

# ***Trastcom Ltd – System, Terms and Conditions.***

## ***Main Provisions***

### **1. PREAMBLE**

1.1. This document (hereinafter — the Terms and Conditions) contains the principal provisions pertaining to the operation of the Trustcom System and working in this System.

1.2. The Terms and Conditions define the principles and conditions on which the Administrator — a SEYCHELLES company TRASTCOM LTD licensed by the Financial Services Authority (FSA) — provides for remuneration access to the System's Services to a Customer (any person accepting the Terms and Conditions) charging Fees as per the agreed Rates in accordance with the established procedure; in turn, a Customer shall use the System and its Services in accordance with the Administrator's instructions and guidelines as set forth in these Terms and Conditions.

1.3. This document is the Administrator's official public offer intended for eligible parties (including individuals that are 18 years of age or older) regarding the opportunity to use the System and its Services.

1.4. Pertaining to any and all matters not provided for in the Terms and Conditions, the Administrator may regulate such matters on the basis of its internal procedures and documents (IPD) providing to a specific Customer access to information regarding such internal procedures and documents on this Customer's written substantiated request.

### **2. DEFINITIONS OF TERMS**

2.1. Authorization Details shall mean a combination of the Login and Password and/or Payment Password.

2.2. Authorization shall mean the process of authenticating a person by their Login and Password.

2.3. HSE shall mean a handwritten signature equivalent.

2.4. Prohibited Activities shall mean activities characterized by one or more of the following qualities: constitute criminal offense in a Customer's country of jurisdiction; are connected with sales of GWS prohibited for sale in a Customer's country of jurisdiction; are connected with sales of any GWS (any and all transactions) referred to in Appendix 1 to the Terms and Conditions; contradict the accepted universal standards of ethics and morality.

2.5. Identification shall mean a special procedure of a Customer's providing to the Administrator such Customer's personal data as required by law or under these Terms and Conditions.

2.6. Identified Customer shall mean a registered Customer whose identity was successfully verified during the Identification procedure.

2.7. Customer shall mean a person pertaining to whom there arises a right or an obligation related to transfer, acceptance, and acquisition of the Funds under these Terms and Conditions.

2.8. Wallet shall mean the account of a Customer registered in the System and using the Services, which is stored in the System's database, belongs to this Customer, and reflects the balance of the Funds owned by this Customer.

2.9. Merchant shall mean a Customer carrying out commercial activities and receiving Funds from other Customers for any Goods, Works and/or Services. Either an individual or an entity may be a Merchant.

2.10. Unregistered Customer shall mean a Customer that did not complete the Registration procedure: an Unregistered Customer may use Funds with restrictions as set forth in these Terms and Conditions.

2.11. Unidentified Customer shall mean a registered Customer whose identity was not verified: an Unidentified Customer may use the Services with restrictions as set forth in these Terms and Conditions.

2.12. Transaction shall mean any transfer of Funds via the System.

2.13. Payment shall mean Funds accounted for as funds in a Wallet and transferred from a Customer to a third party or from a third party to a Customer.

- 2.14. Registration shall mean the result of entering a person's data in the System, after which a Customer is identified by the System.
- 2.15. Contact Details shall mean the following addresses and phone numbers: for the Administrator: for communication by mail: \_\_\_\_\_, for communication by phone: \_\_\_\_\_, for communication via Skype: \_\_\_\_\_, for communication via email: \_\_\_\_\_; for a Customer – the contact information provided by a Customer in the electronic form during the Registration procedure.
- 2.16. System shall mean a set of hardware and software developed, created and operating for the purpose of the Administrator's providing the System's Services to a Customer.
- 2.17. Funds shall mean electronic money what is owned by a Customer and accounted for as funds in this Customer's Wallet.
- 2.18. Parties shall mean the Administrator and a Customer referred to jointly.
- 2.19. GWS (Goods, Works and/or Services) shall mean goods (works, services) payment for which is received by a Customer via the System's Services.
- 2.20. Services (System's Services) shall mean Transactions involving Funds in Customers' Wallets made via the System.
- 2.21. Chargeback shall mean the procedure of cancelling a bank card payment initiated by the cardholder through their bank.

