

Terms and Conditions for the Currency Exchange Service

This terms of use is valid from 17.05.2023.

Chapter 1. General provisions

§ 1.

These Terms and Conditions govern the making available by BB Trade Estonia OU -, which is the operator of the virtual currency exchange zondacrypto.com - of the fiduciary currency exchange service, provided by the external Service Provider.

§ 2.

For the purposes of these Terms and Conditions, the following terms shall have the meanings specified below:

- **Email Address** – an individual email address of the Client specified by the Client, used for the communication between the Partner's Platform and the Client.
- **Client's Instruction** – an instruction provided by the Client for the Partner to transmit to the Service Provider specific activities related to the provision of the Currency Exchange Service for the benefit of the Client, covered by this Agreement and these Terms and Conditions, containing instructions regarding its content, transmitted in electronic form with the use of the Partner's Platform.
- **Password** – a unique string of letters, numbers or other characters specified by the Client, allowing them to access their Account, which should be kept confidential and cannot be shared with third parties without authorisation.
- **Client** – a natural person, legal entity, organisational unit without legal personality which, through Registration, full activation of the Client's Account and activation of the Currency Exchange Service, intends to use, through the Partner's Platform, the Currency Exchange Service provided by the Service Provider.
- **Client's Account** – a section of the Partner's Platform available after login, protected with a Password, which is a resource of the Client's data and information about their activities on the Partner's Platform.
- **Partner** – BB Trade Estonia OU with its registered office in Estonia, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor), entered in the Estonian register of companies under the number 14814864.
- **Partner's Platform** – an online platform available at the public web address zondacrypto.com operated by the Partner that enables the use of the Currency Exchange Service provided by the Service Provider.
- **Terms and Conditions** – these terms and conditions governing the rules and technical conditions for the provision of the Currency Exchange Service by the Partner through the Partner's Platform.
- **Partner's Terms and Conditions** – the terms and conditions of services supplied electronically by the Partner published on the Partner's Platform
- **Registration** – a set of activities which make up the process of creating the Client's Account on the Partner's Platform, in particular by completing the electronic form available on the Partner's Platform, in accordance with the rules set forth in the Partner's Terms and Conditions.
- **Force Majeure** - an external sudden event, unforeseeable and independent from the Client, Partner and Service Provider, preventing the performance of the Agreement in whole or in part, permanently or for a specified period of time that cannot be prevented or counteracted, in particular epidemics, fire, natural

disasters, strikes, breakdowns, acts of war of any kind, embargoes, other government prohibitions of a financial and economic nature.

- **Transaction** – implementation of the Currency Exchange Service on the basis of the Client's Instruction provided by the Client.
- **Currency Exchange Service** – a service provided for Clients by the Service Provider through the Partner with the use of the Partner Platform, the subject of which is a transaction of exchange of a specified amount of one fiduciary currency to a specified amount of another fiduciary currency, at the rate and in accordance with the exchange terms provided by the Partner, offered by the Service Provider and approved by the Client prior to the performance of the Client's Instruction.
- **Agreement** – an agreement concluded electronically between the Client and the Service Provider through the correct registration on the Partner's Platform and submission of the Client's Instruction on the basis of which the Service Provider provides the Currency Exchange Service through the Partner for the benefit of the Client.

§ 3.

1. The Service Provider provides the Currency Exchange Service for the benefit of the Clients through the Partner with the use of the Partner's Platform on the basis of the Agreement.
2. The Partner only makes the Currency Exchange Service available on the basis of the Terms and Conditions and a separate agreement concluded with the Service Provider.
3. The Client has access to the Currency Exchange Service after acceptance of the Terms and Conditions and after correct and full verification of the Client's Account in accordance with the Partner's internal procedures

Chapter 2. The procedure and conditions for making available of the Currency Exchange Service

§ 4.

1. The Currency Exchange Service provided by the Service Provider is made available for the Client after Registration on the Partner's Platform and acceptance of these Terms and Conditions.
2. The Clients having the Client's Account before the effective date of these Terms and Conditions must read and accept these Terms and Conditions to be able to use the Currency Exchange Service.
3. The Registration process takes place in accordance with the principles laid down in the Partner's Terms and Conditions and additionally requires the Client's consent to the use of the Currency Exchange Services made available on the Partner's Platform provided by the Service Provider.

