

Reyn – Terms & Conditions

Last Updated: 05 August 2022

Reyn Digital Assets OÜ ("Reyn" or "us" or "we" or "our") is a private limited company registered in Estonia with company number 14393747 and registered office address at Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Sõle tn 48-309, 10318 Estonia.

1. ACCEPTANCE

1.1. In these terms and conditions, "you", "your" and "Client" means the person who makes use of the cryptocurrency transaction and storage services provided by Reyn to SmartBytes GmbH ("Coinpanion"). These services are defined in section 4 below.

1.2. In addition to these terms and conditions, you should also read carefully our Privacy Policy, which sets out how we collect and use your personal data.

1.3. By registering with Coinpanion, you agree to be bound by these terms and conditions. If you do not agree to any of the provisions of these terms and conditions, you should immediately cease using the services.

2. AMENDMENTS

2.1. We may amend, modify, update and change any of the provisions of these terms and conditions, including without limitation as a result of legal and regulatory changes, security reasons or changes to the Services. Coinpanion will notify you of any such amendment, modification, update or change by publishing a new version of these terms and conditions on the relevant page of its website, and/or by notifying you by email, at its sole discretion.

3. VERIFICATION

3.1. We may, on registration of your account with us and at any time thereafter request that you provide us with your personal information, including but not limited to your name, address, telephone number, e-mail address and date of birth, as well as your source of funds, financial standing and occupation. We may also verify your details, at any time, by requesting certain documents from you. These documents may include a government-issued identity card, proof of address such as a utility bill, and proof of your payment method.

3.2. We may require further information with respect to our anti-money laundering ("AML") and know your client ("KYC") obligations. In addition, we may require that copies of such documents are notarized at your own expense, meaning that the documents are stamped and attested by a public notary.

3.3. We may require that you attend a video call to verify your identity. Reyn may decide, at its sole discretion, to terminate your account and these terms and conditions, on the basis that such documents or verification provides a negative or uncertain conclusion or we suspect that you are not aged 18 or over.

3.4. We may perform further verification checks on you and require any relevant documentation from you or from any third party for any reason, and for that purpose you hereby authorise us to, directly or indirectly, make any inquiries we consider necessary to check the relevance and accuracy of the documents and information provided for verification purposes.

3.5. You agree and warrant that:

- 1) you will carry out all identification processes personally;
- 2) the data submitted by you will be true, accurate and complete, and that you are aware of the consequences associated with the submission of incorrect, misleading or incomplete information upon the establishment of the business relationship between you and Reyn;
- 3) you meet Reyn's conditions herein for the establishment of the business relationship and the conclusion of transactions on an occasional basis;

- 4) you will show to the third party provider, in front of the camera, the personal data page of your valid identification document;
- 5) that the identification of a person and verification of person's identity is done by the use of information technology;
- 6) the identification verification of your identity does not oblige Reyn to establish a business relationship with you or guarantee the accessibility or availability of its services;
- 7) your identification and its verification with the use of information technology is considered unsuccessful if the identity verification provider rejects the uploaded identification document;
- 8) you cannot make deposits or withdraw funds without prior successful completion of the identity verification process or if you do not provide the documents requested in section 3.2 above;
- 9) we may block or freeze any funds on your payment and/or digital asset accounts and/or suspend your right to access or use those at any time without notification if we suspects that you are using the accounts in violation of these terms and conditions, for money-laundering, terrorist financing, fraudulent or other illegal purpose, or if such course of action is required of Reyn by applicable law.

4. THE SERVICES and USER SERVICE CHARGES

4.1. Through the Coinpanion website and mobile app, you can buy or sell virtual assets available ("Cryptocurrency"), in consideration for either Coinpanion Tokens ("CPT") or other Cryptocurrency, as well as storing your Cryptocurrencies in a cryptocurrency wallet offered by us (the "Services").

