

## **Terms of Service**

Zam.io

These Terms of Service regulate the business activity of Zam.io, a company registered in the United Kingdom having its registered address at 65 London Wall, London EC2M 5TU, UK (hereafter referred to as "Zam.io", "Ourselves", the "Website", "We", and "Us", "Company") refers to "Zam.io" (the "Website").

These Terms of Service regulate the activities of the Company and the User of the Services (hereinafter referred to as: "Client", "You", "Yours", the "Customer" and/or the "User").

Access to the service by the User is made by visiting the Zam.io website to either use the Service or otherwise to learn more about the Company and its services. By using the Service provided on the Website, the User acknowledges and accepts the Terms of Service hereafter described.

The User should read and accept the Terms of Service outlined on this page prior to using the Services provided by the Website. The User is not allowed to use the Service provided by Zam.io unless he accepts the Terms of Service as outlined.

### **User Acknowledgement of Terms of Service**

By using the Website and/or the Service provided by Zam.io, the User hereby agrees to the Terms of Service of Zam.io as outlined on this page. The User acknowledges that the Company and its affiliations, or Zam.io may adapt these Terms of Service whenever and wherever they see fit.

The User acknowledges that the Company may restrict User access to the Website in the form of service termination or service suspension, or otherwise the prohibition of the User from entering the Website or accessing any contents of the Website. The User acknowledges that the Company may restrict access should the Company and its affiliations, or

Zam.io reasonable perceive that the User is in violations of the Terms of Service or Privacy Policy found on the Website.

The Company and the User, separately, may sometimes be referred to as the “Party” and jointly as the “Parties” in the following agreement.

## **Terms of Service**

### **1. Scope of services**

1.1. This Agreement shall establish the conditions and procedure for the provision of Company Services to the User. The Company’s services shall mean the provision of access to an online money transfer platform based on Internet and/or blockchain technologies and offered via Zam.io websites, mobile applications, clients and other forms (including new ones enabled by future technological development) as well as use the platform for any other reason that is deemed legal in the jurisdiction of the User.

1.2. Acceptance of the terms and conditions of this Agreement at the time of visitation of the website shall mean the User’s full and unconditional consent to the terms and conditions hereof.

1.3. The Service provided by the Company allows the User to transfer Currency through access to our Website.

1.4. You agree to pay Zam.io the applicable fees. Zam.io may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Zam.io to deduct from your account any applicable fees that you owe under these Terms. The User shall not need to pay additional fees directly to the Company, unless otherwise provided by these Terms.

1.5. To be eligible to use the Zam.io Services, you must be at least 18 years old. Your eligibility to access certain Zam.io Services also depends on the country in which you reside. Before using, learn about possible restrictions in accordance with the laws of your residence country.

1.6. Important note: Zam.io does not accept any users in the USA (residents and citizens), Afghanistan, Australia, Albania, Algeria, Bangladesh, Bahamas, Bolivia, Bosnia and Herzegovina, Brazil, Botswana, Brunei, Burundi, Canada (including Ontario & Quebec), Central African Republic, Chad, Congo Republic, Cote D'Ivoire (Ivory Coast), Crimea

Region, Cuba, Democratic Republic of Congo, Egypt, El Salvador, Ethiopia, Ghana, Guyana, Guinea, Guinea-Bissau, Iran, Iraq, Japan, Laos (Lao PDR), Lebanon, Lesotho, Libya, Macedonia, Mali, Morocco, Myanmar, Namibia, Nepal, Nicaragua, North Korea (Democratic People's Republic of Korea), Saudi Arabia, Serbia, Somalia, Sudan, South Sudan, Syria, Switzerland, Tunisia, Turkey, Uganda, Vanuatu, Venezuela, Yemen, Zimbabwe.

