

## TERMS OF SERVICE

### • TERMS USED IN THE AGREEMENT

For the purpose of this agreement, the following terms used and defined below as:

#### **Company**

«UPTRADER» LLC, registration number: 1177847400752, address: office 105, Moskovskiy prospect, 105, Saint Petersburg, 196084, Russian Federation, its subsidiaries and/or assigns \*

#### **Partner**

Serenity Financial OÜ, address: Rännaku pst12, Tallin, Harju county, 10917, Estonia,

#### **System**

platform "SerenityPay.io" served by the Partner - services in a global Internet computer network (hereinafter referred to as the Internet), at the address <https://serenitypay.io>, intended for the use of services provided by the Company.

#### **Law**

Money Laundering and Terrorist Financing Prevention legislation of the Russian Federation.

#### **User**

individual or legal entity that is registered in the system.

#### **Account**

account in the System, registered on the User's name.

#### **Authentication**

recognition procedure, which allows the Company to verify that the connection was made by User by means of electronic identification data.

#### **Electronic Identification Data**

user ID, password and user-generated access code ensures secure authentication.

#### **Trade Application**

controls User's instruction to carry out the exchange transactions in the System.

#### **Verification**

procedures performed by the Company for the receipt and processing of a set of documents from the User confirming the occupation and the identity of the User, or the identity of the authorized persons of the User, as well as describing the User's activities.

Virtual currency exchanging services are provided by Partner, under the operating license No FVR000504. Company is governed by Russian law.

### • SUBJECT OF THE AGREEMENT

2.1. These Terms and Conditions determine rights and obligations between you and the Company. References in these Terms to "SerenityPay.io," "we," "our" or "us" refer the Company and references to "customer," "you" or "your" refer to an individual or entity with whom the Company enters into these Terms. These Terms apply to all visitors, users and others who access or use virtual currency exchange services.

2.2. All services are providing through System of the Partner. Please note that SerenityPay.io is the only official website of the Partner (hereinafter referred to as

"Service"). Your access to the Service and ability to use it is due to the fact that you accept and comply with these Terms. You also agree to be guided by any additional provisions and conditions that may apply to you in connection with your access, browsing and/or use of the System, whether they are contained on the web site of the Partner or in a separate agreement with the Company. In the event of any contradiction between the present Terms and the additional conditions, the additional provisions and conditions should determine the degree of superiority. The Company reserves the discretion to update or revise these Terms and to post updated or revised Terms on the web site of the Company. If you do not accept these Terms, you must leave the website immediately. Please check the terms periodically for changes. Your continued use of the System after any published changes to the Terms means that these changes are accepted by You.

- **RIGHT TO USE**

3.1. The System is not intended for use by minors, and you declare and guarantee that that have reached adulthood, prior to the use of the Service (defined as persons under the age of 18); you have not previously been banned or suspended from using the System; you have all the authority to enter into this agreement and do not violate any other agreements of which you are a party; you are not under the control of a citizen or resident of any prohibited territories; and will not use Services unless any applicable laws in your country prohibit you from doing so in accordance with this Regulation.

3.2. The Company enters into legal relations only with Users who meet the criteria stipulated in this agreement.

3.3. The Company currently does not provide Services in the following countries. This list is subject to change: Afghanistan; Algeria; Bahamas; Bahrain; Bangladesh; Botswana; Bolivia; Bosnia and Herzegovina; Cambodia; Canada; Crimea; China; Cuba; Ecuador; Egypt; Ethiopia; Ghana; Iran; Iraq; Iceland; Japan; Kuwait; Lebanon; Morocco; Mongolia; Macedonia; Libya; Nepal; Nigeria; North Korea; Oman; Pakistan; Palestine; Qatar; Saudi Arabia; Sudan; Syria; Trinidad and Tobago; Uganda; Yemen; United States of America.

- **CREDIT / DEBIT CARD INFORMATION**

4.1. The Company and the Partner do not collect or store information about your credit / debit card. When you choose the online payment, you will be redirected to a secure payment gateway site to process the transaction. Information about your

card / account is reliably authorized by the Company and correspondent banks without transmitting any sensitive information to us.