### **3. PROCEDURE FOR ACCEPTING TERMS AND CONDITIONS**

- 3.1. A Customer accepts these Terms and Conditions (accepts the public offer) by completing the following procedures in the required order: 1) filling out the registration forms on the System's Website, including the creation of the Authorization Details; 2) reading these Terms and Conditions; 3) confirming accepting them by ticking the relevant field in the registration form.
- 3.2. Acceptance of these Terms and Conditions means a Customer's full and unconditional acceptance of all the provisions and conditions set forth in these Terms and Conditions without any exclusions and/or restrictions, which is equivalent to entering into a bilateral agreement.
- 3.3. These Terms and Conditions are accepted for an indefinite period of time.
- 3.4. A Customer can only obtains access to the System's Services after a Customer has accepted these Terms and Conditions.

### **4. TRUSTCOM WALLET**

- 4.1. After a Customer completes the Registration, a Wallet is opened for this Customer. The purpose of a Wallet is to hold electronic Funds, as well as send and receive electronic Payments. A Wallet is in the currency selected by a Customer from the list of available currencies.
- 4.2. Funds can be kept in a Wallet for an indefinite period of time, and no interest is charged or incurred for any Funds kept in a Wallet.
- 4.3. Certain limits may apply to a Wallet with respect to loading Funds, payments and withdrawals of Funds, which depend on the Customer's Status, type of Wallet, and other factors that the Administrator may take into account at its sole discretion and determination.
- 4.4. The Administrator gives a Customer the possibility to use personalized Wallets or not personalized Wallets.
- 4.6. To use the System's Services, a Customer has to open a Wallet after completing the Registration on the System's Website confirming accepting these Terms and Conditions and their legal capacity. To be able to use the System's Services, a Customer that is an individual must be 18 years of age or older. To open a Wallet of the Business or Corporate type, a Customer must be a legal entity.
- 4.7. A Customer may open a Wallet if that is legally permissible and lawful in this Customer's country of jurisdiction.
- 4.8. If a Customer intends to use their Wallet for commercial purposes, such Customer must in addition comply with the provisions of agreements with the Administrator applicable to Merchants.
- 4.9. The information on a Customer's Transactions with their Funds and use of its Wallet is recorded and kept by the Administrator for the duration of the effective term of these Terms and

Conditions and for a period of five years after that.

4.10. A Customer's actions resulting in changing the balance of the Funds in their Wallet confirm that such Customer agrees with the balance amount, which is displayed in their Wallet at the moment before a Customer performs any actions.

4.11. Access to a Wallet and any Transactions involving the use of a Wallet are only possible after a Customer's Authorization.

4.12. A Login is a Customer's email address or an alphanumeric combination specified by a Customer during the Registration.

4.13. Logins and Payment Passwords are created by Customers and may be changed at any moment.

4.14. A Customer is responsible for keeping their Authorization Details confidential. Any actions related to a Wallet performed with the use of correct Authorization Details shall be considered to be actions performed by the Customer.

4.15. In the event of a Customer losing its Authorization Details, the Administrator shall give this Customer the possibility to recover access to their Wallet.

4.16. The Administrator may perform Wallet Lockdown (suspend Transfers from a Customer's Wallet) in certain cases in accordance with the Terms and Conditions and under applicable laws.

4.17. A Customer may close their Wallet at any time by contacting the Customer Service.

## **5. TRANSACTIONS**

5.1. A Customer may replenish its Wallet by logging into their Personal Account on the Website and following the relevant instructions for replenishing its Wallet.

5.2. Wallet replenishing methods are payment services provided by third parties; therefore, they are not a part of the System's Services.

5.3. The Administrator may restrict the range of Wallet replenishing methods for certain categories of Customers.

5.4. When a Wallet is replenished by third parties, all rights and responsibilities pertaining to the Funds credited to such Wallet shall be the Customer's. Such third party transactions are considered by the Parties as activities by a third party on such Customer's behalf and for such Customer's benefit.

5.5. For security reasons, there are limits established for replenishing Wallets. 5.6. Fees may be charged for replenishing a Wallet.