1.7. If you are traveling to any of these countries, you acknowledge that our services may be unavailable and/or blocked in such countries. Zam.io reserves the right to impose additional requirements or conditions before accepting users residing in or from specific countries in its sole discretion. Zam.io reserves the right at any time to suspend or refuse to provide the Zam.io Services for user from these countries, detected by verification documents, provided by user, or by using the public data of personal communication device and IP address of the user's connection, without explaining the reasons and the possibility of challenging the decision.

1.8. You acknowledge and agree that by clicking the "I agree" button or similar buttons or links as may be designated by Zam.io to show Your approval of any foregoing texts, the use of the Services (as defined below), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

1.9. Zam.io wallet ("Zam.io Wallet") encompasses the following basic Zam.io services: one or more Digital Currency wallets that allow customers to store certain supported cryptocurrencies, like Bitcoin, Ethereum, stablecoins like USDt, USDc, USDp, EURp, CHFp and etc. issued by Zam.io ("Digital Currency"), and to track, transfer, and manage their with Digital Currency Wallet; Digital Currency conversion services through which users can buy and sell supported Digital Currencies in transactions with Zam.io (the "Exchange Services") and for use in connection with other Zam.io Services (a "Zam.io Wallet") and for eligible users, a Digital Currency exchange service (collectively the "Zam.io Services").

1.10. The risk of loss in trading or holding Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for your financial condition.

1.11. The Zam.io Stablecoins are tokens on the Zam.io public blockchain. Because of this, Zam.io Stablecoins may be compatible with existing third-party software that supports Zam.io tokens.

1.12. Zam.io Services is an online environment to purchase USDp, GBPp, CHFp, RUBp and other stable cryptocurrency tokens (each a “Zam.io Stablecoin” and collectively “Zam.io Stablecoins”) for US dollars, British pounds sterling, Swiss franc and other fiat currencies, respectively. You may also redeem Zam.io Stablecoin tokens for the respective fiat currency on the Zam.io Services. Zam.io Stablecoins are not money, electronic money, security, legal tender, are not backed by the government, and are not monetary instruments. They are also not stored value or currency. Once you have Zam.io Stablecoin tokens, you can store them in Zam.io wallet or third-party wallet that supports Zam.io protocol, trade them, exchange them, like-kind exchange, barter them, or use them to transfer to another wallet, or redeem them for the respective fiat currency backing the tokens on the Zam.io Services.

1.13. Zam.io Stablecoin tokens are fully backed by the currency used to purchase them at issuance, cash equivalents, or short-term government securities denominated in the same underlying currency. Zam.io Stablecoin holders can purchase or redeem tokens for their respective fiat currencies held in escrow accounts managed by our independent fiduciary network through the Zam.io Service and Zam.io Blockchain. Zam.io Service is only intended to facilitate such purchases and redemptions. The Zam.io utilises Zam.io Stablecoin’s asset tokenization smart contracts and escrow accounts managed by banks, depository/custody institutions, financial institutions, e-wallets, or trust companies (“Banking Partners”) in order to maintain 1 to 1 parity between Zam.io Stablecoin tokens and the fiat currencies, cash equivalents, or short-term government securities held in escrow accounts for the benefit of our users. The Company itself does not guarantee any right of redemption or exchange of Zam.io Stablecoin tokens for fiat currency.

1.14. Zam.io reserves the right to refuse to issue or redeem Zam.io Stablecoin tokens, without limiting the generality of the foregoing, if any act, conduct, transaction, omission, or misrepresentation, or the party requesting the issuance or redemption, violates, attempts to violate, causes, aids, or abets the violation of any applicable laws, statutes, ordinances, or

regulations; is suspected or believed to be blocked property, frozen assets, or economic resources, or the proceeds of any crime, terrorist financing, or corruption related to any person or government official under any applicable laws; or exposes the Zam.io to sanctions, restrictions, or penalties.

1.15. In order to use any of the Zam.io Services, you must first register by providing your full name, E-mail address, password, and affirming your acceptance of this Agreement. Zam.io may, in our sole discretion, refuse to allow you to establish a Zam.io Account or limit the number of Zam.io Accounts that a single user may establish and maintain at any time.

