



BAKSTA UAB
GENERAL TERMS & CONDITIONS
(v.1)

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1. General Provisions

The general terms and conditions ("T&C") herein apply exclusively to all transactions, contracts and business relationships with UAB "Baksta", a company based at Eisiskiu Sodu 18-oji st. 11, Vilnius, Lithuania, company code: 306038128 ("Baksta"), including transactions and business relationships conducted on any online or electronic platform (e.g. <https://www.baksta.com/>) or mobile application of Baksta and the associated application programming interfaces' ("API") or applications ("Baksta System(-s)").

Baksta provides with currency exchange services that allow users to place trades for buying and selling virtual currencies to individuals and businesses.

Baksta's services and Baksta Systems are available globally with restrictions in some areas due to regulatory and banking restrictions, or sanctions.

Baksta offers services and concludes contracts only with persons of legal age and duly established legal entities.

2. Becoming a Baksta client

Persons interested in using Baksta services have to register themselves on a Baksta System by providing Baksta with valid and truthful information that is required in the registration process. A person who has successfully completed the registration process (that is confirmed by Baksta) is referred to as a "Baksta Client" and "you".

In order to be able to use the trading options on a Baksta System, you as a Baksta Client, have to verify your account. The verification processes and requirements depend mainly on security requirements, in particular Anti-Money Laundering ("AML") and Know Your Customer ("KYC") considerations, and might change from time to time depending on the legal framework.

You ensure that you keep any and all details of your password confidential and only act for yourself and have created the account only for yourself. It is also prohibited to act as intermediary of any kind or broker of any kind or trustee of any kind for any person, or to grant access to the account to anyone other than yourself. As a preventive security measure, Baksta recommends that every Baksta Client uses the two-factor authentication identification components ("2FA").

Persons who are citizens or resident of certain countries indicated in Section 11 of the T&C might not become Baksta Clients due to regulatory reasons. Depending on the respective local regulatory framework, Baksta may also exclude other jurisdictions from Baksta's services.

Baksta Client shall:

1. Ensure prompt execution of contracts and refrain from all activities that would thwart or endanger such execution.
2. Immediately report any defects or other problems that you either cause or that are brought to your attention and assist Baksta in resolving the problem.
3. Update changes to your personal data (name, mailing / postal address, and email address) immediately via Baksta System or submit them to Baksta via a registered email address. You are aware and accept that Baksta shall always use the last email address and last postal address that you gave Baksta and that any message delivered to this email or postal address shall be lawfully delivered.
4. Always make sure that you have your 2FA available and in working condition when it is used by you. If you lose the 2FA, you must inform Baksta immediately of this loss and follow the instructions of the members of the Baksta support team. You acknowledge and accept that such instructions may be postponed depending on the use of the Baksta support team and that Baksta will not be liable for your claims due to such a delay. If you do not follow the instructions and cannot comply with the security rules and requirements, you will not be able to access the relevant page or your Baksta Client account on Baksta System again and the Baksta Client account on Baksta System including any token may not be and cannot be used until you can find / remember / regain correct 2FA.
5. Provide Baksta with all reasonable data and / or information that Baksta needs to provide its services to you. This includes, but is not limited to, information relating to and evidence of the origin of funds (such as bank statements or other information provided by banks or financial institutions, sales contracts or contracts in general, or other appropriate data to prove or determine the origin of funds). You acknowledge that the documents and data you share must be verified by Baksta. Baksta makes reasonable efforts to review your documents as quickly as possible. However, it might happen that a verification carried out by Baksta is delayed (e.g. due to high trading activity on Baksta Systems). As a result, the execution of your requested transaction may be delayed or, if the documents you have submitted are deemed insufficient by Baksta at its sole discretion, may not be executed at all. In such cases, Baksta shall not be liable for any damage whatsoever resulting from the delayed or aborted execution of your requested transaction. (e.g. exchange rate losses).

Baksta requires certain specified information from you to become a Baksta Client. You are aware and hereby accept that Baksta might, at Baksta's sole discretion, decide at what point in time you must deliver copies of passports (in a notarized and apostilled form or not) and other documents required by law and / or as defined in T&C; if you are a legal entity - copies of company register excerpts or equivalent documents (in notarised and apostilled form or not) and any other documents required by law or as defined in the T&C.

