

# Terms and Conditions

This agreement (“Agreement”) is intended for customers of SQ States LTD. These paragraphs detail the Central Bank of England regulated services provided to you by SQ States LTD. The activity of the company is regulated by the Law on Finance England.

This offer is between you and the company:

SQ States LTD is a private limited company incorporated in England with company number 15082364 and its registered office at 30 ST. MARY AXE, LONDON, ENGLAND EC3A 8BF.

SQ States LTD is hereinafter also referred to as the “Legal Entity”.

References in this Agreement to "SQ States", "we", "our" or "us" refer to SQ States LTD, as indicated in the relevant paragraph, as the person responsible for providing the services discussed, and references to "you" or "your" are the person with whom SQ States enters into this Agreement. In the event that a Legal Entity is specified in a provision without further specification, that provision shall apply to both Legal Entities.

By registering to use an account through sqstates.com or any of our associated websites, application programming interfaces (“APIs”) or mobile applications (collectively, the “Site”), during which you must accept the terms of this Agreement by setting the mandatory checkboxes, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and Cookie Policy.

We refer to the Electronic Money Services, Digital Currency Services and Additional Services (all defined below) collectively as the "SQ STATES Services", which can be accessed through a platform operated by SQ STATES ("SQ STATES Platform") (including the online platform available through the Site or at such place as SQ STATES may direct from time to time). Each of the SQ States LTD Services is provided by SQ States LTD as set out in paragraph 2 below.

## 1. RIGHT TO PARTICIPATE

To be eligible to use any of the SQ States LTD Services, you must be at least 18 years of age and reside in a country where the relevant SQ States LTD Services are available.

## 2. SERVICES

### 2.1 Electronic Money Services.

Electronic money services are regulated by the Central Bank of England. SQ States LTD is an authorized electronic money institution authorized and regulated by the Central Bank of England with registration number 15082364 and listed in the register of companies registered in England.

### 2.2 Digital Currency Services.

The following services may be provided to you by SQ States LTD:

- (A) one or more placed deposits placed in digital currency equivalent to US dollars at the time of the conclusion of the contract, the balance of the personal account allows you to store, track, transfer and manage your balances of certain supported digital currencies, such as Bitcoin, Tether USDT (TRC20, BEP20, ERC20), TRX or Ethereum (collectively referred to as "Digital currency" or “Digital currencies”);
- (B) a local currency exchange service (the "Item") that allows you to receive earned digital currency to your balance or send funds to replenish your balance on the Company's website (subject to certain restrictions, please check with support on the Company's official website). Such transactions can be carried out only through the technical support of the site, the contacts for contacting it are specified in the contacts: hereinafter referred to as - ("Digital Currency Exchange Service").

**IMPORTANT NOTE:** SQ States LTD is a England -based financial services provider that provides its services from England and is regulated by the Central Bank of England (“BoE”).

### 2.3 Multiple Obligations.

Your and SQ States LTD liability under this Agreement is individual and not joint, and each of us is only liable for their respective obligations under this Agreement and for any breach of those obligations by them. This means that each of us is responsible for our own violations of this Agreement, and not for each other's violations.

#### **2.4 Fees and taxes.**

You are responsible for and to pay all fees and taxes in the country where you are a resident. SQ States LTD is not responsible for fees and taxes due in the country of incorporation.

### **3. SETTING UP YOUR ACCOUNT**

#### **3.1 Registering a SQ STATES account.**

In order to use the SQ STATES Services, you must register for a SQ STATES account ("SQ STATES Account") by providing your details, including your name, email address and password, and agreeing to the terms of this Agreement. By using a SQ STATES Account, you acknowledge that you will only use the SQ States LTD Services for yourself and not on behalf of any third party. Each customer can only register one account. You are solely responsible for all activities that occur under your SQ STATES account. We may, in our sole discretion, refuse to open a SQ STATES Account for you, or suspend or terminate any SQ STATES Accounts (including but not limited to duplicate accounts), or suspend or terminate the investment of Digital Currency in your account.