1.16. In order to use certain features of the Zam.io Services, including certain transfers of Digital Currency, you will be required to provide Zam.io with certain personal information, including, but not limited to, your full name, address, phone number, E-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Zam.io if any information changes.

1.17. You hereby authorize Zam.io to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

## **2. Representations and warranties**

2.1. The Company has no control over any Currency listed on the Website.

2.2. The Company shall not be liable for the generation, distribution, redistribution, expiration, retention, or termination specific to any Currency listed on the Website.

2.3. The Company has no control over the volatility of any Currency listed on the Website.

2.4. The Company shall not provide any warranties (either expressed or implied) to the User.

### **3. Information on exchange rates**

3.1. Information and exchange rates presented on the Website are done so based on data provided by external exchanges. The User understands and agrees that Zam.io is not liable for miscommunication of actual exchange rates as presented on the Website. Information and content provided on the Website are presented "as-is" and "as-available" at any given time the User accesses the Website.

3.2. The User fully acknowledges that using any of the Company's Services, trading with Currencies is at the User's own risk. The User hereby fully acknowledges the risk factors involved in trading Currencies as facilitated through Zam.io as an intermediary party for any of the listed Currency exchanges. Risk factors include the partial or full loss of valuation of the User's Currency funds, whereby the Company expressly declares that Zam.io offers no warranty in any form regarding the use of the Website, the Service offered through the Website, the related Exchanges listed on the Website, or funds of the User.

3.3. All parties of the Company and Zam.io strive to provide the User with an uninterrupted service. The Company and Zam.io cannot guarantee that access to this Website and the provided Service will not be interrupted. The Company does not guarantee that there will not be any failure, interruption, or error of service. The Company strives to provide an uninterrupted level of Service without failure or loss of data.

3.4. The Company reserves the right to suspend the Website or Service provided by the Website in case of maintenance.

3.5. In the event of maintenance, the Company strives to alert the user with reasonable notice. Reasonable notice is considered as determined by the Company at its sole discretion.

3.6. Users of this website agree that the trading of any type or form of Currency must adhere to the laws of their country of citizenship or residency.

3.7. Should the User ignore law as ascribed by their nation of citizenship, or should the User partake in any activity deemed illicit by the law of their nation of residence, Zam.io and the Company are not liable for any legal ramifications the User may face.

3.8. Zam.io and all affiliations of the Company are not and cannot be held responsible for any violation of law. It is the responsibility of the User to know and understand potential legal ramifications of trading Currency in any way or form. The User must follow the laws of their country of residence from which Zam.io and the offered Service is accessed.

#### **4. Risk acknowledgement**

4.1. The value of any currency is volatile, the value can go up or down at any time and there can be a substantial risk that you lose money buying, selling, holding, or investing in currency. Purchase, sell, or exchange Currency at your own risk and in compliance with all legal regulations emplaced in your country of residence. The Company shall not be liable for any legal risk the User may be exposed to when buying, selling, or exchanging Currency.

4.2. Currencies have inherent risk attached to them. Price fluctuations may cause your initial valuation to drop in value prior to or after your transaction is facilitated by Zam.io, its affiliations, or an unaffiliated Virtual exchange. When a User uses our Service, they acknowledge that the Company, Zam.io, Our rendered Service, and any other affiliations of the Company are not liable for fluctuations in value of any type of Currency

4.3. Online money transfer may not be regulated in your jurisdiction and any protection may not be applied to the purchase or sale of currency.

4.4. You should carefully consider whether the trading of currency is suitable for you in light of your own financial condition and circumstances.

4.5. We do not own or control the underlying software protocols which govern the operation of currency, generally, the underlying software protocols are 'open source', and anyone can use, copy, modify, and distribute them. We do not assume any responsibility for the operation of underlying software protocols and are not capable to guarantee its functionality, security, or availability. You acknowledge and accept the risk that underlying software protocols relating to any currency you store in your currency wallet may change.