4.2. Your use of the Services is subject to our AML and KYC processes and their completion to our satisfaction, and we may save such data on our systems for future use and verification.

4.3. Purchase of CPT and trading of Cryptocurrency by you: following your opening of an account with us, you will be able to purchase CPT from us, in exchange for USD, GBP, EUR or other government-issued currency that is designated as legal tender in its country of issuance as accepted by us from time to time (collectively and individually the "FIAT Currency"). The exchange rate for CPT against FIAT Currency is shown on the Coinpanion website or within the app. This exchange rate is fixed, and does not fluctuate. Following receipt by Reyn of your payment of FIAT Currency, and subject to the provisions of these terms and conditions, we shall deliver the CPT bought by you to your virtual wallet address opened with us. You can then use your CPT balance to trade Cryptocurrency.

4.4. Sale of Cryptocurrency by you: following your opening of an account with us and after opening a wallet with us, you will be able to sell Cryptocurrency to us, in exchange for CPT or another Cryptocurrency (for example, sell Ethereum and buy Bitcoin). When you wish to withdraw funds, you convert your Cryptocurrency to CPT at the exchange rate shown on the Coinpanion website or within the app. Reyn will then buy your CPT and credit your bank account with the FIAT Currency you have chosen to receive. Reyn provides Cryptocurrency purchase and sale within the framework of a «Depth of Market», a window that shows the number of open buy and sell orders for a currency at different prices.

4.5. You acknowledge and agree that it is at our sole discretion whether and when to provide the Services to you; and/or reverse any of your orders and/or transactions. In the event of insufficient liquidity of a certain Cryptocurrency, Reyn may decline or reverse your order for purchasing such Cryptocurrency. You also acknowledge and agree that CPT are usable only within the trading environment that Reyn makes available to Coinpanion users, and that CPT hold no value outside that environment.

4.6. We reserve the right to refuse to process, or to cancel or reverse, any purchase of Virtual Currencies from us or sale of Cryptocurrency to us, as the case may be, in our sole discretion.

4.7. We may suspend, modify, remove or add to the Services at any time.

4.8. Reyn has no obligation to check whether you are using the Services in accordance with these terms and conditions, as updated from time to time. It is solely your responsibility to ensure that you are aware of the current form of these terms and conditions and of any amendments or updates made to them.

4.9. You may not use the Services or the Website in a manner prohibited by any laws or regulations which apply to you.

4.10. Without prior notification, we may suspend or block your access to the Services, including without limitation in the following cases: technical failures or Service errors; if we suspect that your account is not being used by you, but by a third party; or in the case of additional verification procedures, as well as analysis of your activity, to ensure continued AML compliance.

4.11. Under the terms and conditions binding between you and Coinpanion since the point at which you opened your account, Coinpanion is authorised to deduct a percentage of the value of every currency deposit into and of every transaction that you perform within the Reyn platform (the User Service Charge). The User Service Charge is payable monthly, Reyn will deduct it and pay it to Coinpanion.

5. MINIMUM AGE AND RESTRICTED TERRITORIES

5.1. The Services are only available to individuals who are at least 18 years old (and at least the legal age in their jurisdiction). Reyn reserves the right to ask for proof of age from you and your account with Reyn may be suspended until satisfactory proof of age is provided.

5.2. You may not use the Services if you are located in or are a resident of certain countries or territories in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act., including without limitation the following territories: Afghanistan, Algeria, Bahrain, Bangladesh, Democratic Republic of Korea (North Korea), Egypt, Ethiopia, Indonesia, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Malaysia, Mali, Mauritius, Morocco, Nigeria, Occupied Palestinian Territories, Oman, Pakistan, Qatar, Saudi Arabia, Somalia, Somaliland, South Sudan, Sri Lanka, Sudan, Syria, Trinidad & Tobago, Tunisia, Turkey, United Arab Emirates, Vanuatu and Yemen. This list may change from time to time for reasons which include but are not limited to licensing requirements and any other legal and regulatory changes.

