

## PARCENT S.R.O. TERMS OF USE

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE, MOBILE APP AND SERVICES. BY CLICKING THE “LOGIN/SIGN IN” BUTTON OR BY ACCESSING, REGISTER OR USING SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS TERMS OF USE, PLEASE DO NOT USE THE WEBSITE, MOBILE APP AND/OR OUR SERVICES.

### SUMMARY OF TERMS OF USE

This summary of our Terms of Use offers you an overview of the key terms that apply to your use of our website, mobile app, platforms, and other services. While we hope this summary section is helpful, you should read the complete Terms of Use below since they provide important information about how our services work. The complete Terms of Use govern your use of service provided by Parcent s.r.o. is a limited liability company (reg. No 17221684) registered in Czechia with its registration address at sídlem Osadní 869/32, Holešovice, 170 00 Praha 7, Czechia. Parcent s.r.o. operates and provides virtual currency services under the Czech Trade Register, issued by the Czech Trade Register (REGISTR ŽIVNOSTENSKÉHO PODNIKÁNÍ - ID RZP: 144936763). **Parcent s.r.o. is doing business as “Evercash”.**

### Our Services

Parcent provides you with a simple and convenient platform for an exchange of digital asset for fiat currency and vice versa; exchange of one type of digital asset to another at the established exchange rates, as well as digital asset wallet services.

Parcent carries out its services carefully and reliably. However, unavoidable interruptions, such as necessary maintenance work, can occur; such interruptions lie outside Parcent control. Parcent will, however, endeavor to correct any disturbance or disruption, as quickly as possible.

The range of services available to you will depend in part upon the country of which you are a resident and from which you access to our services.

### Eligibility and Acceptable Use

You must meet certain eligibility criteria to use Parcent. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of Parcent services. Additionally, there are certain things you cannot do when using Parcent, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the acceptable use section (Section 13) for more details.

### Other Important Legal Terms

There are important legal terms provided below in the complete Terms of Use, including your identification responsibilities, our limitation of liability and warranty disclaimers. Please take the time to read these terms carefully. You can always contact us through support if you have any questions via [support@evercash.eu](mailto:support@evercash.eu).

**IMPORTANT:** By registering for and opening an User Account through our platform, you unconditionally accept these Terms of Use, which may be updated from time to time, and agree to be bound by and act in accordance with them. You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of the website, mobile app and/or your User Account, including but not

limited to, those related to export or import activity, taxes or foreign currency transactions.



## COMPLETE TERMS OF USE

These Terms of Use and any terms expressly incorporated herein (“Terms”) apply to your use of the platform, which includes the website and mobile app operated and maintained by Parcent s.r.o. is a limited liability company (reg. No 17221684) registered in Czechia with its registration address at sídlem Osadní 869/32, Holešovice, 170 00 Praha 7, Czechia. Parcent s.r.o. operates and provides virtual currency services under the Czech Trade Register, issued by the Czech Trade Register (REGISTR ŽIVNOSTENSKÉHO PODNIKÁNÍ - ID RZP: 144936763) (hereinafter, “Parcent”, “we”, “us”, or “our”), and the exchange services provided by Parcent as described in these Terms (collectively, our “Services”). **Parcent s.r.o. is doing business as “Evercash”.**

### 1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

- 1.1. **“External Account”** means any Digital Asset Account: (i) from which you may load Digital Asset into your User Account, and (ii) to which you may push Digital Asset from your User Account.
- 1.2. **“Financial Account”** means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.
- 1.3. **“User Account”** means a user account accessible via the Website and Mobile App where Funds may be stored by Parcent on behalf of a user, under the name of “Evercash”.
- 1.4. **“Digital Asset Account”** means any Digital Asset address or account owned or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Parcent.
- 1.5. **“Digital Asset”** means Bitcoins, Ethereum and other digital mediums of exchange that may be exchanged via the Services. Digital Assets are not accepted by a state owned central bank as a method of payment.
- 1.6. **“Funds”** means Digital Assets and/or Fiat.
- 1.7. **“Fiat”** means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.
- 1.8. **“Website”** means our website’s address: <https://evercash.eu/>.
- 1.9. **“Mobile App”** means mobile application Evercash, which is available on Appstore and Google store.
- 1.10. **“EUPi”** is a stable coin created on the ERC20 protocol, regulated in accordance with European legislation and 100% secured by a cash deposit in EUR. 1 EUPi is equal to 1 EUR.
- 1.11. **“Restricted Locations”** means the following jurisdictions Abkhazia, Afghanistan, Albania, Angola, the Bahamas, Barbados, Republic of Belarus, Botswana, Burundi, Burkina Faso,