3. Baksta Client Account

1. Baksta Systems allow only one account per Baksta Client ("Baksta Client Account" or "Client Account" or "Account"). Double accounts are strictly prohibited. Should another account (the "double-account") be registered in addition to your first account (the "original-account"), the following applies: Baksta has the right to block and keep the double-account locked. Token which are stored on the double-account will be transmitted to the Baksta Client's original account.
2. Baksta reserves the right to lock and / or freeze and / or close a Baksta Client Account (including the block of a transaction, reverse of a transaction, suspension of a transaction, rescission from a contract / transaction, the loss of any vouchers) immediately and with no further notice to the Baksta Client, if:
 - i. Baksta Client has been accused of (including any reasonably documented media reports or market rumors on): fraud, terrorist financing, money laundering, tax fraud, or any other breach or violation of relevant criminal, administrative or tax laws in any country of the world, taking part in a Ponzi scheme of any kind, using matrix programs / pyramid programs / multi-level marketing or other high-risk business detrimental to customers of any kind; unlawful activity in any country of the world; prohibited gambling; intellectual property or proprietary rights infringement, counterfeit or unauthorized goods; using / distributing drugs and drug paraphernalia or substances designed to mimic illegal drugs; producing / distributing illegal adult content and services; using unfair, predatory or deceptive practice via customers or persons; etc.
 - ii. Baksta has been informed of official investigations (by any competent public authority, but not limited to any public prosecutors in the field of criminal law or tax agents) against such Baksta Client with relation to fraud, terror financing, money laundering, tax fraud, or any breach or violation of relevant criminal, administrative or tax laws in any country of the world.
 - iii. Baksta Client has violated its obligations against Baksta under the T&C.
 - iv. Baksta Client has violated any rules or regulations of a payment service provider.
 - v. Baksta Client has created more than one account with Baksta.
 - vi. Baksta Client uses an account without lawful entitlement to use such an account.
 - vii. Baksta Client conceals the correct identity by submitting incorrect data regarding the Baksta Client Account or an account with a payment service provider.
 - viii. Baksta Client manipulates Baksta Systems. Such manipulation is in particular any usage of an automated system (e.g. bot) or any other usage which contradicts normal and typical trading behavior of human beings and hence, means the involvement of a certain technology, software and / or any system automating such trading, except

such usage has been agreed with Baksta beforehand. The use of an automated system (e.g. bot) is only permitted if you use the official APIs provided by Baksta.

- ix. Baksta Client runs their business in such a way or uses Baksta Systems in such a way that leads to direct debit chargebacks, credit card chargebacks or violations of regulations of involved banks or credit card companies.
 - x. Baksta Client runs their business in such a way or uses Baksta Systems in such a way that causes damage, disadvantages, or losses for Baksta and / or impairs any Baksta service.
3. If Baksta is engaged by you to remedy a declared and / or alleged deficiency and it is proven that there is or was no deficiency or the deficiency is or was in your sphere, Baksta is entitled to demand reimbursement of the expenses incurred as a result.

4. Creating a Baksta Client Account

1. If you wish to use Baksta services, you must first apply for a Baksta Client Account and provide the relevant Individual or corporate KYC documentation. When you register for a Baksta Client Account, you must provide your email address and password. Furthermore, it is mandatory that you accept T&Cs, the Privacy Policy, as well as any other Baksta website regulations.
2. Accounts can be created for both personal and business use. Nevertheless, it is mandatory that the Account owner is the same as the bank account holder. Also, the business / corporate bank account used for transactions (deposits and withdrawals) must be in the company name.
3. In instances where the bank account holder, that being from where the money originates, does not match the owner of the Account, Baksta will be unable to process the transfer and will therefore issue a refund to return the funds to the original Account. Baksta reserves the right to charge an administration fee for this refund.
4. The same applies for a reverse transaction, where the incoming funds owner does not match the outgoing bank account holder name. Baksta reserves the right to charge an administration fee for such reverse transactions.
5. The Baksta Account is strictly for own use and cannot be used to trade on behalf of another individual or entity.