5.7. A Transfer of Funds is carried out on the basis of a Customer's Order electronically via its Wallet.

5.8. When receiving an Order to transfer funds from a Customer, the Administrator verifies such Customer's right to use Funds based on the Customer's Authentication via the Authorization Details.

5.9. The Administrator may restrict the list of payees of Funds for certain categories of Customers. Specific restrictions are provided on the Website.

5.10. The current limits for various types of Wallets as to the Funds balance and Payment amounts are provided on the Website.

5.11. A Customer may choose a method for withdrawing Funds when creating a request for withdrawing Funds in its Personal Account on the System's Website. During a withdrawal of Funds, a Customer may be requested to undergo the Identification procedure. For a withdrawal of Funds, there must be sufficient Funds in a Customer's Wallet to cover the Fees for the withdrawal of Funds.

5.12. The Administrator may restrict the range of Funds withdrawal methods available to certain categories of Customers.

5.13. Funds are debited in accordance with the procedure set forth in the Terms and Conditions, applicable laws, or the Parties' additional agreement.

## **6. ACCOUNTS AND RECORDS**

6.1. A Customer shall make reporting documents for any period of time in its Personal Account at its own discretion.

6.2. A Customer shall verify that the information pertaining to its Wallet is accurate and current.

## **7. RATES AND PROCEDURES FOR CHARGING FEES**

7.1. The Administrator shall charge fees in remuneration for the Services provided to a Customer (hereinafter – the Fees); the amount and procedures for charging the Fees are specified in the Rates.

7.2. The Rates are published by the Administrator on the Website.

7.3. The Administrator may unilaterally change the Rates. Such changes and amendments shall come into effect from the day that such changes and amendments are published on the Website.

7.4. All commission fees are calculated in USD and rounded off to the nearest whole cents.

7.5. All the Services provided to Customers by the Administrator, in accordance with the applicable laws, are not subject to VAT or any other turnover taxes.

7.6. All applicable Fees are debited to a Customer's Wallet by the Administrator upon the completion of a Transaction that creates a Customer's obligations to pay this Fee, or at the moment when the Administrator has substantiated grounds or information that constitutes the Administrator's claim to the right to charge a Customer this Fee.

7.7. If the Funds in a Wallet are not sufficient to charge the applicable Fees, the Administrator may decline a Transaction or send to a Customer a request to pay the Fees.

## **8. HANDWRITTEN SIGNATURE EQUIVALENT**

8.1. The Parties agree that the Authorization Details provided when a Customer submits Orders to the Administrator are an adequate and sufficient method for the Authentication of a Customer, and verifying the authenticity and integrity of any electronic document sent. A Customer's Authorization Details shall serve as the handwritten signature equivalent (HSE).

8.2. The Administrator shall be the party that verifies the authenticity of a Customer's HSE.

## **9. PERSONAL DATA**

9.1. The Administrator may collect, store, and process the personal data provided by Customers during their transactions, as well as other data automatically transmitted to the Administrator in the process of their use of the System, as well as transfer such data to third parties for the purpose of fulfilling the Terms and Conditions or additional agreements with such third parties, as well as all other Transactions with Customers' personal data permissible under applicable laws.

9.2. The Administrator may collect, store, and process information on any purchases made, services or works paid for the purpose of targeted advertisement, as well as transfer statistical data to third parties without disclosing Customers' personal data.

## **10. PARTIES' RIGHTS AND RESPONSIBILITIES**

10.1. A Customer may:

10.1.1. obtain access to all the System's Services in accordance with a Customer's Status and any other restrictions;

10.1.2. open a Wallet in the System;

10.1.3. receive technical and informational support.

10.2. The Administrator may:

10.2.1. expand the range of the Services;

10.2.2. modify the Software, interfaces, operating procedures, and the Services;

10.2.3. in the event of detecting any defects or failures, for maintenance purposes and the purpose of preventing unauthorized access to the System, suspend its operation;

10.2.4. request that a Customer should provide identification documents and other information in the cases provided for by the Terms and Conditions and the IPD;

10.2.5. In the cases provided for by the Terms and Conditions and the IPD, refuse to carry out a Transaction (including, but not limited to, a Customer's attempt to carry out Prohibited Activities);

10.2.6. resort of retaliation measures against a Customer in the event of this Customer's violation of the Terms and Conditions;

10.2.7. charge the Fees to Customers for the Services in accordance with the established Rates;

10.3. A Customer shall:

10.3.1. comply with the provisions of the Terms and Conditions with the Administrator.