Cambodia, Cayman Islands, Central African Republic, the Democratic Republic of Congo, the Republic of Côte d'Ivoire, Crimea, Cuba, Democratic People's Republic of Korea (DPRK), the State of Eritrea, The Gaza Strip, Republic of Ghana, Gibraltar, the Republic of Guinea-Bissau, Haiti, Hawaii (state of the US), the Islamic Republic of Iran, the Republic of Iraq, Jamaica, Jordan, the Republic of Lebanon, the Republic of Liberia, the State of Libya, the Republic of Mali, Morocco, the Republic of Mauritius, Mongolia, Myanmar, the Republic of Nicaragua, Federal Republic of Nigeria, Northern Cyprus, the Islamic Republic of Pakistan, the State of Palestine, the Republic of Panama, Russian Federation, Sahrawi Arab Democratic Republic, the Republic of Sierra Leone, the Republic of Senegal, the Federal Republic of Somalia, South Ossetia, the Republic of South Sudan, the Republic of the Sudan, the Syrian Arab Republic, Trinidad and Tobago, the Republic of Uganda, USA, Vanuatu, the Bolivarian Republic of Venezuela, The West Bank, the Republic of Yemen, the Republic of Zimbabwe.

## 2. Eligibility

2.1. Parcent may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions ("Restricted Locations").

2.1.1. An exception (excluding USA) can be made if a national from the Restricted Location is a resident of a country not listed in Section 1.11. of these Terms and can provide supporting documents upon our request.

2.2. You further represent and warrant that you:

- (a) are at least 18 years old;
- (b) have not previously been suspended or removed from using our Services;
- (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (d) using our platform in your own name and for your own benefit;
- (e) are not located in, under the jurisdiction of, or a national or resident of any Restricted Locations, except in the circumstances specified in Section 2.1.1.; and
- (f) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.
- (g) you are not a national or resident of the USA.

2.3. Additionally, by agreeing to this Terms you certify that you pursue participation in blockchain-based networks as a part of your activity.

## 3. User Account

3.1. User's identification procedure. Parcent maintains the highest standards of Know Your Customer processes and controls as part of our commitment to combating fraud and assisting in the prevention of money laundering and terrorist financing. To ensure we meet these standards, users are required to provide certain personal details and documents when opening an User Account. Parcent verifies users' identity through documentary means, non-documentary means or both. The use of anonymous accounts is strictly prohibited. Moreover, we are required to retain certain information and documentation obtained as part of the User's identification procedure. These requirements apply even when you have terminated your relationship with us. We reserve the right to keep such information and documentation for the

required period and you accept and agree that information and documentation you provide to Parcent may be retained by us, including following the closure of your User Account. More information regarding the storage of personal data can be found in our Privacy Policy on our website.

3.2. Number of User Accounts. You may create only one account.

3.3. User Account information and security. In order to engage in the Services, you must create an User Account and provide any requested information. When you create a User Account, you agree to: (a) create a strong and unique password that you do not use anywhere else; (b) provide accurate and truthful information; (c) maintain and promptly update your User Account information; (d) maintain the security of your User Account by protecting your password and restricting access to your User Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your User Account; and (f) take responsibility for all activities that occur under your User Account and accept all risks of any authorized or unauthorized access to your User Account, to the maximum extent permitted by law.

3.4. The creation of accounts with Parcent on behalf of third parties or the transmission of the User Account to third parties is strictly prohibited and may be prosecuted.

3.5. It is strictly forbidden to use the User Account and/or Services for any kind of illegal purposes.

3.6. If Parcent has reasonable suspicion that an User Account is used to receive the proceeds of criminal activity, including but not limited to Fiat and/or Digital Assets, and/or User Account and/or Services is used for any other kind of illegal purposes Parcent reserves the right to close the user's User Account and to freeze the Funds pending clarification by government authorities. Parcent reserves the right to cooperate with the authorities and to provide them with all data required for the purposes of an initiated investigation into any violations.