5. Risks

1. As a Baksta Client, you understand and accept the following risks associated with the use of Baksta Systems. Not limited to these examples, you understand the inherent risks set forth above and hereinafter:

- i. **Risk of software weaknesses:** The underlying software application and software platform, the Baksta Systems, mobile applications and system technology, the smart contract systems and other software and technology involved, as well as technical concepts and theories, are still at an early stage of development and are unproven. There is no guarantee or warranty that the process for receiving, using, and owning cryptographic blockchain-based digital information units will be uninterrupted or error-free, and there is an inherent risk that the software and associated technologies and theories could contain weaknesses, vulnerabilities or bugs that, among other things, causing the complete loss of any cryptographic blockchain-based digital information units, in particular, but not limited to token, euros or any value of cryptographic blockchain-based digital information units.
- ii. **Regulatory risk:** Blockchain technologies enable new forms of interaction. It is possible that certain legal systems apply existing regulations for applications based on blockchain technology or introduce new regulations that have a negative impact on the current setup of the systems and, among other things, lead to significant changes in the / all cryptographic blockchain-based digital information units or any value that any cryptographic blockchain-based digital information units may have. Baksta and its affiliates intend to design, modify and / or adapt the Baksta System technology in such a way that the financial market rules are either not applicable to cryptographic blockchain-based digital information units and / or Baksta System technology or if financial market rules are applicable, Baksta will make every effort to abide with and always comply with all forms of the applicable regulation. Respectively within the regulatory risk category, including changes in Baksta System technology in relation to such adjustments, changes and re-designs may lead to the termination or loss of cryptographic blockchain-based digital information units or any value that a cryptographic blockchain-based digital information units may have.
- iii. **Risk of abandonment/lack of success:** The assignment of cryptographic blockchain-based digital information units and the development of any cryptographic blockchain-based digital information unit technologies may be abandoned for a number of reasons including a lack of interest from industry, community and / or the public, lack of funding, lack of commercial success or lack of prospects (e.g. caused by competing projects). Respectively even if the Baksta System technology is partially or fully developed and implemented, it can happen that cryptographic blockchain-based digital information units do not receive any functionality.
- iv. **Risk of theft and Internet vulnerability:** The underlying software application and software platform, the Baksta System technology, the smart contract system(s), other software involved, other technology components and / or platforms might be exposed to electronic or physical attacks resulting in theft or loss of tokens or the theft or loss of private data that impair the ability to develop, implement or use Baksta System technology. You should be aware that SMS / messaging and email services are susceptible to spoofing and phishing attacks and should be careful when reviewing

messages that claim to be from Baksta. You should always log into your Baksta Client Account via www.baksta.com to check transactions or required actions if you are unsure about the authenticity of a communication or notice. Note that phishing attacks often occur despite SMS or email or equivalent services, via search engines or advertisements in search engines or other fraudulent links. Baksta takes no responsibility for lost token or other funds due to spoofing, phishing or other equivalent attacks.

- v. **Risk of Blockchain Mining Attacks:** As with all other public blockchain-based systems, Baksta System technology might be vulnerable to attacks including, but not limited to, double-spend attacks, major mining power attacks, "selfish-mining" attacks and race condition attacks or other mining or non-mining-related attacks. All successful attacks pose a risk to Baksta System technology, the expected proper execution and sequencing of cryptographic blockchain-based digital information units transactions, and the expected proper execution and sequencing of software computations.
- vi. **Risk of depreciation in value/extreme volatility:** Since cryptographic blockchain-based digital information units are not comprehensively regulated, the value of cryptographic blockchain-based digital information units is assessed differently. The value of cryptographic blockchain-based digital information units in whatever form and each token may be subject to extreme volatility and / or the value of cryptographic blockchain-based digital information units might drop to zero. As additional costs might be triggered in relation to regulatory or other risks - and if these costs are added to the value of cryptographic blockchain-based digital information units (whatever value you give to the cryptographic blockchain-based digital information units) for the purpose of calculating - cryptographic blockchain-based digital information units may also decrease in value to zero.
- vii. **General risk:** To the extent permitted by law, there is no guarantee / warranty on tokens and / or the success of Baksta System technology, either expressed or implied, and that all tokens are received at the Baksta Client's sole risk on the basis of "as is" and "under development" and without, to the extent permitted by law, any guarantees / warranties of any kind, including, but not limited to, warranties of ownership or implied warranties, merchantability or fitness for a particular purpose;
- viii. **Market and Community risk:** You are aware of the risks of soft and hard forks and splitting, including the broad possible changes to Baksta System technology that might be imposed by the market or community on Baksta / Baksta System technology. Market and community risk might also be triggered and accelerated by communities that come together, for example, in online forums to discuss certain investment opportunities and products with the intention of placing jointly organized buy and sell orders, which might lead to strong price fluctuations with a high risk of loss.