#### **3.2 Identity verification.**

You are required to provide us with the information we request (which we may request at any time we deem necessary to comply with our legal obligations under the Money Laundering Act and other applicable laws for identity verification and detection of money laundering, terrorist financing, fraud, or any other financial crime, including the Verification Procedures and Restrictions, and allow us to keep records of such information in accordance with our obligations under applicable law. You will be required to complete certain verification procedures before you are allowed to continue using the SQ States LTD Services and access certain SQ STATES Services, including certain Electronic Money and Digital Currency transfers, and the restrictions that apply to your use of the SQ States LTD Services may change as a result of information collected on an ongoing basis.

The information we collect may include (but is not limited to) personal information such as your name, telephone number, email address, date of birth and other subscriber status information, as well as any such information, which SQ STATES is required to collect from time to time in accordance with applicable law. SQ STATES will only ask for such information to the extent necessary for SQ STATES to fulfil its legal or contractual obligations.

### **4. ELECTRONIC MONEY SERVICES**

#### **4.1 Replenishment.**

You can fund your Electronic Money account by transferring cryptocurrencies from any exchange or wallet (or other payment methods available on the Site for your location), and your Electronic Money wallet will show the funds as soon as we receive them. You can only load your own funds from your own account and not from any joint, pooled or third-party account. When the funds are transferred to your Electronic Money account, you will be issued SQ STATES Electronic Money, which is the equivalent of US dollars. SQ STATES will only hold funds received from users in a designated escrow account with a regulated financial institution. Electronic money stored in the account on the balance will not bring any interest.

#### **4.2 Deposit or Withdrawal of Digital Money.**

You can top up your balance with Digital Currency using Electronic Money. In order to make a digital currency transaction using Electronic Money, you must follow the relevant instructions on the Site. You authorize us to withdraw Electronic Money from your Electronic Money wallet (exchange). Although we will endeavor to deliver the Digital Currency to you as quickly as possible, the Electronic Money may be debited from your Electronic Money wallet before the Digital Currency is delivered to your account from the SQ STATES Digital Currency.

You may sell Digital Currency in exchange for Electronic Money. You authorize us to debit your digital currency wallet and credit your Electronic Money wallet with the corresponding amount of Electronic Money.

#### **4.3 Receiving transactions.**

According to the company's regulations, the deadline for withdrawal is 72 working hours.

#### **4.4 Revocation.**

When you send us a Digital Currency Funding Transaction using Electronic Money, you may not revoke your consent to that Digital Currency Transaction.

#### **4.5 Failed Payments.**

If the payment to credit your Electronic Money balance is not successful, you authorize SQ STATES, in its sole discretion, to either reverse any related Digital Currency Transactions or charge your other payment methods, including SQ STATES balances or other related accounts, to any amount necessary to complete Transactions in digital currency. You are responsible for maintaining an adequate balance to avoid overdraft or similar fees charged by your payment provider.

#### **4.6 Account Information.**

You will be able to see your Electronic Money account balance and transaction history using the Site, including the amount of each digital currency deposit, a link to identify the payer and/or payee (as applicable), any fees charged (including a breakdown of fees), where currency exchange, exchange rate and the amount (in the new currency) after the exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payer of the payee), and the debit or credit date of each digital currency purchase (depending on from circumstances).

#### **4.7 Redemption of Electronic Money.**

You may exchange all or part of any Electronic Money held in your Electronic Money account at any time by selecting the appropriate option on the Site and following the instructions. Unless otherwise agreed, the funds will be transferred to the wallet you specify when filling out personal data in the profile. If this Agreement is terminated, we will return any Electronic Money remaining in your Electronic Money Wallet and attempt to transfer the funds to the Electronic Money address specified by you. Before withdrawing Electronic Money from your Electronic Money wallet, we may carry out checks to prevent fraud, money laundering, terrorist financing and other financial crimes, and as required by applicable law. This may mean that you will be prohibited or delayed from withdrawing Electronic Money until these checks have been completed to our reasonable satisfaction in order to comply with our regulatory requirements.