3.7. Parcent may, at its sole discretion and without liability to you, refuse to open an User Account for you, or suspend or terminate any existing Account.

#### **4. Privacy Policy**

Please refer to our Privacy Policy for information about how we collect, use and share your information. We are subject to various legal and regulatory obligations imposed by the laws and supervisory authorities, anti-money laundering laws, corporation laws, privacy laws. These obligations may require us to process certain personal data for identity verification, payment processing or other purposes not disclosed herein. Please refer to our Privacy Policy for information we may collect about you.

#### **5. General Obligations**

5.1. Conditions and Restrictions. We may, at any time and in our sole discretion, impose limits on the exchange amounts permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

5.2. Accuracy of Information. You must provide any information required when creating an

User Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete. Personal data, including name, last name, address, email, phone number, or any other changes regarding personal data and documents which changes during the use of Services must be immediately updated and submitted to Parcent by sending such information to support@evercash.eu.

5.3. Taxes. It is your responsibility to determine what, if any, taxes apply to the exchange operations you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Parcent is not responsible for determining whether taxes apply to your exchange operations or for collecting, reporting, withholding or remitting any taxes arising from any exchange operations.

## 6. User Account Funding

6.1. Funding your User Account. In order to complete an exchange operation via the Services (as described in Section 7), you need to fund your User Account.

6.2. Funding your User Account with Fiat. You may load Fiat to your User Account using your selected payment method(s): (a) via bank transfer on Parcent's bank account specified on the Website/Mobile App mentioning your User Account ID number in the aim of the payment or (b) via Visa / Mastercard payment (via payment service provider approved by the Parcent).

You may be charged fees by the payment service provider and/or the bank you use to fund your User Account. Parcent is not responsible for any payment service provider and/or the bank fees or for the management and security of the transaction. You are solely responsible for your use of any payment service provider and/or the bank and you agree to comply with all terms and conditions applicable to payment service provider and/or the bank you use to fund your User Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable payment service provider and/or the bank and Parcent makes no guarantee regarding the amount of time it may take to load Fiat into your User Account.

**The Fiat currency received from you will be converted into EUPi at the exchange rate of 1 EUPi = 1 EUR and credited to your User Account. By transferring Fiat currency to your User Account, you hereby acknowledge and understand that Parcent does not store your Fiat currency on your User Account. At any time, you can request a withdrawal of funds to your Financial account, subject to the conditions in paragraph 6.4., then EUPi will be converted back to Fiat at the same rate of 1 to 1.**

**IMPORTANT: If due to technical circumstances the EUPi is acquired for less than 1,00 Euro, Parcent has the right to correct the amount of EUPi held by the user accordingly through all means and instruments available, including by correcting the amount during the redemption/withdrawal process.**

6.3. Funding your User Account with Digital assets. You may load Digital assets to your User Account using one of the approved External Accounts identified via the Services.

You may be required to verify that you control the External Account that you use to load Funds to your User Account. You may be charged fees by the External Account you use to fund your User Account.

Parcent is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Parcent makes no guarantee regarding the amount of time it may take to load Digital assets into your User Account.

#### 6.4. Withdrawal of/to an External/Financial Account.

Parcent combines your Fiat balance with the balances of other users and holds it in Parcent's bank accounts opened in the EU member state banks. Parcent also combines your Digital Assets balance with the balances of other users and holds it in Parcent's Digital Assets wallet.

Provided that you have added your External/Financial account details to your User Account and the balance of Funds in your User Account is greater than any minimum balance requirements needed to satisfy any of your open transactions, you may withdraw any amount of Fiat/Digital Assets, up to the total amount of Funds in your User Account in excess of such minimum balance requirements, from your User Account to an External/Financial Account, less any fees charged by Parcent for such transactions (as described in the Fee Schedule at the time of your request to push Fiat/Digital Assets to an External/Financial Account). When you request that we push Fiat/Digital Assets to your External/Financial account from your User Account (withdrawal), you authorize Parcent to execute such transaction via the Services. Parcent will process the withdrawal of Fiat/Digital Assets to your External/Financial Account from your User Account in accordance with your instructions. You are solely responsible for ensuring that any withdrawal instructions provided to Parcent are complete and correct and you accept and agree that under no circumstances Parcent be under any obligation to reverse or amend any such withdrawal. You accept and agree that Parcent provides no guarantee in relation to the withdrawal processing period. Withdrawals to the account of any third party are expressly prohibited.