- ix. **Tax risk:** The tax consequences of the allocation or acquisition of token (in whatever form) as well as the exchange of token, holding of token (in whatever form), the alienation of token (in whatever form) and / or other actions or transactions in connection with tokens might have tax implications at the level of a Baksta Client; therefore you should consult your own tax advisors regarding the tax consequences in connection with the tokens and the Baksta System technology; by submitting a Baksta Client offer to Baksta, and / or receiving, using or holding token, and to the extent permitted by law, you are consenting to not include any related parties (including Baksta, Baksta's auditors, Baksta's contractors, Baksta's consultants, Baksta's employees or Baksta's founders) liable for any tax liability in connection with or arising out of the making of a Baksta Client offer, the allocation, use or ownership of token, or any other action or transaction related to token.

6. Warnings

1. Investing in token offered on the Baksta Systems is highly speculative with the risk of losing all of the capital invested. Such an investment is only suitable for users who can bear a loss of the entire capital invested.
2. Investing in cryptographic blockchain-based digital information units means investing in something completely new and unpredictable. Such an investment is only suitable for users who want to take a maximum risk.
3. You use the offered Baksta Systems at your own risk. Baksta is not offering to invest and not providing any form of investment advisory services.

7. Liabilities

1. Baksta manages the Baksta Systems with the necessary care. However, token exchange systems combine various new areas of experimental technology, and it is very likely that interruptions, failures and other problems will arise. Neither Baksta nor any of its affiliates give any guarantee that such problems will be resolved as quickly as possible. Baksta takes no responsibility other than attempting to find solutions and therefore assumes no liability for any damage caused by interruptions in a Baksta System, as such interruptions are inherent in an experimental field of technology.
2. You are aware that technology-based systems such as Baksta Systems require maintenance and development work and for such work interruptions of the systems (planned and unplanned) are necessary and system inherent.
3. Baksta shall:
 - i. Against business clients only be liable for direct and foreseeable damage in the event of intent or in cases physical damages of persons negligently caused by Baksta.

- ii. Against consumers only be liable for any direct and foreseeable damage in the event of intent, gross negligence or in cases physical damages of persons negligently caused by Baksta.
 - iii. In no way be liable for indirect damage, consequential damage, for damage to other software, lost profit, pure property damages to a Baksta Client or damage to third parties.
 - iv. In particular, not be liable for damage caused by interruptions in Baksta Systems, which are necessary for maintenance work or to avoid network disruptions and / or which are caused by unavoidable events that are beyond the control of Baksta and its affiliated companies (e.g. disruptions of the energy network; regulatory authority interference or on-site visits; strikes, rebellions, environmental causes like earthquakes, storms, etc; wars or national or international conflicts with and without arms; international or national sanctions against certain products, services, persons, countries; legal limitations to cryptographic blockchain-based digital information units at any time or place worldwide; network interference, computer failures or criminal activities through third parties (for example hacking).
 - v. Accept no liability and cannot guarantee that the security certificates displayed on a Baksta System are secure.
 - vi. Not be liable for the loss of user data (e.g. through hacker attacks) that is outside the sphere of Baksta. A Baksta Client will be notified immediately of any loss of data.
4. Baksta assumes no liability for:
- i. Stored crypto-token in a hot and / or cold wallet for a Baksta Client.
 - ii. Baksta Client's information used for transactions in or out of Baksta Systems.
 - iii. Transactions in or out of Baksta Systems.
 - iv. A Baksta Client using websites, mobile applications or services that are not provided by Baksta or any of its affiliates such as third-party wallet services or other third-party services.
 - v. Any user credentials, Baksta Client credentials, 2FA data or other user data. When using websites or services that are not provided by Baksta or one of its affiliates, such as wallet services or other third-party services, Baksta expressly disclaims any liability for the services of third parties and is not responsible for their performance responsible of the third party or the supplier. As a Baksta Client, you use these services entirely at your own risk. Funds sent to such third parties cannot be reversed as these

parties are unwilling to do so. Baksta cannot and will not check the reliability of these third parties. Baksta is under no obligation to contact third parties or to solve the problem.