#### **4.8 Unauthorized and Incorrect Transactions.**

If a Digital Currency deposit and/or an Electronic Money withdrawal is initiated from your Electronic Money Wallet using your credentials, we will assume that you have authorized such transaction unless you notify us otherwise.

If you believe that there has been a transaction using your Electronic Money Wallet that you have not authorized ("Unauthorized Transaction"), or if you have reason to believe that a transaction using your Electronic Money Wallet has not been completed correctly or completed ("Incorrect Transaction"), you must contact us as soon as possible, and in any case no later than 22 business days after the Unauthorized Transaction or Incorrect Transaction was made.

It is important that you check your e-wallet balance and transaction history regularly to ensure that any Unauthorized Transactions or Incorrect Transactions are identified and notified to us as soon as possible.

We will not be liable for any claim in connection with Unauthorized Transactions or Incorrect Transactions unless you notify us in accordance with this Section 4.8, in which case Section 4.9 below sets out our respective responsibilities. As further described in Section 4.9 below, we will not be liable for any claims in connection with Unauthorized Transactions or Incorrect Transactions if you acted fraudulently, intentionally or with gross negligence and this resulted in Unauthorized Transactions or Incorrect Transactions.

During any investigation into any actual or potential Unauthorized Transactions or Incorrect Transactions, we reserve the right to suspend your SQ STATES Account to avoid further losses.

#### **4.9. Unauthorized Transactions - Electronic Money Wallet.**

If, as a result of our failure, an Unauthorized Transaction occurs in your Electronic Money Wallet, we will refund you the amount of this transaction 72 working hours after becoming aware of the Unauthorized Transaction, and restore your Electronic Money wallet to the state in which it would be if the Unauthorized

Transaction had not taken place. Generally, you will not be liable for losses incurred after you have notified us of an Unauthorized Transaction or if we have failed at any time to provide you with the means to notify us.

#### 4.9.2 Incorrect Transactions - Electronic Money Wallet.

If, as a result of our actions, an Improper Transaction is made in your Electronic Money Wallet, we will refund the amount of that transaction to you without undue delay and restore your Electronic Money Wallet to the state it would have been in if the Improper Transaction had not taken place. We will also endeavor to provide you with reasonable notice as possible. We will also pay any fees for which we are liable and any interest you can prove you have to pay as a result of any Incorrect Transaction. Regardless of our liability, at your request, we will attempt to trace any Improper Transaction initiated by you free of charge. However, we cannot guarantee that we will be able to track such transactions.

#### 4.10 Consent.

By opening a SQ STATES account, you expressly consent to us providing payment services (i.e., Electronic Money Services) to you. You may revoke this consent at any time by closing your SQ STATES account.

For the avoidance of doubt, this consent does not apply to our processing of your personal information or your rights under data protection law and regulations. Please see our Privacy Policy for information on how we process your personal data and what rights you have in relation to it.

#### 4.11 Grievance Process.

If you have a complaint related to the Electronic Money Services provided to you by SQ STATES, we recommend that you first file a complaint through our customer support team [support@sqstates.com](mailto:support@sqstates.com).

## 5. RESTRICTIONS ON TRANSACTIONS AND ENHANCED ADDITIONAL VERIFICATION

#### 5.1 Limits of Deposit and Withdrawal Transactions of Electronic Money.

All SQ States LTD Services are not subject to any fiat or digital currency limit on what you can make or transfer in a given period (e.g., daily). Your transaction limits may vary depending on your payment method, the verification steps you completed, and other factors. We reserve the right to change the application of restrictions as necessary.

#### 5.2 Enhanced Additional Check.

In accordance with the England Anti-Money Laundering Act, we may require you to provide additional information about yourself or your business, provide records and arrange meetings with SQ STATES employees if you wish to increase your withdrawal limits ("Enhanced Additional Verification"). We reserve the right to charge you the costs and fees associated with such Enhanced Additional Review, although if we choose to do so, we will notify you in advance so you can decide if you wish to proceed with your request. At our discretion, we may refuse to top up the balance.