6.5. Rejected Transactions. In some cases, the External/Financial account may reject your Digital Assets/Fiat or may otherwise be unavailable. You agree that you will not hold Parcent liable for any damages resulting from such rejected transactions.

6.6. The use of anonymous accounts for Digital Assets/Fiat transactions is strictly prohibited.

### 7. Exchange Orders

7.1. Placing an Exchange Order. When you submit a new exchange order via the Services, you authorize Parcent to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees (as described in Section 10 below).

The User Account will indicate all the costs related to the purchase/sell of the Digital assets included in the exchange order. The exchange order is considered approved if you, at the time of placing the order, indicate that you agree to these Terms and the conditions for Services by pressing the button "Confirm the order". Before confirming any exchange order, you must ensure that the amount of Fiat/Digital Assets to be converted is correct and that you agree to the quoted exchange rate.

Exchange rate. Exchange rates are established by the management of the Parcent and are published on the Website/Mobile App. The Parcent has the right to independently and unilaterally change exchange rates of Digital assets and corresponding fees at any time by placing information on these changes on the Website. Such changes and modifications will become effective upon publication on the Website.

The Website/Mobile App shows exchange rates against the euro. The Digital assets purchase rate reflects the amount of the Digital assets you have to pay to obtain EUR 1.00. The selling rate reflects the amount of the Digital assets you will receive for EUR 1.00.

Exchange rates shown on the Website are indicative. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets, the actual market rate at which an exchange order will be executed may be different from the rate indicated on the Website at the time of your order. You understand that we are not liable for any such price fluctuations. The exchange rate applicable to the transaction will be notified by the Parcent to you in the exchange order, where you shall expressly announce to the Parcent whether or not you agree to make the deal. Thus, when buying and selling Digital assets a rate is used, which is current after mutual exchange rate reconciliation just before the transaction is executed.

7.2. Cancellation of order. Once your order has been executed, you may not change, withdraw or cancel your authorization for Parcent to complete such transaction.

The exchange order can be cancelled by Parcent in the event of an emergency, if for certain reason there is no possibility to exchange the Digital assets, in which case the full amount paid will be returned immediately to you. Possible reasons for the cancellation of an order are (a) technical difficulties or damage in the IT systems that result in an incorrect display of the Digital asset price or availability status which does not reflect the actual one and (b) an emergency situation on the world cryptocurrency market, such as rapid price fluctuations, or a downturn in the supply. You understand the above and hold Parcent harmless in case of a cancellation of a placed order.

In the event of a market disruption or Force Majeure event (as defined in Section 23.5), Parcent may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open orders. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7.3. Execution of the exchange order. We will attempt to deliver Fiat/Digital Assets to you as promptly as possible, Fiat/Digital Assets may be debited from your User Account before the status of your Fiat/Digital Assets transaction is shown as complete and Fiat/Digital Assets is delivered to your User Account.

7.4. Insufficient Funds. If you have an insufficient amount of Fiat/Digital Assets in your User Account to complete an exchange order via the Services, we may cancel the entire exchange order or may fulfill a partial exchange order using the amount of Fiat/Digital Assets currently available in your User Account, less any fees owed to Parcent in connection with our execution of the exchange order.

7.5. Independent relationship. You acknowledge and agree that: (a) Parcent is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Parcent shall be considered or construed as advice.

7.6. Parcent reserves the right to refuse to process or to cancel any pending order.

## **8. Card Payment Services Policy**

8.1. By using the Card Payment Services, you acknowledge and agree to the following:

- You can make deposit/withdrawal (here and after payment/payments) to/from your digital account on Parcent, in accordance with the Terms of Use;
- You are the authorized signatory on the debit or credit card you are using to make the payment and you have the appropriate authority to validly accept the terms of this Terms;
- You will pay the total amount incurred with the Card Payment Services, including any related charges, fees, and taxes;
- You are responsible for any fees or charges from your card issuer associated with using the CardPayment Services, including, but not limited to any currency conversion costs;
- Parcent is not responsible for debit or credit card payments that are refused or declined by your card issuing company;
- Further, you acknowledge that the payments using the Card Payment Services are made through a secure third-party website, and all card payment details entered through the payment gateways are encrypted. We do not capture, hold or retain any credit or debit card information and real time debit information used to complete the payment. On successful completion of the process, you will receive confirmation of your payment on screen.