5.3. You shall not use the Services where prohibited by law or regulation.

6. GOVERNING LAW AND DISPUTES

6.1. The terms and conditions and the relationship between you and us shall be governed by, and interpreted in accordance with, the laws of Estonia. You irrevocably agree for your and our benefit that the courts of Estonia shall have jurisdiction to settle any suit, action or other proceedings relating to these terms and conditions ("Proceedings"), and irrevocably submit to the jurisdiction of such courts (provided that this shall not prevent Reyn from bringing an action in the courts of any other jurisdiction), and you irrevocably waive any objection which you may have at any time to the laying of venue of any Proceedings brought in any such court and agree not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

6.2. You understand and agree that Reyn's records shall be the final authority in determining your use of the Services and you shall have no right to (and shall not) dispute Reyn's decisions in regard to such matters.

7. RISKS

7.1. Reyn shall not be responsible for any damage or loss incurred by you as a result of the Services. By accepting these terms and conditions, you acknowledge and confirm that you understand and agree that the risks associated with the Services are acceptable by you, taking into account your objectives, your experience and financial capabilities.

7.2. You acknowledge that purchasing or selling Cryptocurrency carries significant risk. Prices will fluctuate daily, often by large percentages. Because of such fluctuations, Cryptocurrency will gain or lose value at any time. Reyn is not liable for any price fluctuations in Cryptocurrency.

7.3. You acknowledge and agree that Reyn does not provide investment or financial advice services, and any communication between you and Reyn cannot be considered as investment or financial advice. By using the Services, you confirm and acknowledge that you have sufficient knowledge, market knowledge and experience to make your own evaluation of the merits and risks of any transaction and that you have received professional advice thereon.

8. LIMITATIONS OF LIABILITY

8.1. In no event shall Reyn, its officers, directors, employees, agents, or third-party service providers be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, including any that may result from (A) accuracy, completeness or content of the Services, personal injury or property damage of any nature whatsoever, (B) third-party conduct of any nature whatsoever, (C) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (D) any interruption or cessation of the services, (E) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (F) any Client content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "X-Rated", obscene or otherwise objectionable and/or (G) any loss or damage of any kind incurred as a result of the client's use of the services, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not Reyn is advised of the possibility of such damages.

8.2. In addition, you specifically acknowledge and agree that any cause of action arising out of or related to the Services must be brought within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred. In addition, you specifically acknowledge and agree that in no event shall Reyn's total aggregate liability exceed the total amount paid by you for the particular Services that are the subject of the cause of action. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of the Services.

9. INDEMNIFICATION

9.1. You agree to protect, defend, indemnify and hold harmless Reyn and the companies in its group, their officers, directors, employees, agents and third party service providers (together, the "Indemnified Parties") from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Reyn directly or indirectly arising from (i) your use of and access to the Services; (ii) your violation of any provision of these terms and conditions or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these terms and conditions or your use of the Services.

10. MISCELLANEOUS

10.1. These terms and conditions contain the entire agreement between Reyn and you relating to your use of the Services and supersedes any and all prior agreements between Reyn and you in relation to the subject matter hereof.

10.2. Reyn may outsource any or all of the Services it provides under these terms and conditions to third parties.

10.3. If any of the provisions of these terms and conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by law.

10.4. The rights and remedies provided under these terms and conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise, or delay by us in exercising, any of our rights under these terms and conditions or otherwise, nor failure by us to insist upon strict performance of any of your obligations shall operate as a waiver of those or any other rights or remedies or relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

10.5. We reserve the right to transfer, assign, sublicense or pledge these terms and conditions, in whole or in part, to any person without notice to you. You may not assign, sublicense, pledge or otherwise transfer in any manner whatsoever any of your rights or obligations under these terms and conditions.

10.6. These terms and conditions have been drafted in the English language. The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.