10.3.2. provide reliable and valid information during the Registration in the System and the procedure of Identification.

10.3.3. not allow any third parties to use its Wallet, and not disclose its Authorization Details;

10.3.4. immediately notify the Administrator when discovering a Transaction carried out without their permission, unauthorized access to their personal information, or loss of the Authorization Details; all Transactions carried out with the use of the Password (Payment Password) of this Customer prior to such notification shall be considered as Transactions carried out by this Customer;

10.3.5. guarantee that there is no Malicious Software on their computer (or any other data carrier; work with the System on a computer that has the following installed: antivirus software with the updated database (not later than the date a Customer logs into the System), a firewall, the updated version of a browser, all the necessary updates for the operating system and the software; use only licensed software;

10.3.6. not refuse to provide assistance in any investigation or provide identity verification details or any other information upon request;

10.3.7. not use the System to carry out Transactions aimed at obtaining illegal profit or tax evasion;

10.3.8. not use the System for any purposes that violate any laws, including attempts to carry out Prohibited Activities;

10.3.9. keep independent accounting records of all revenue received as a result of Transactions made through the System and pay all applicable taxes in accordance with the laws of a Customer's country;

10.3.10. ensure that the Funds balance in its Wallet is not negative.

10.3.11. A Customer acknowledges and confirms that all the provisions of the Terms and Conditions are clear, and a Customer accepts them unconditionally and in their entirety.

10.3.12. A Customer shall bear full responsibility for any cancelled, invalid, and disputed Transactions, and for any Chargebacks.

10.3.13. A Customer's failure to comply with any provision of this paragraph 10.3. shall result in this Customer's responsibility for all the expenses incurred.

10.4. The Administrator shall:

10.4.1. establish the Terms and Conditions, organize and carry out control over Customers' compliance with the Terms and Conditions;

10.4.2. provide Customers with the services of access to the System;

10.4.3. send notifications of any Transactions carried out from a Customer's Wallet to the email address provided by this Customer;

10.4.4. ensure the operation of the Customer Service;

## **11. LIABILITY**

11.1. In the event of failure to comply and/or improper fulfillment of the obligations under these Terms and Conditions, the Parties shall be responsible in the accordance with the provisions of these Terms and Conditions, the IPD, and the applicable laws of Seychelles.

11.2. If a Customer delays the fulfillment of any obligation in the monetary form as set forth in these Terms and Conditions, a Customer shall pay to the Administrator a penalty fine in the amount of 0.1% (one tenth of a percentage point) of the amount of such delayed funds to be transferred to the Administrator or any third parties for every day of such delay. A Customer shall pay to the Administrator the penalty fine as specified in this paragraph of the Terms and Conditions within 3 (three) business days after the date a Customer receives a relevant request from the Administrator in writing or electronically. The Administrator has the right but is under no obligation to send a penalty

fine payment request.

11.3. A Customer shall repay to the Administrator the damages incurred as a result of various payments charged to the Administrator due to a Customer's violations of the applicable laws when using the System on condition that the Administrator can provide the relevant documents that confirm the damages incurred by the Administrator.

11.4. A Customer shall bear responsibility for all Transactions accounted for in its Wallet, including any Transactions with the use of bank payment cards. These Transactions shall include any transactions entered into by a Customer's employees, managers, subcontractors and/or consultants, authorized persons, agents, and affiliates, or other parties that have access to this Customer's Waller.

11.5. A Customer shall bear responsibility for complying with the requirements and provisions of all applicable laws.

11.6. A Customer acknowledges and confirms that a Customer agrees with the Policy for Complying with Anti-Money Laundering and Terrorism Financing Requirements published on the Website and guarantees that a Customer shall comply with its provisions and requirements.

11.7. A Customer warrants that its activities on the Internet and in the System do not contradict the generally recognized moral principles and norms.