## 6. SUSPENSION, TERMINATION AND CANCELLATION

#### 6.1 Suspension, Termination and Cancellation. We can:

- (a) refuse or suspend, block, cancel a transaction that you authorized (even after debiting your SQ STATES account),
- (b) suspend, restrict or terminate your access to any or all SQ STATES Services, and/or
- (c) deactivate or terminate your SQ STATES account with immediate effect for any reason, including but not limited to where:
  - (A) we need to do so to protect our reputation if that reputation could be compromised by your having a SQ STATES account or by your activities in your SQ STATES account. For example, the dissemination of deliberately false information, including any publications that are such and everything like that, which may threaten the reputation of our company;
  - (B) we are required to do so in accordance with applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;

- (C) you are acting in violation of this Agreement;
- (D) you have violated our "Privacy Policy";
- (E) we have concerns that the transaction is in error or concerns the security of your SQ STATES Account, or we suspect that the SQ States LTD Services are being used in a fraudulent or unauthorized manner;
- (F) we suspect money laundering, terrorist financing, fraud or any other financial crime;
- (G) your use of your SQ STATES Account is subject to any pending litigation, investigation or proceeding by the government and/or we perceive an increased risk of non-compliance with laws or regulations related to your SQ STATES Account activity;
- (H) you take any action that could circumvent our control, such as opening multiple SQ STATES accounts or abusing promotions we may offer from time to time.

We may also refuse to complete or block or reverse a transaction you have authorized if there is not enough Electronic Money in your Electronic Money wallet and/or there is not enough digital currency in your digital currency account to cover the transaction and associated fees at the time we receive notice about transaction.

If we refuse to complete a transaction and/or suspend, limit or close your SQ STATES account and/or terminate your use of the SQ STATES Services, we (unless it is unlawful for us to do so) will provide you with notice of our actions and the reasons for the refusal, suspension or closure, and, if necessary, a procedure for correcting any factual errors that led to the denial, suspension or closure of your SQ STATES account. In the event that we refuse to complete a transaction and/or suspend your SQ STATES account, we will reverse the suspension or complete the transaction as soon as possible once the reasons for the refusal and/or suspension no longer exist.

#### **6.2 Consequences of Termination or Suspension.**

Upon termination of this Agreement for any reason, unless prohibited by applicable law or any court or other order to which SQ STATES is subject in any jurisdiction, you are permitted to access your SQ STATES Account.

You are not permitted to use the SQ States LTD Services or your SQ STATES Account for any other purpose. We may, in our sole discretion, restrict the functionality of the SQ STATES Platform or access to the Site for you as appropriate.

If we suspend or terminate your SQ STATES account or terminate your use of the SQ STATES Services for any reason, we reserve the right to require you to re-complete the procedures in Section 3.2 (Identity Verification) before allowing you to transfer or withdraw a Digital currency or electronic money. You may cancel your SQ STATES account at any time by withdrawing all balances from your Electronic Money Wallet(s). You will not be charged for the cancellation of your SQ STATES account, although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

## **7. RESPONSIBILITY**

### **7.1 Indemnification.**

You reimburse us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives for any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory body) that have been reasonably incurred in connection with any claim, demand or loss arising out of or in connection with your culpable breach and/or our performance of this Agreement (including, without limitation, your breach of our "Privacy Policy" or our 'Prohibited Use Policy', Prohibited business and conditional use') or your violation of any law.

### **7.2 Limitations of Liability.**

Subject to the provisions of this Section 7.1, SQ STATES' total aggregate liability to you for any individual claim or series of related claims for damages, costs, liabilities or expenses that you may incur as a result of or in connection with any breach of this Agreement by SQ STATES shall be limited to the maximum aggregate value of the aggregate value of Digital Currency and Electronic Money deposited in your Electronic Money account and your Digital Currency balance at the time of the relevant breach by SQ STATES. If we are considering a specific claim, this amount is further limited to the purchase/sale amount (as the case may be) of the disputed transaction.

However, SQ STATES bears unlimited liability for intent and gross negligence. With regard to slight negligence, SQ STATES's liability shall be limited to and limited to the foreseeable damages that may ordinarily arise under the contract in the event of a breach of an obligation, the performance of which is essential to the proper performance of the contract and on which you can regularly rely (cardinal duty).

