the respective Third-party service provider. The final decision on and time frame for retrieving specific transactions are set up on the case by case basis at the Third-party service provider. We may not, unfortunately, guarantee the recovery of a crypto asset to your Thestonecoin account, as far as the final decision on each return is made by the Third-party service provider, but we will keep you informed on any updates.

7.4. You may be charged fees by the third-party service you use to remit your Thestonecoin Account and/or retrieve your missent transaction. Thestonecoin is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

7.5. It is the user's responsibility to decide whether any taxes apply to the Transactions you perform through the Thestonecoin Services, and to withhold, report and remit the relevant funds to the appropriate tax authorities. You may view your transaction history in your Thestonecoin Account. You agree that Thestonecoin is not responsible for determining whether any taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any Transactions and does not act as your tax agent.

7.6. We own exclusive rights, including all intellectual property rights, to any feedback, suggestion, idea or other information or material regarding Thestonecoin or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). We are entitled to the unrestricted use and dissemination of such Feedback

for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including inter alia any copyrights). We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out therein.

7.7. While using our Wallet, you may view the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Wallet ("Third-Party Content"). We do not control, endorse or adopt (unless otherwise expressly stated by Us) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

7.8. Please be aware that we will only communicate to You from our official e-mails. Our representatives will never contact you from e-mails parked not on our official domains. Therefore you are liable for a due care and diligence when communicating with someone pretending to be a Thestonecoin representative.

7.9. If Thestonecoin has crypto assets in an account in your name and has no recorded activity for several years, Thestonecoin will try to locate you at the address(es) shown in our records. If we are then unable to contact you, applicable laws may require Thestonecoin to report these funds as unclaimed property to the appropriate jurisdiction. Thestonecoin reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by law.

## 8. INDEMNIFICATIONS

8.1. YOU AGREE TO INDEMNIFY AND HOLD THE STONECOIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF ASSETS, INCLUDING TOTAL ONE, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH:

a) your use of our wallet, including, but not limited to those arising from your personal errors and misbehavior such as forgotten passwords, incorrectly constructed transactions, loss of your accesses etc. Without prejudice to the foregoing Thestonecoin will assist to restore your Thestonecoin account or try to make the funds associated with it available to you upon the successful completion of the user verification procedure, if you lose or compromise access to Thestonecoin account. The time frame for such operations is determined at Thestonecoin's discretion;

b) any risks associated with utilizing any crypto assets block-chain network, including, but not limited to the risk of unknown vulnerabilities in or unanticipated changes to any network protocol;

c) any communication failures, disruptions, errors, distortions or delays you may experience when using the Wallet, howsoever caused;



d) software failures, protocol changes by third party providers, internet outages, Force Majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control, any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol that may cause the Wallet to malfunction or function in an unexpected or unintended manner. For the purposes hereof "Force Majeure Event" shall be understood as any event beyond Thestonecoin's reasonable control, including but not limited to the flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, suspension of bank accounts of any kind, extraordinary leaps of the course of crypto asset, communications, network or power failure, or equipment or software malfunction or any other cause beyond Thestonecoin's reasonable control;

e) technical, typographical, or photographic errors in information and materials appearing on the Website or related applications;

8.2. The Service developed by us is provided "as is". Thestonecoin makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Thestonecoin does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials or otherwise relating to such materials or on any websites or apps linked to Thestonecoin.

8.3. Except as otherwise required by the law, IN NO EVENT SHALL THE STONECOIN AG, OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF ASSETS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH AUTHORIZED OR UNAUTHORIZED USE, THE USE OF OR INABILITY TO USE OUR SERVICES OR THE THESTONECOINWALLET INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE STONJECOIN AG, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO FREEWALLET'S RECORDS, PROGRAMS OR SERVICES.

8.4. We reserve the right, in our sole discretion, to control any action or proceeding (at our expense) to which We are a participant and determine whether We wish to settle it.

8.5. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

8.6. Links to external websites or services from our Website in no way represent an endorsement from us of this external content. We are not responsible for content found on external websites.

8.7. To the maximum extent permitted by applicable law, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE THE STONECOIN AG (INCLUDING OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT

LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE STONECOIN AG OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO THE THE STONECOIN AG WITHIN 2 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

8.8. In some cases, the third-party service may reject your crypto assets to be processed, suspend the Transaction of your crypto assets, or be not able to support the Transaction, or may otherwise be unavailable. YOU AGREE THAT YOU WILL NOT HOLD THE THE STONECOIN AG LIABLE FOR ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH SUCH REJECTED OR SUSPENDED ETC. TRANSACTIONS.

8.9. Subject to the terms and conditions of these Terms, We will use commercially reasonable efforts to record all Transactions on a spot basis as soon as practicable. However, the timing associated with Transactions of crypto assets depends inter alia upon the performance of third-parties services, and We make no guarantee that crypto assets Transactions will be made in any specific timeframe. YOU HEREBY UNDERSTAND AND ACKNOWLEDGE, THAT ANY DELAYS ARE POSSIBLE; YOU INDEMNIFY AND HOLD THE THE STONECOIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION DELAY, WHETHER ORIGINATED FROM OUR FAULT OR NOT.

8.10. The exchange rates available via the Wallet and any information on our Website shall not be considered as an investment or financial pieces of advice or referred to as such and cannot be used as a basis of investment strategy, legal position in the court and nothing in the rates information can be ensured to contain no errors, mistakes, misrepresentations or failures etc. THEREFORE, NEITHER THE THE STONECOIN AG, NOR, WHERE APPLICABLE, ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OUTSOURCED ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO THE RATES AND ANY OTHER INFORMATION AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE RATES AND ANY OTHER INFORMATION. YOU AGREE TO INDEMNIFY AND HOLD THE STONECOIN AG HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF RATES AND ANY OTHER INFORMATION AND/OR YOUR USER ACTIVITY VIA WALLET.

## 9. ARBITRATION

9.1. These Terms and any dispute between the parties arising therefrom will be governed the laws of Lichtenstein, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

9.2. You and Thestonecoin agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Thestonecoin shall be sent to [info@thestonecoin.com](mailto:info@thestonecoin.com).

9.3. You and Thestonecoin agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

9.4. Whether the dispute is heard in arbitration or in court, you will not commence against Thestonecoin a class action, class arbitration or representative action or proceeding.

9.5. Any dispute, controversy, difference or claim arising out of or relating to the Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Lichtensteiner Schiedsgericht under the Rules in force when the Notice of Arbitration is submitted.

9.6. The law of this arbitration clause shall be Lichtenstein law.

9.7. The seat of arbitration shall be in Lichtenstein.

9.8. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in German language.

9.9. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

## 10. MISCELLANEOUS

10.1. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.

10.2. In the event of any conflict between these Terms and any other agreement you may have with Thestonecoin, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

10.3. We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion. We will provide you with notice of such changes by sending an e-mail, providing notice on the homepage of the Website and/or by posting the amended Terms via the applicable Thestonecoin websites and mobile applications and updating the "Last Updated" date at the top of these Terms.

10.4. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for preexisting users upon the earlier of either:

a) the date User click or press a button to accept such changes or;

b) the date User continues use of our Services after Thestonecoin provides notice of such changes or publishes new version of the Terms on the Website.

If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

10.5. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

10.6. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

10.7. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Thestonecoin, including by operation of law or in connection with any change of control. Thestonecoin may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.