11.8. A Customer's amounts of obligations may be debited to a Customer's Wallet by the Administrator without notice. When the Funds in such Customer's Wallet are insufficient, the Administrator may request that a Customer immediately replenish their Wallet by the necessary amount, or may proceed with the relevant debt collection procedures against such Customer.

## **12. DISCLAIMER**

12.1. The Administrator shall have no responsibility to a Customer in the event of:

12.1.1. a Customer's transfer of their data to any third parties, deliberate provision of access to their Wallet in the System, or any other violation of the confidentiality of a Customer's information;

12.1.2. presence of any viruses or any other Malicious Software in the hardware and software used by a Customer to access the System;

12.1.3. illegal activities of any third parties, including those related to the use of a Customer's Registration and a Customer's email;

12.1.4. any disputes pertaining to GSW sale-purchase transactions or other transactions between Customers made via the System;

12.1.5. complaints pertaining to a Customer from tax, regulation, and law enforcement authorities regarding any reporting documentation or taxation in relation to a Customer's transactions involving the System.

12.2. The Administrator shall not be responsible for temporary showdowns of the Systems, failures and errors in the operation of any hardware or software (including but not limited to any power outages or damage to any telecommunications networks, software failures, interruptions in the operation of electronic mail systems, Internet providers, payment systems, other lines, channels, and/or networks that are provided, offered, or serviced by third parties, etc.) that occur through no fault of the Administrator; in such cases, the Administrator shall not be responsible for any of a Customer's possible damages or costs.

12.3. The Administrator shall not be responsible for:

12.3.1. a Customer's lack of access to the software or hardware that ensure the System's operation or for any related damages and/or costs incurred by a Customer in such cases;

12.3.2. any consequences of inability to contact a Customer using the Contact details provided by such Customer, as well as for a Customer's providing incorrect information in the System or a Customer's failure to update such information;

12.3.3. a Customer's damages and losses resulting from the impossibility of a Customer's Identification;

12.3.4. any payment services provided to a Customer by any third parties;

12.3.5. any actions by GSW providers whose websites a Customer visits using a link or information on the Website;

12.3.6. a Customer's losses resulting from a Customer's failure to read the current version of the Terms and Conditions or the IPD.

12.4. In the event of the loss of the Authorization Details, the System's locking a Wallet, a Customer's loss of the Password, Wallet Lockdown, or other events that cannot be remedied without a Customer's Identification, the Administrator shall have no responsibility to an Unidentified Customer for any possible damages and the impossibility of the use of a Wallet in the future. An Unidentified Customer can prove that they are the rightful holder of a Wallet by providing the original of this Customer's agreement with the mobile telecommunications services administrator.

12.5. The Administrator shall not be responsible for any damages and losses incurred by a Customer or any third parties as a result of:

12.5.1. Wallet Lockdown;

12.5.2. impossibility of Transactions through a Wallet, regardless of the reasons for such impossibility;

12.5.3. incorrect execution of Orders to carry out Transactions;

12.5.4. issuing erroneous Orders to credit and/or debit Funds to a Wallet;

12.5.5. a Customer's violation of the established procedure for making Payments;

12.5.6. either Party's compliance with the legislative or regulative requirements;

12.5.7. a Customer's violation of these Terms and Conditions and/or the terms of any agreements entered into by a Customer pertaining to the use of the System, as well as the Administrator's instructions and guidelines and/or generally accepted moral and ethical principles.

12.6. In any event, the Administrator's responsibility to a Customer shall always be limited to the amount that does not exceed the amount of the Fees charged to such Customer for a period of the previous 3 months.

12.7. The Administrator shall not be responsible for any indirect or consequential damages incurred by a Customer or any third parties, including any loss of profit, loss (forfeit, non-receipt, unsubstantiated spending) of revenue, contracts, customers, time, data, enterprise, or reputation.

12.8. A Customer shall protect the Administrator's interests, repay any losses and pay compensation to the Administrator, and hold the Administrator and its affiliated parties harmless against any complaints, claims, expenses or costs (including any legal costs, fines and penalties) resulting from or pertaining to a Customer's failure to comply with these Terms and Conditions, any applicable laws or regulations and/or use of the System. This provision shall remain valid after the termination of the relations between the Parties.