## **5. Trading Currency**

5.1. The use of Zam.io, our Website, and the provided Service entail risks inherent in Currency trading.

5.2. All forms of Currency are volatile, which may or may not affect the value of a trade you commit to when using the Company's Service or an external Currency exchange. When a User uses the Service provided by Zam.io, the User acknowledges that the Company, Zam.io, the Service, and any affiliations of the Company are not liable for any Currency market fluctuations that may or may not affect the final value of your conversion.

## **6. Exchange Services**

6.1. Eligible users in certain jurisdictions may buy or sell supported Digital Currency through the Exchange Services. The Exchange Services are subject to the Zam.io "Exchange Rate" for the given transaction. "Exchange Rate" means the price of a given supported Digital Currency amount in terms of other Digital Currency as quoted on the Zam.io Site. The Exchange Rate is stated either as a "Buy Price" or as a "Sell Price", which is the price in terms of Digital Currency at which you may buy or sell supported Digital Currency to Zam.io. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that Zam.io may add a margin or "spread" to the quoted Exchange Rate. You agree, as a condition of using any Zam.io Exchange Services, to accept the Exchange Rate as the sole conversion metric. Zam.io reserves the right to delay any Exchange Service transaction if it perceives a risk of fraud or illegal activity. Zam.io does not guarantee the availability of its Exchange Service, and the act of purchasing supported Digital Currency from Zam.io does not result in a guarantee that you may sell your supported Digital Currency to Zam.io.

6.2. After successfully completing the verification procedures, you may purchase supported Digital Currency by linking a valid payment method. You authorize Zam.io to initiate debits from your selected payment method(s) in settlement of purchase transactions. Exchange Fee (defined below) applies to all purchase transactions. Although Zam.io will attempt to deliver supported Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before Digital Currency is delivered to your Zam.io Wallet. We will make best efforts to fulfill all transactions, but in the rare circumstance where Zam.io cannot fulfill your purchase order, we will notify you and seek your approval to



fulfill the purchase order at the contemporaneous Buy Price Exchange Rate. To secure the performance of your obligations under this Agreement, you grant to Zam.io a lien on and security interest in and to the balances in your account.

6.3. After successfully completing the verification procedures, you may sell supported Digital Currency by linking a valid payment method. You authorize Zam.io to debit your Zam.io Wallet and initiate payments to your selected payment method(s) in settlement of sell transactions. An applicable Exchange Fee (defined below) applies to all sale transactions. Your receipt of funds will depend on the payment type and may take up to three or more business days.

6.4. Each Exchange Service transaction is subject to a fee (an “Exchange Fee”). The applicable Exchange Fee is displayed to you on the Zam.io Site prior to you completing an Exchange Service transaction. Zam.io will not process a conversion transaction if the Exchange Fee and any other associated fees, such as wire transfer fees, would exceed the value of your transaction. Payments using other methods not described below, such as wire (if permitted), are subject to different transaction fees disclosed to you before you authorize the transaction. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third-party payment processors. Zam.io reserves the right to adjust its Exchange Fees and any applicable waivers at any time. We will always notify you of the Exchange Fee which applies to your transaction, both at the time of the transaction and in each receipt we issue to you.

6.5. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize Zam.io, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including Zam.io balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

6.6. Zam.io reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s), if Zam.io suspects the transaction involves (or has a high risk of involvement in) money

laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if Zam.io reasonably suspects that the transaction is erroneous; or if Zam.io suspects the transaction relates to prohibited use or a prohibited Business as set forth below. In such instances, Zam.io will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.

6.7. Zam.io may use a third-party payment processor to process any payment between you and Zam.io, including but not limited to payments in relation to your use of the Exchange Service or add funds or withdrawals from your Digital Currency Wallet or Zam.io Wallet.

## **7. Rights to Content**

7.1. Website content of which include, but may not be limited to, the company logo, Zam.io logo, Website text and proprietary code, are property of the Company and under copyright, trademark, and other forms of legal protection.