5. Baksta's failure to enforce or exercise at any time or for any period any condition or right or remedy arising from or under the T&C shall not constitute a waiver of such condition and shall not be construed as such or right or remedy and in no way affects Baksta's right to later enforce or exercise it, unless that right is not time barred, expired or precluded. Any waiver in this regard must be expressly made in writing.

8. Amendments

1. Baksta shall have the right to unilaterally modify and/or update the T&C at any time without notice. The continuous use of the service by the Baksta Client shall be deemed as acceptance of T&C in the last and most updated version. Any Baksta Client shall periodically check the T&C.

9. Governing Law

1. Relationships between the Baksta and Account holder shall be governed by, and construed in accordance with, the laws of Lithuania. The client agrees that the courts of Lithuania shall have exclusive jurisdiction in relation to any disputes.

10. Data Protection

1. Baksta and thirds parties working with Baksta shall manage the personal data of the Baksta Client (including its shareholders, beneficial owners, advisors and/or employees) as per the requirements of Regulation (EU) 2016/679 of the General Data Protection Regulation (hereinafter – “GDPR”).
2. Baksta Client consents to Baksta gathering personal data and other information of the Baksta Client to access the service.
3. Baksta is committed to ensuring the protection of all personal information held and to protect all such data. Baksta recognizes its obligations in updating and expanding T&C or other related policies of Baksta to meet the developing requirements of GDPR or similar international or national requirements.
4. Cross-Border Data: Information that Baksta collects may be stored and processed in and transferred between any of the countries in which Baksta operates or utilizes services to

enable the use of the information in accordance with T&C. The Baksta Client agrees to such cross-border transfers of personal information.

5. Protecting the Baksta Client's privacy is very important to Baksta. Before accessing and using any of Baksta's services, you shall be required to review and consent to Baksta's Privacy Policy.

11. Prohibited jurisdictions

1. Territories of Algeria, Bangladesh, Belarus, Bolivia, Cambodia, China, Colombia, Cuba, Canada, Ecuador, Egypt, Iran, Iraq, Israel, Japan, Libya, Morocco, Nepal, Pakistan, Sudan, Syria, Saint Vincent and The Grenadines Zimbabwe, Liberia, Myanmar, North Korea, The Crimea, Russian Federation and the United States of America (USA), as well as Puerto Rico and the Virgin Islands and any other US possessions or any other jurisdiction in which it is prohibited from using the service are territories in which the Baksta services are not allowed (Prohibited Jurisdictions).
2. Persons located in the Prohibited Jurisdictions, or the residents of Prohibited Jurisdictions are not permitted to use Baksta services. For the avoidance of doubt, the foregoing restrictions on service in relation to Prohibited Jurisdictions applies equally to residents and citizens of other nations while located in Prohibited Jurisdictions. Any attempt to circumvent the restrictions on usage by any persons located (or as a resident) in a Prohibited Jurisdiction is a breach of T&C.
3. All funds (including cryptocurrencies) of a person located in a Prohibited Jurisdiction or a resident of a Prohibited Jurisdiction are void and can be confiscated or may be returned to the person at Baksta sole discretion.

12. AML & Sanctions compliance

1. Baksta expressly prohibits and rejects the use of the Baksta services for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, consistent with various jurisdictions' laws, regulations and norms. To that end, the Baksta services are not offered to individuals or entities on any Politically Exposed Person (PEP) lists, or subject to any United States, European Union, or other global sanctions or watch lists. By using the Baksta services, end users represent and warrant that they are not on any such lists.

13. Miscellaneous

1. Baksta has the right to pass on all data to a competent authority if the data is requested by this authority for the pursuit or investigation of any relevant cases according to the law of the Republic of Lithuania.
2. Baksta and Client consent to the English language in relation to the communication. Any other language shall be used for the sake of simplicity. Any notice or communication must be in English language respectively. The English language version of these T&C is the prevailing version to any other possible version