Chapter 3. Types and scope of the Currency Exchange Service

§ 5.

1. The Currency Exchange Service is provided by the Service Provider, and the Partner only makes it available to the Client through the Partner's Platform.
2. The Partner makes the Currency Exchange Service available in accordance with the Terms and Conditions, a separate agreement with the Service Provider and applicable laws.

3. The Client has access to the Currency Exchange Service after acceptance of the Terms and Conditions and after correct verification of the Client's Account in accordance with the Partner's internal procedures.
4. The Partner is not liable for incorrect or erroneous Client's Instructions, unless the Partner's liability in this respect is based on applicable universally bindings legal standards.
5. The Partner has the right to refuse to perform any activities related to the making available of the Currency Exchange Service to the Client if there are reasonable reasons to believe that any activities of the Client are unlawful.
6. The Partner may at any time suspend the making available of the Currency Exchange Service for the period during which access to the Partner's Platform is suspended and at the request of the Service Provider, for the period it indicates. Information on the suspended making available of the Currency Exchange Service and on the planned time of restoring it will be provided in the Client's Account.
7. If the Client's operations are in breach with the Terms and Conditions or with the Partner's Terms and Conditions, or if the Client has taken any action that adversely affects the Partner's or the Service Provider's security of operation, or if they are harmful to other Clients, are intended to circumvent the safeguards applied by the Partner or the Service Provider, or involve falsifying data in the Currency Exchange Service, the Partner may suspend the provision of the Service for the Client.
8. The Partner reserves the right to reject the Client's Instruction if it is inconsistent with the Terms and Conditions, and also the right to reject and cancel the Client's Instruction if its performance is not possible for reasons not attributable to the Partner and on the basis of universally applicable laws.
9. The primary channel for distribution of information between the Partner and the Client when making the Currency Exchange Service available is the Partner's Platform, email communication channel (support@zondacrypto.com) and chat available on the Partner's Platform.
10. The Currency Exchange Service provided by the Service Provider for the benefit of the Client through the Partner's Platform is performed electronically only.
11. The Currency Exchange Service is provided through the Partner's Platform 7 days a week, 24 hours a day, subject to a temporary limitation or suspension of access to the Services in connection with the technical maintenance of the Partner's Platform or the Service Provider. Notice of the temporary limitation or suspension of the provision of the Currency Exchange Service will be posted in advance on the Partner's Platform.

§ 6.

1. The Currency Exchange Service is performed between the following currencies: EUR; PLN; GBP; USD, subject to subsequent inclusion of other currencies. The service is free of charge.
2. The Client transfers the Client's Instruction related to the Currency Exchange Service for execution by correctly completing and confirming the form specifying the value of the currency to be exchanged and the target currency, and the current exchange rate.
3. The Client's Instruction is sent for execution of the Currency Exchange Service as soon as it is confirmed by the Client on the Partner's Platform.
4. The Partner transfers the execution of the Currency Exchange Service to the Service Provider in accordance with the parameters of the Client's Instruction transferred to the Partner through the Partner's Platform.
5. Execution of the Transaction by the Client is confirmed by the Partner in each individual instance in accordance with the principles set out in § 9 of the Terms and Conditions.
6. The Transaction is settled automatically after the Client's Instruction has been executed by the Service Provider and the confirmation of the specific Transaction has been made available on the Partner's Platform. If execution of the Transaction is not possible, the amount collected will be refunded immediately to the Client by the Service Provider.
7. The Partner reserves the right to block access to the Currency Exchange Service in the event of a breach of the provisions of the AML Act – the legal act is available at: <https://www.riigiteataja.ee/en/eli/517112017003/consolide>.

§ 7.

The Service Provider may reject the Client's Instruction in accordance with the principles set out in the Service Provider's terms and conditions. The Partner will not be liable for any failure to transfer the Client's Instruction for execution if this is due to the Client's Instruction being rejected by the Service Provider.

Chapter 4. System supervision / Liability

§ 8.