7.2. Usage of Assets are prohibited unless specified otherwise. Use of content is allowed for non-commercial purposes, of which includes personal and/or informational use. Use of content is allowed for purpose of press releases and general information for the public sphere.

7.3. As a User you agree to not republish, upload, post, retransmit, or scrape data present on the Website. Violation of copyright, trademark, or other forms of legal protection will result in countered legal action from the appropriate legal entity representative of the Company.

## **8. External Content**

8.1. The Website may access external APIs not owned by the Company and/or provide links, resources, or references to other websites (defined as "External Content") of which the Company and its affiliations have no control over. The Company strives to access and/or suggest only useful and beneficial External Content for the User. By using the Service, the User acknowledges that the Company has no control over said External Content.

8.2. The Company and its affiliations are not held accountable in the event of malpractice on any of these External Contents. The company and its

affiliations cannot be held accountable for the uptime, availability, or content present on any External Content.

8.3. The User is therefore strongly advised to examine the Terms of Service of each External Content. The User is liable for the use, misuse, or error of services provided either directly by the External Content or facilitated use of the External Content through the Service provided by the Company.

## **9. Rights and obligations of the parties**

### **9.1. Rights and obligations of the Company:**

9.1.1. The Company shall provide to the User round-the-clock access to the Website and the Services.

9.1.2. The Company shall have the right to check and pre-moderate the Information disclosed by the User.

9.1.3. The Company shall notify the Users of any changes in the Terms of Service by publishing the latest version hereof on the Website.

9.1.4. The Company may suspend the operation of the Website and/or the Service, as well as hardware and software that ensure interaction between the Parties under this Agreement, in the event of any significant malfunctions, errors or failures, and for the purpose of preventive maintenance and prevention of unauthorized access.

9.1.5. The Company reserves the right to enhance due diligence measures and KYC procedures if it deems such procedures necessary in order to establish a business relationship with the User. The methods of such due diligence procedures shall be established at the Company's own discretion. The Company reserves the right to stop any negotiations or the provision of any services if the User shall not pass the KYC and due diligence procedures.

### **9.2. Rights and obligations of the User:**

9.2.1. The User agrees to comply with the rules of this Agreement.

9.2.2. The User shall further provide reliable information when using the Website.

9.2.3. The User shall not reproduce, duplicate, copy, sell or resell, or use any services or parts of the Service for any commercial purposes without the Company's written consent.

9.2.4. Users may in some cases obtain access to the service via API by connecting automatically.

9.2.5. The User shall obtain access to the Website using his/her Authorization Data only from one device at a time.

9.2.6. The User shall independently and in a timely manner familiarize himself(herself) with the Information regarding change in the terms and conditions of this Agreement posted on the Website.

9.2.7. The User shall have the right to submit claims to the Company and shall send requests in the manner and in cases as stipulated by this Agreement.

9.2.8. The User shall have the right to terminate this Agreement at the relevant webpage at the Company's website. In case of such termination the User shall lose all access and use the Company's website as well as the Company' Services without any refund to such User.

## **10. Liability of the parties**

10.1. The Parties shall be liable hereunder for failure to fulfil or improper fulfilment of the provisions hereof.

10.2. The Company shall not be held responsible or liable for actions performed by the User on the Website and Service. The User agrees that the Company shall not to be held accountable for the loss or currency (profit, loss or otherwise).

10.3. The Company shall moderate the Information placed by the User, however, it is not responsible for the consequences of non-compliance by the User with the requirements set forth in paragraphs 9.2.2-9.2.5 hereof.

10.4. The User agrees that the Services provided by the Company may be protected intellectual property.

10.5. Text content (articles, publications available on the Website) may be distributed if there is an active link to the Website.