12.9. If a completed Payment becomes, through a Customer's fault, grounds for a payer's submitting a complaint against the Administrator pertaining to protection against infringement of rights, the Administrator shall have the right to demand that a payee compensate the Administrator for any losses suffered as a result of the Administrator's funds or other assets levied in favor of such payer.

12.10. The Administrator shall provide to Customers the System's Services on the 'as is' basis, in their current and existing form without any warranties.

### **13. INFORMATION EXCHANGE AND COMMUNICATION**

13.1. During the Registration in the System, a Customer must provide to the Administrator accurate and valid information (hereinafter – the Contact Details) to be used for the purpose of communicating with and sending notifications to a Customer.

13.2. By default, the appropriate method for informing a Customer of a Transaction made with the use of a Customer's Wallet is sending a notification to the email address provided by a Customer.

13.3. A Customer may contact the Administrator at any time by sending a message or by calling the Customer Service (during its business hours).

### **14. SECURITY PROVISIONS**

14.1. A Customer must take all reasonable measures to keep the Password to their Wallet a secret

and not disclose it to any parties.

14.2. A Customer shall bear full responsibility for all the risks related to the use of the Internet during a Customer's interaction with the Administrator (other Customers and/or third parties).

14.3. A Customer shall assume full responsibility for the security of its Authorization Details and for all the risks related to their loss (theft and/or compromise),

14.4. To ensure the security of a Wallet and/or prevent its use for unauthorized or fraudulent purposes, the Administrator shall have the right to take the relevant measures in accordance with applicable laws, the Terms and Conditions, the IPD, including resorting to a Wallet's Lockdown.

## **15. EFFECTIVE TERM AND TERMINATION OF OBLIGATIONS**

15.1. A Customer may unilaterally refuse to comply with the provisions and requirements of the Terms and Conditions under the following conditions:

- absence of any unfulfilled Customer's obligations to the Administrator and/or any third parties interacting with a Customer through the System and/or the Services;
- the Administrator's receipt of a Customer's notification of a Customer's refusal to fulfill the provisions and requirements set forth in the Terms and Conditions that is duly executed and sent by a Customer at least 30 (thirty) calendar days in advance.

15.2. The Administrator may unilaterally refuse to fulfill the provisions and requirements set forth in the Terms and Conditions pertaining to a specific Customer on condition that the Administrator notifies such Customer no later than three days in advance.

15.3. Starting from the date of such refusal as specified above, orders to carry out Transfers on behalf of a Customer shall no longer be accepted; all unpaid Fees shall be considered to be a Customer's debt to be paid. All financial obligations of the Parties that arise prior to such refusal shall remain valid until they are fully satisfied.

15.4. The Administrator may withhold a Customer's funds until the latter fully repays all financial obligations and use such funds as payment for a Customer's debt related to a Customer's obligations.

## **16. AMENDMENTS TO TERMS AND CONDITIONS**

16.1. If necessary, the Administrator may unilaterally make amendments to these Terms and Conditions (including the Rates).

16.2. The updated version of the Terms and Conditions shall be published in the section of the Website.

16.3. A Customer's use of the System after any amendments come into force shall be considered as such Customer's unconditional acceptance of such amendments.

## **17. JURISDICTION AND APPLICABLE LAW**

17.1. All Services shall be provided in accordance with the effective laws of Seychelles. If a Customer's use of the System and Services contradicts the laws of this Customer's jurisdiction, the Administrator recommends that such Customer should not use the Services. A Customer shall bear the sole responsibility for its compliance with the laws of its jurisdiction and for any possible expenses and losses resulting from violating this requirement.

## **18. SETTLEMENT AND RESOLUTION OF DISPUTES**

18.1. All disputes and disagreement arising in the process of the use of the Systems based on the provisions of these Terms and Conditions shall be settled through negotiations.

18.2. The basis for negotiations shall be either Party's submitting a written complaint to the other Party. All Complaints and claims shall be reviewed within thirty days of their receipt. If a dispute can not be resolved in accordance with the complaint procedure within the specified period of time, either Party may apply to a court in the Administrator's country.