SQ STATES is liable for cases of initial impossibility only if it knew about the impediment to work or if her ignorance was due to gross negligence.

The foregoing limitations or exclusions of liability do not apply to claims arising from fraudulent concealment of a defect, acceptance of a warranty and claims under the England Liability Act, or to damages to life, limb or personal injury.

To the extent that the liability of SQ STATES is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.

### **7.3 Uninterrupted availability.**

The SQ STATES Services, the SQ STATES Platform and the Site are provided on an "as is" and "as available" basis, without any additional promises made by us regarding the availability of the SQ STATES Services. In particular, we make no implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We make no promise that access to the Site, any SQ STATES Services, or any material contained therein will be uninterrupted, timely or error-free.

We make no representations regarding the accuracy, order, timeliness, or completeness of digital currency data. Any material, information, opinion, forecast or estimate presented on the Site is provided by SQ STATES for informational purposes only and is subject to change without notice. You must independently evaluate the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of materials, information, opinions, forecasts or estimates presented on the Site. Accordingly, SQ STATES makes no warranties, and subject to the provisions of Section 7.1, SQ STATES shall not be liable for any damages arising directly or indirectly from your actions in accordance with any materials, information, views, opinions available through the Site.

We will use reasonable efforts to ensure timely processing of Digital Currency Transactions, digital currency debit and credit requests, digital currency wallets, Electronic Money wallets, which depends on many factors. Out of our control.

Except as expressly stated in this Agreement, you hereby acknowledge and agree that you have not relied on any other representations or understandings, whether written or oral, regarding your use of and access to the SQ States LTD Services and Site.

### **7.4 No Liability for Violation.**

We shall not be liable for any breach of the Agreement, including delays, malfunctions or interruption of service, if they are directly or indirectly caused by abnormal and unforeseen circumstances beyond our control, the consequences of which would be unavoidable notwithstanding all consequences to the contrary, and we do not we are liable if the violation is due to the application of mandatory legal regulations.

## **8. AVAILABILITY AND ACCURACY OF THE SITE**

### **8.1 Access and availability.**

(A) while we strive to provide you with an excellent service, we do not guarantee that the Site or other SQ States LTD Services will be available without interruption, and we do not guarantee that any order will be completed, accepted, registered or remain open or that your SQ STATES account be will available;

(B) Please note that our customer support response time may be delayed, including during times of significant volatility.

### **8.2 Website Accuracy.**

In an effort to continue to provide you with the most complete and accurate information possible, the information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including, but not limited to, information about our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on the information contained on the Site are your sole responsibility and we shall not be liable for such decisions.

## **9. CUSTOMER FEEDBACK, REQUESTS, COMPLAINTS AND DISPUTES RESOLUTION**

### **9.1 Contact SQ STATES.**

If you have any feedback, questions or complaints, please contact us through our "Customer Support" email at [support@sqstates.com](mailto:support@sqstates.com).

When you contact us, please provide us with your name, email address, and any other information we may need to identify you, your SQ STATES account, and the transaction for which you have feedback, questions, or complaints.

### **9.2 Complaints.**

If you have any problems with SQ STATES, we recommend that you first contact our support team to try to resolve them, as this is the most effective way to solve your problem.

Within 15 business days of receiving your complaint, the Employee will address all of the issues raised in your complaint by sending you an email ("Resolution Notice") in which the Employee will: (i) propose to resolve your complaint in the manner you requested; (ii) make a decision to dismiss your complaint and state the reasons for the denial; or (iii) offer to resolve your complaint with an alternative solution. Under certain circumstances, if an Employee fails to respond to your complaint within 15 business days, the Employee (unless prohibited by applicable law) will send you a delayed response stating the reasons for the delay in responding to your complaint and indicating the deadline by which the Employee will respond to your complaint (which may be no later than 35 business days from the date we receive your complaint).

Any offer of permission made to you will only become binding on us if you accept it. The offer of resolution will not constitute any admission by us of any wrongdoing or liability in relation to the subject matter of the complaint.