4.2. To make a payment, the name of the card holder must match the name specified in your System account. The use of the Service by third party cards is strictly prohibited.

## **5. SERVICE**

5.1. The Company provides the User with a platform for buying and selling virtual currencies, such as Bitcoin, Ethereum, Litecoin and others.

Remember that virtual currencies are decentralized and, as such, are not regulated and are subject to significant fluctuations in value.

## **6. COMMISSIONS**

6.1. You agree to pay to the Company fees for each transaction made through the System. All commissions and fees for the Services are included in a price of cryptocurrency that posted in our website.

6.2. By accepting this Agreement, you authorize us or our authorized payment processor to charge or withhold any applicable fees due in connection with your payment under the Services and these conditions.

## **7. TRANSACTION PROCESSING / RETURN**

7.1. We strive to process all transactions within 24 (48) hours. In case of extra AML or verification procedures connected with requests of government bodies or payment systems operators abovementioned term could be increased.

7.2. If you will not be able to provide the Company with all necessary documents, you still have the opportunity to request funds refund. Your funds will be returned to you in full minus commissions of the Company and payment system operators and costs of the Company, and costs of the Company for AML or verification procedures. As a rule, a refund takes up to 30 days and is carried out using the same payment method used for the initial transaction.

## **8. REGISTRATION AND VERIFICATION OF ACCOUNT**

### **8.1. Check in**

8.1.1. All customers of the Service must obtain an account in the System before using the Service. To register an account, you will need to register and fill out data in the registration form, such as an email address, password, password confirmation, as well as accept present terms and conditions, AML policy, privacy policy.

8.1.2. The Company at its discretion may refuse opening an account in the System. You agree to provide complete and accurate information upon opening an account. Any false information provided by you may result in termination of your use or access to the System.

## **8.2. Verification**

8.2.1. After registering an account into the System, you agree to provide the requested personal information to verify your identity. This information is requested and used to prevent actions related to money laundering and terrorist financing, fraud or any other financial crime, and allows us to keep records of such information. You will need to complete certain verification procedures before you are allowed to use the Service. The information we request may include certain personal information, including, but not limited to, your name, address, phone number, email address, address confirmation, and information about your bank account (such as bank name and grade code). By providing us with this or any other information that may be required, you acknowledge that this information is accurate and reliable. You agree to keep us informed if any of the information you provide changes.

8.2.2. You authorize us to make requests that we consider necessary to verify your identity or to protect you and / or us from fraud or other financial crimes, and to take actions that we reasonably consider necessary based on the results of such requests. When we carry out these requests, you acknowledge and agree that your personal information may be disclosed to credit, financial institutions and law enforcement authorities at the appropriate official request.

## **9. PROHIBITED ACTIONS AND TERMINATION OF SERVICES**

Users are prohibited from participating in the following actions, including those prohibited by other provisions of these conditions:

- actions that will or may violate copyrights, confidentiality, property and other rights or interests of other users of this website, third parties, company or partners;
- actions that will or may cause inconvenience, financial loss or other losses to other users of this website;
- actions that have become or may be offensive to public order and morality, or violate laws, rules and regulations;
- false statements when using this website to register an account or for other purposes;
- illegal use of email addresses, passwords or other personal information;
- other actions that may interrupt the operation of this website or interfere with the provision of the Company Services.

The Company is entitled to terminate any existing business relationship between the Company and the User/ and close any existing Account without prior notice if:

competent courts of Estonia.

18.2. Any disputes arising in connection with these Terms or in any way related to the relationship between the Service and the Client will be resolved through negotiations between interested parties.

18.3. All provisions of the present Terms are governed by the laws of the Russian Federation, the English version of the Terms shall prevail.

## **19. FORM OF CONDITIONS**

The Client and the Company jointly acknowledge that the digital form of this User Agreement has full legal force and does not require the signing of a single document, sealed by the signatures of both Parties.