## **19. FORCE MAJEURE**



19.1. The Parties shall not be responsible for any delays in the performance or non-performance of the obligations, any expenses, including losses, and costs related to complaints by any third parties that may result from any force majeure circumstances. The Party experiencing the impact of any force majeure circumstances shall notify the other Party within 10 days after the commencement of such force majeure circumstances.

19.2. The provisions of paragraph 19.1. shall not limit or terminate a Customer's obligations pertaining to making an returning Payments, as well as payment of any fines, penalties, Fees, commissions, returning any goods, or (not) performing any works or services.

## **20. MISCELLANEOUS PROVISIONS**

20.1. A Customer shall not have the right to transfer any rights – in part or in full – pertaining to these Terms and Conditions to any third parties without the Administrator prior written consent and permission.

20.2. If one or more of the provisions of these Terms and Conditions are or become invalid under a court decision or any changes in the applicable laws, it shall not serve as grounds for suspending the validity of the remaining provisions Terms and Conditions.

20.3. The Administrator may make any changes and amendments to the Terms and Conditions aimed at ensuring their compliance with the legislative norms and requirements.

20.4. These Terms and Conditions are drawn up in the English language.

20.5. All appendixes to the Terms and Conditions shall constitute their integral part.

## **APPENDIX 1 TO TRUSTCOM SYSTEM TERMS AND CONDITIONS**

Goods, Works, and Services Prohibited for Sale via the System:

1. Weapons, ammunition and defense products, replicas of firearms or cold steel weapons.
2. Drugs, drug-like substances and plants, as well as their ingredients, or any substances for their production, as well as descriptions of methods for producing such substances.
3. Medical drugs and medications dispensed on prescription only, as well as raw materials or instructions for their production.
4. State awards or distinguishing badges.
5. Identification documents and government issued documents (including falsified documents), and everything connected with creating or obtaining false identification documents or counterfeit government issued documents.
6. Government agencies' uniforms.
7. Specialty items related to the police and law enforcement agencies.
8. Electronic equipment prohibited for use in this country or region.
9. Devices used for hacking and tampering with locks.
10. Information containing personal data or data suitable for undertaking illegal activities (spam emails, etc.).
11. GWS or information containing state, banking, or trade secrets.
12. GWS whose sale violates any third parties' copyright and/or related rights, trademark rights, or patents.
13. Information that violates a person's privacy, infringing upon the honor, dignity and business reputation of individuals and legal entities.
14. Information transmitted exclusively virtually and not recorded on any material carrier (ideas, methods, principles, etc.).
15. Archeological heritage items.
16. Items or services that violate the norms of public morality (including, but not limited to, child pornography, Nazi memorabilia items, escort services, and prostitution).
17. Any equipment used to organize and conduct gambling.
18. Any items with available initially but removed serial numbers.
19. Malicious software.
20. Goods or services directly or indirectly compelling illegal actions (promoting social, racial,

religious, or ethnic strife; discrimination, violence, hatred, revenge, harassment; containing propaganda of terror or physical harm).

21. Perishable goods.

22. Fake or counterfeit goods.

23. Items and equipment intended for use (including illegal transfer) of copyright protected items without the permission of the authors (including, but not limited to, components designed to remove copyright protection or regional restrictions, or software elements of electronic devices).

24. Dangerous goods (including, but not limited to, those that contain explosive, toxic, poisonous, and/or radioactive materials).

25. Information about the production of explosive, pyrotechnic, incendiary, and other similar substances and devices.

26. Human organs and human remains.

27. Goods or services that have no value in use.

28. Services of auctions or trading systems that allow carrying out activities excluding transfer of GWS that have value in use.

29. Financial or payment instruments whose accounting systems do not ensure proper identification of the owner for the purpose of combating illegal trade, financial fraud, and money laundering of funds obtained by illegal means.

30. Items of artistic and historical value that constitute a country's cultural values.

31. Services of organizers and operators of lotteries, gambling terminals, gambling, betting, betting shops, betting terminals, casinos, and any games of chance.

32. Services of advertising (promoting) goods, works and services specified in items 1-31 of this list.