## **10. DATA PROTECTION**

### **10.1 Personal Data.**

You acknowledge that we may process personal data about you (if you are an individual), as well as personal data that you have provided (or will provide) to us in relation to your employees and other partners or other individuals (unless you are an individual), in connection with this Agreement or the SQ STATES Services. We will process this personal data in accordance with the Privacy Policy, which is part of this Agreement. Accordingly, you represent and warrant that:

- (A) your disclosure to us of any personal data relating to persons other than you has been or will be made in accordance with all applicable data protection and data privacy laws, and that data is accurate, current and current at the time of disclosure;
- (B) before providing us with any such personal data, you acknowledge that you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than you, have (or will, at the time of disclosure, provide) an individual with a copy or direct an individual to the web page containing this Privacy Policy (as amended from time to time);
- (C) if we provide you with an updated version of the Privacy Policy from time to time, you will promptly read this notice and provide updated copies of the Privacy Policy to any individual whose personal information you have provided to us or be redirected to a web page containing the updated Privacy Policy.

## **11. SAFETY**

### **11.1 Password protection.**

To access the SQ STATES services, you will need to create or provide security information, including a username and password. You are responsible for maintaining the integrity of the electronic device through which you access the SQ States LTD Services and for maintaining proper security and control of any and all security data you use to access the SQ STATES Services. This includes taking all reasonable steps to avoid loss, theft or misuse of such electronic device and ensuring that such electronic device is encrypted and password protected.

Any loss or compromise of your electronic device or your security data may result in unauthorized third-party access to your SQ STATES Account, as well as the loss or theft of any Electronic Money, Digital Currency and/or funds stored in your SQ STATES Account and any related accounts. You must keep your security data safe at all times. For example, you must not write them down or otherwise make them visible to others.

You must never allow remote access or share your computer and/or computer screen with anyone else when you are logged into your SQ STATES account. SQ STATES will never, under any circumstances, ask you for your IDs, passwords, or 2-factor authentication codes, share your screen, or otherwise attempt to gain access to your computer or account. You must not provide your details to any third party for the purposes of remotely accessing your account. Always log into your SQ STATES account through the Site to review any transactions or required actions if you are in any doubt as to the authenticity of any message or notice.

We will not be liable for any loss that you may suffer due to compromise of account login credentials through no fault of SQ STATES and/or failure to comply with the requirements set forth in this section 11.1 or following or acting upon any notices or warnings which we can send to you.

#### 11.2 Authentication and verification.

To access SQ STATES services, users need to provide an email address and create a password. SQ STATES offers two-factor authentication using the user's mobile device (Short Message Service ("SMS") or a supported time-based one-time password app). A verified phone number is required to enable two-factor authentication via SMS. Users are responsible for the security of electronic devices through which access to the SQ STATES Services, as well as for maintaining proper security and control over any and all security details that are used to access the SQ STATES Services. This includes taking all reasonable steps to avoid loss, theft or misuse of said electronic devices, and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security data may result in unauthorized third-party access to your SQ STATES User Account, as well as the loss or theft of any electronic money, Digital Currency and/or funds stored in your SQ STATES Account and misuse any linked accounts.

#### 11.3 Breach of security.

If you suspect that your SQ STATES account or any of your security data has been compromised, or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-attack) affecting you and/or SQ STATES (together "Breach of security"), you must:

- (A) notify SQ STATES Support as soon as possible by e-mail free of charge to: support@sqstates.com;
- (B) continue to provide accurate and up-to-date information throughout the duration of the breach;
- (C) you must take any steps we reasonably require to mitigate, eliminate, or report any breach of security.

Failure to provide timely notice of any breach of security may be taken into account in our determination of the appropriate resolution of the matter.

#### 11.4 Security and Protection of Your Computer and Devices.

Subject to the provisions of Section 7.1, SQ STATES shall not be liable for any damages or failures caused by any computer viruses or other malicious code that may affect your computer or other equipment, or for any phishing, spoofing or other attacks. We recommend that you regularly use reputable and easily accessible virus scanning and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should exercise caution when viewing messages that appear to be from us.