1. The Partner reserves the right, for technical or legal reasons, in particular due to the requirements of the procedures arising from universally applicable anti-money laundering and counterterrorist financing laws, to:
 - a. cancel all or selected Transactions, which will be notified to the Client electronically to the Email Address,
 - b. temporarily block the possibility to place the Client's Instructions when using the Currency Exchange Service, which will be notified to the Client electronically to the Email Address,
 - c. temporarily suspend or limit the Currency Exchange Services for the selected currency pair, with or without notice to the Client.
2. The Partner is not liable for any failure to execute the Client's Instruction or Transaction in the event of the Client's Instruction or Transaction being withheld, the Client's Account being blocked or freezing of funds by decision of competent authorities, if such activities have been performed with a reference to the AML/CFT laws, internal procedures of the Partner or in the execution of the Service Provider's decision.
3. The Partner has the right to refuse execution of a specific Client's Instruction or Transaction if the Client fails to meet the requirements specified in the Terms and Conditions or in the event of doubts regarding the lawfulness of the Client's Instruction or the Transaction, and bears no liability in this respect.
4. The Partner does not guarantee execution of the Client's Instructions and Transactions in the event of technical breaks or for other reasons attributable to the Service Provider, and in the event of the Client's failure to comply with the instructions available on the Partner's Platform or arising from the Service Provider's Terms and Conditions.
5. The Partner is not responsible for the technical infrastructure and IT system of the Client and Service Provider.
6. The Partner is not liable for non-performance or improper performance of the Client's Instruction as a result of Force Majeure.

7. The Client is obliged to comply with the security principles set forth in the recommendations published on the Partner's Platform. The Partner is not liable for any consequences of not complying with the said principles.
8. The Client should verify the server certificate to ensure that they have actually connected to the server of the Partner's Platform.
9. For security reasons, the Partner has the right to request from the Client their current personal data or confirmation of these data, and also any other information required by law, in particular the AML/CFT laws.
10. A breach of any provisions of the Terms and Conditions will result in the Client's Account being blocked
11. In the event that the Partner reasonably suspects a criminal offence, in particular if it suspects that the funds in the Transaction originate from criminal activity, the Partner reserves the right to block the Transaction or the Client's Account, and also to notify law enforcement and judicial authorities of the suspicion. The notification is made irrespective of other actions taken by the Partner at its sole discretion. Until the doubts are clarified (e.g. through re-verification of the Client) or until a relevant decision of the competent authority is received, the Partner has the right to block the Client's Account of the relevant Client.

Chapter 5. Transaction Confirmations

§ 9.

1. The Partner must provide the Client with a confirmation of the purchase/sale of currencies for each Transaction they make.
2. Purchase/sale confirmations in the Currency Exchange Service are generated and made available automatically after execution of the Client's Instructions is completed in the Client's Account.

Chapter 6. Personal data protection

§ 10.

1. The Partner and the Service Provider are controllers of personal data within the meaning of Article 4(4) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the “GDPR”.
2. The Partner and the Service Provider apply safeguards to protect data against unauthorised access, including by implementing appropriate technical and organisational measures, implementing of and complying with the personal data protection policy.
3. The Partner and the Service Provider undertake to process personal data of the Clients in accordance with the principles of the GDPR and, as appropriate, with national data protection regulations.
4. The Partner and the Service Provider shall process the following personal data of Clients: first name, last name, address of residence/officially registered address, mobile phone number, email address, ID card/passport (number, date of issue, expiry date, place of issue), date of birth, national identification number (PESEL), place of birth, nationality.
5. The legal basis for the processing of the Clients’ personal data is:
 - a. Article 6(1)(B) of the GDPR - processing is necessary for the performance of the agreement to which the Client is party in order to create the Client’s Account on the Partner’s Platform and use the Currency Exchange Service through the Partner for the benefit of the Client;
 - b. Article 6(1)(C) of the GDPR - processing is necessary for compliance with the legal obligation to which the controllers are subject in order to fulfil the legal obligations laid down in particular in the Estonian AML/CFT act of 26 October 2017 and Lithuanian AML/CFT law of 19 June 1997.
 - c. Article 6(1)(F) of the GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controllers, in particular: improvement of the quality of the Currency Exchange Service, adaptation of the Currency Exchange Service to the needs of the Clients, responding to the requests of the Clients, increasing the effectiveness of the Partner’s Platform, ensuring the Partner’s Platform security, sending the newsletter,