10.6. The Company shall not be liable for any direct or indirect losses of the User caused by failure to use the Website or some Services of the Website as a result of the User's bad internet connection, technical difficulties or any other reason whatsoever unrelated to the ability of the Company to perform duties under such agreement. The Company shall not

be liable for any loss suffered by the User in connection with the use of Company's Services provided under the present Agreement unless such loss arises from bad faith, willful default or fraud on the part of the Company.

10.7. The Company shall not be liable for inconsistency of the Service with the User's expectations and / or his/her perception; such inconsistency with expectations and / or negative perceptions shall not constitute grounds for considering the Services to be of poor or insufficient quality.

10.8. The provisions of this Agreement shall not exclude or limit the Company's liability for damage to various extents.

10.9. The Company reserves the unilateral right to restrict Website and Service access of the User.

## **11. Force-majeure circumstances**

11.1. The Parties shall not be held liable for any delays in the performance or for non-performance of their obligations under the present Agreement if the delay or non-performance was due to circumstances or reasons beyond the control of the Parties, such as a war (including civil war), riots, sabotage, embargo, fires, floods or other acts of God, explosions, actions or omissions of government authorities, strikes. All and any of these circumstances shall be regarded as force majeure circumstances. Within 24 (twenty-four) hours upon receipt of information about commencement of any force majeure circumstances which delay or interfere otherwise with the performance of the Regulations, the Parties shall notify each other in writing.

11.2. The Parties shall not be held liable for any damages, losses, claims or other expenses that may be incurred as a result of force majeure circumstances.

11.3. If force majeure circumstances interrupt or make impossible the performance of obligations of the Parties for a period longer than one month, either Party may terminate this Agreement serving a prior one month written notice of termination on the other Party.

11.4. In the event that the Company determines in its reasonable opinion that a Force Majeure Event exists, the Company shall be entitled without notice and at any time take one or more of the following steps:

- a. suspend or modify application of any or all of these Provisions of the present Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with these clauses; or
- b. take any other actions as the Company may consider to be reasonable under the circumstances in relation to the position of the Company, the User and the Company's other Users.

## **12. Dispute settlement procedure**

12.1. All disputes and disagreements that arise or may arise out of this Agreement at the User's initiative shall be settled on an out-of-court basis.

12.2. In case of a dispute and/or disagreement that may arise out of this Agreement the Parties within 10 (ten) working days shall send each other written complaints at the following addresses:

If the written complaint is addressed to the Company - the legal address of the Company

If the written complaint is addressed to the User - the email stipulated by the User in his/her Personal Data and/or User Form.

12.3. If the parties have not been able to resolve the dispute within ten working days of receipt of the written complaint, the parties shall refer the dispute to the relevant Seychelles judicial authority.

## **13. Governing Law**

13.1. This Agreement will be construed in accordance with and governed by the laws of Seychelles.

13.2. For all matters not covered in this Agreement, Parties shall be governed by the laws of Seychelles.

## **14. Privacy**

14.1. By placing personal data and any other data on the Website, the User confirms that he/she has read, understood and agreed with the Privacy Policy of Zam.io available on the Website, and that he/she has provided to the Company his/her consent to personal data processing in order to perform this Agreement.

14.2. The purpose of processing the User's personal data shall be provision of services to the User, enabling the User to use the Service, participate in advertising campaigns, target advertising and perform other actions described in the Agreement.

14.3. The User's personal data shall be processed in accordance with the Company's Privacy Policy and shall be duly encrypted using the cryptography methods established by the Company.

14.4. The User agrees that the Company shall send information on advertising campaigns conducted by the Company and / or its partners, and any other information not prohibited for distribution, to the email address specified by the User.

## **15. Miscellaneous**

15.1. **Survival.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

15.2. **Eligibility.** Any usage or access to the Service by any person that is under the legal age of the jurisdiction of his or her residence is prohibited. The Company's services shall not be available in any jurisdiction or state sanctioned by the United States Treasury's Office of Foreign Assets Control ("OFAC"). The list of countries and details of sanctions of the OFAC shall be properly checked in a timely manner by the User at the following link: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information> . The Company's Services shall not be available to User's that have been previously banned from the Company's Service or the Company's Website.