marketing of the Data Controllers' own products. The provision of personal data by the Clients in the Registration process is voluntary but necessary to create the Client's Account on the Partner's Platform and to use the Currency Exchange Service and currencies indicated in these Terms and Conditions. The provision of personal data by the Clients is partly a contractual requirement and partly a statutory requirement. If the Client refuses to provide their personal data, they will not be able to create the Client's Account on the Partner's Platform and use the Services indicated in these Terms and Conditions.

6. In connection with the processing of personal data by the Partner and the Service Provider, the Client has the following rights: the right of access to personal data, the right of rectification of personal data, the right to restrict the processing of data, the right to request erasure of the data, the right to object, the right to data portability, the right to lodge a complaint with a supervisory authority.
7. The Client who believes that the Partner or the Service Provider is processing personal data in breach of the applicable provisions has the right to lodge a complaint with the given supervisory authority, the Estonian Data Protection Inspectorate, 39 Tatari, 10134 Tallinn, Estonia;
8. Personal data of the Clients are not subject to automated decision making, including profiling.
9. Data Controllers may transfer the Clients' personal data to: business partners, associates, outsourcing agents, payment operators, entities offering customer service software, Internet mail service providers, entities offering document scan verification services and server hosting service providers where necessary in connection with the business activities of personal data controllers, in particular in order to implement their contractual relations, and to processors insofar as necessary to support and facilitate the implementation of the purpose of the processing.
10. Business partners and some processors may be established outside the European Union and the European Economic Area (EEA). In this case, data controllers shall verify whether such business partners provide a high level of protection for personal data. Such guarantees arise in particular from the obligation to apply standard contractual clauses of the EU Commission (2010/87 / EC and/or 2004/915 / EC), or the participation of a specific entity in the EU-US Privacy Shield.
11. After the Client quits the Currency Exchange Service, the Partner will not process personal data except as provided for in paragraph 13 of this section.
12. The Data Controllers will process the Client's data for a period not longer than:
 - a. it is necessary for the purposes of processing;
 - b. it is necessary for the settlement of the Currency Exchange Service;

- c. until the time of limitation of claims;
 - d. until the retention obligation under the universally applicable laws expires.
- 13. In the event that the Partner becomes aware that the Client is using the Currency Exchange Service in breach of the Terms and Conditions or applicable laws, the Partner may process the Client's personal data to the extent necessary to determine the Client's liability.
- 14. The Client may not use the Currency Exchange Service anonymously under applicable laws, and in particular the AML/CFT laws.
- 15. In all matters relating to the processing of personal data and the exercise of rights connected with the processing of data, each of the Personal Data Controllers may be contacted by a registered letter sent to its respective address or by email: for the Partner: gdpr@zondacrypto.com ;

Chapter 7. Complaints

§ 11.

1. The Client may submit a complaint if the Currency Exchange Service is made available by the Partner in breach of the Terms and Conditions and other provisions of universally applicable law.
2. Complaints concerning the making available of the Currency Exchange Service by the Partner, covering the activities described in the Terms and Conditions, may be submitted by the Client in writing by sending them via a public postal service provider to the Partner's address: BB Trade Estonia OÜ, Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor), or electronically to: support@zondacrypto.com;
3. The complaint should contain in particular: the Client's identification details, the date of occurrence of the event which constitutes the grounds for the complaint, a description of the objections raised as grounds for the complaint, identification of the operation, Email Address and the Client's expectations as to how the complaint should be dealt with.

4. To enable the Partner to properly process the complaint, it should be submitted by the Client within 30 days of the date on which the Client became aware of the circumstances giving rise to the objections.
5. Complaints are processed by the Partner immediately, but not later than 14 days of their receipt. If the complaint does not contain the information necessary for its processing, the Partner shall request the Client to supplement it as necessary, and in this case the time limit of 14 (fourteen) will start on the date of delivery of the corrected complaint. In justified cases, the Partner may extend the time limit for processing of the complaint by an additional 14 (fourteen) days, which will be notified to the person submitting the complaint.
6. The Partner shall inform the Client about the outcome of the complaint procedure electronically to the Email Address provided during Registration.
7. Notwithstanding the provisions of paragraph 6 above concerning the method of communication of the complaint procedure outcome, the Partner reserves the right to send this information to the Client's mailing address.
8. If the complaint cannot be processed within the time limit specified in paragraph 5 above, the Partner will notify the Client to this effect in the manner specified in paragraph 6 or paragraph 7 above, informing the Client in particular of:
 - a. the reasons for the delay,
 - b. the circumstances which require determination,
 - c. the estimated time to process the complaint (not more than 45 days from the date of receipt of the complaint).
9. If the Partner rejects the Client's claims specified in the complaint, the Client has the right to submit an appeal to the Partner. The Partner's response to the appeal received should be considered as the Partner's final position.
10. If in the Partner's final position the Partner rejects the Client's claims specified in the complaint, the Client has the right to:
 - a. take advantage of a mediation institution or arbitration court or other mechanism for the amicable settlement of disputes, where the financial market authority so provides;
 - b. bring an action before a common court with an indication of the entity to be sued and the court of proper jurisdiction to hear the case.
11. The Partner allows the option of amicable settlement of the dispute.
12. A complaint that does not relate to the Partner's activity described in the Terms and Conditions, in particular concerning the provision of the Currency Exchange Service by the Service Provider, shall be transferred to the Service Provider or another relevant entity, as appropriate. The entity to whose activity the complaint relates shall process it in accordance with the principles indicated in its regulations and internal rules.

§ 12.

The Partner may at any time address an inquiry to the Client, if it is suspected that the Client is in breach of any provisions of law, the Terms and Conditions, principles of social coexistence or rules of morality, and the Client is obliged to provide the Partner with the information necessary to clarify the circumstances connected with the breach.

Chapter 8. Final provisions

§ 13.

1. The Currency Exchange Service is provided through the Partner's Platform for an indefinite period of time.
2. The Partner reserves the right to temporarily modify the principles indicated in the Terms and Conditions in the case of promotion campaigns organised by the Partner or the Service Provider. In each individual case, the principles of promotion campaigns will be indicated in their respective terms available on the Partner's Platform or the Partner's web pages.
3. The Partner has the right to amend the Terms and Conditions at any time. Notice of the planned amendments to the Terms and Conditions will be provided to the Clients at least 7 days before their effective date in electronic form to the Email Address, and also by posting information on the Partner's Platform.
4. If the Client does not accept such amendments to the Terms and Conditions, they should, before the effective date of these amendments, within the time limit set out in paragraph 3 above, send a notification of such non-acceptance by email to: support@ [zondacrypto.com](mailto:support@zondacrypto.com)

5. Non-acceptance of amendments to the Terms and Conditions entails discontinuation of the Currency Exchange Service made available for the Client.
6. If the Client does not notify their non-acceptance of the amendments to the Terms and Conditions before the effective date, subject to the time limit referred to in paragraph 1, they will be deemed to have accepted the new Terms and Conditions.
7. The Client using the Currency Exchange Service is required to comply with these Terms and Conditions.
8. The language used to communicate with the Client shall be primarily English.

§ 14.

1. Any matters not provided for in the Terms and Conditions shall be governed by the Partner's Terms and Conditions and universally applicable laws of the Republic of Estonia.
2. In the event of any conflict between the Terms and Conditions and the Partner's Terms and Conditions, these Terms and Conditions shall prevail.

§ 15.

These Terms and Conditions are provided to the Clients free of charge through the Partner's Platform, in a form which allows their retrieval, display, fixation and printing.

§ 16. Minimum Exchange Value – Fiat Exchange

Minimum values of one-off transactions:

- PLN - 30
- EUR - 10
- GBP - 10
- USD - 10

Maximum values of one-off transactions:

- PLN - 2,000,000
- EUR - 500,000
- USD - 150,000
- GBP - 150,000

§ 17.

The Terms and Conditions with this wording enter into force on 17 May 2023.