15.3. **Illegal Activities.** The Company and its affiliations maintain a stance of zero tolerance on the use of its Services for any illegal activity. Discovered abuse from any User results in immediate suspension of rights to use the Service. Further repercussions include the Company reporting all available data of the User to the relevant regulatory and/or statutory authorities. The Company and Zam.io reserves the right to determine whether the activity of a User may be deemed suspicious activity. In the event of suspicious activity, the Company reserves the right to submit relevant data of the User to legal and/or statutory authoritative parties.

15.4. You may not use your Zam.io Account and Zam.io Wallet to engage in the following categories of activity (“Prohibited Uses”). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Zam.io Services involves a Prohibited Use or have questions about how these requirements apply to you, please submit a request at support (online chat). By opening a Zam.io Account, you confirm that you will not use your Account to do any of the following:

15.5. **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Zam.io conducts business, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;

15.6. **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Zam.io Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Zam.io Site, other Zam.io Account, or Zam.io Wallet, computer systems or networks connected to the Zam.io Site, through password mining or any other means; use Zam.io Account information of another party to access or use the Zam.io Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Zam.io Wallet and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Zam.io;

15.7. **Abuse Other Users:** Interfere with another individual’s or entity’s access to or use of any Zam.io Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Zam.io Site about others, including without limitation email addresses, without proper consent;



15.8. **Fraud:** Activity which operates to defraud Zam.io, Zam.io users, or any other person; provide any false, inaccurate, or misleading information to Zam.io;

15.9. **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Zam.io intellectual property, name, or logo, including use of Zam.io trade or service marks, without express consent from Zam.io or in a manner that otherwise harms Zam.io or the Zam.io brand; any action that implies an untrue endorsement by or affiliation with Zam.io.

15.10. By using the Service provided on the Website, the User agrees to the following:

- a. The User acknowledges that misdirecting, misleading, or falsifying information regarding Zam.io may lead to both access and legal ramifications for the User, of which include, but are not limited to, the Company withdrawing the rights of the User to use the Service, the Company addressing legal counsel, the Company sending a cease-and-desist order to the User, the Company opening a lawsuit against the User.
- b. The User may not utilize technology that obfuscates identity to facilitate trades for illegal activities. In cases of identity obfuscation, Zam.io may class activities of the User as suspicious activity.
- c. The User is prohibited from providing and/or distributing technology that enables any other User of the Service to violate the Terms of Service of Zam.io.

At its sole discretion, the Company reserves the right to determine whether the activity of a User may be deemed illicit and/or suspicious. Zam.io reserves the right to retain any Currency that is deemed suspicious activity. Any Currency retained will be made accessible only to regulatory/statutory authorities for the purpose of resolving suspicious activity of the User. Currency retained due to suspicious activity will be distributed back to the User once a resolution is found.

15.11. Zam.io uses multi-level systems and procedures to collect and verify information about you in order to protect Zam.io and the community from fraudulent users, and to keep appropriate records of Zam.io's customers. Your access to one or more Zam.io Services, and limits including daily or weekly exchange limits, add funds, transfer, withdrawal funds and trading limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity you provide to Zam.io.

15.12. Zam.io may require you to provide additional documents or verify additional information or to wait some amount of time after completion of a transaction, before permitting you to use any Zam.io Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your account by visiting your account's profile page.

15.13. You may submit a request at support to request increase the limits for your account. Zam.io may require you to submit to Advanced Due Diligence. Additional fees and costs may apply, and Zam.io does not guarantee that we will raise your limits.

## **16. Taxes**

16.1. All users are solely responsible for compliance with the local tax laws applicable under their jurisdiction. Buying/Selling might have tax effects under your local law. If appropriate, we recommend you take legal advice before buying/selling.

**Account:** 40702810500000021560 in JSCB "Transstroybank" (JSC)  
**Correspondent account:** 30101810845250000326  
**BIK:** 044525326