8.2. Withdrawals. Withdrawals are possible only to cards or bank accounts that were previously verified by Parcent. The client can withdraw the Fiat funds only to the card or bank account that was previously used for depositing the funds to Parcent.

8.3. Errors. In the event of an error, whether via our Services, in a payment order confirmation, in processing your payment, or otherwise, we reserve the right to correct such error and revise your payment transaction accordingly (including charging the correct price) or to cancel the payment and send back any amount received. Your sole remedy in the event of an error is to cancel your payment order.

8.4. Payment Method. Only valid payment methods specified by us may be used for deposit/withdrawal to/from your digital account in Parcent. You represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your payment order may be suspended or cancelled automatically. You agree to resolve any problems encountered in order to proceed with your payment order.

8.5. Returns or Refunds. Due to the nature of the services the site provides, all deposits made by Client to Client's digital account on Parcent via the Services are final. Parcent does not accept any returns or provide refunds. Client can make withdrawal from Client's digital account anytime on his/her own.

## 9. Risk Disclosure

9.1. Fluctuation in value and price. The value of Digital Assets depends on the fluctuation in value and price. The investment in Digital Assets is highly speculative with a risk of loss of the

capital invested in Digital Assets. Therefore Digital Assets is only suitable for users, who can accept a loss of the invested capital.

9.2. Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, Internet connections, malware affecting the Website and/or Services-related software. You acknowledge that Parcent shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, howsoever caused.

9.3. Other risks. Parcent is not responsible for any losses, damages or claims arising from events falling within the scope of: (1) mistakes made by the user of Services, including forgotten passwords, payments sent to wrong Digital Assets/Financial account addresses, and accidental deletion of the User Account; (2) security problems experienced by the user of Services, including unauthorized access to the User Account; (3) actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

9.4. Information published on the Website. The Website provides information and material of a general nature. Parcent runs the platform with the best of their knowledge and belief. Nevertheless, Parcent assumes no responsibility and accepts no liability whatsoever, regarding the accuracy of information given on their website. Users are not authorized and nor should rely on the Website for business advice or advice of any kind. In no way the Parcent is responsible for the actions, decisions, or other behavior taken or not taken by you in reliance upon the Website, the Mobile App or the Services.

9.5. Parcent does not store, safeguard, or administer fiat currency on behalf of you.

## 10. Fees

10.1. Amount of Fees. You agree to pay the fees for trades completed via our Services ("Fees") as made available via the Fees and Limits, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any exchange orders that take place following the effective date of such revised Fee Schedule.

10.2. Third-Party Fees. In addition to the Fees, your External/Financial Account may impose fees in connection with your use of your designated External/Financial Account via the Services. Any fees imposed by your External/Financial Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External/Financial Account provider.

10.3. Payment of Fees. You authorize us, or our designated payment processor, to charge or deduct your User Account for any applicable Fees owed in connection with exchange orders you complete via the Services.

## 11. Electronic Notices

11.1. Consent to Electronic Delivery. You agree and consent to receive electronically all

communications, agreements, documents, receipts, notices and disclosures (collectively, “Communications”) that Parcent provides in connection with your User Account and/or use of the Parcent Services. You agree that Parcent may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

11.2. Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with Parcent and have sufficient storage space to save past Communications or an installed printer to print them.

11.3. Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, Parcent may suspend or terminate your use of the Services.

11.4. Requesting Paper Copies. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support. In order for us to send paper copies to you, you must have a current street address on file with Parcent. Please note that Parcent operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Parcent may charge you a processing fee, in the amount described in the Fees and Limits, for each page of Communication requested.

11.5. Updating Contact Information. It is your responsibility to keep your email address on file with Parcent up to date so that Parcent can communicate with you electronically. You understand and agree that if Parcent sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Parcent will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Parcent to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by sending such information to support [support@evercash.eu](mailto:support@evercash.eu). You can update your password at any time by logging into your User Account. If your email address becomes invalid such that electronic Communications sent to you Parcent are returned, Parcent may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you. If you fail to disclose the change of an email, the written notifications intended for you are considered to be legally delivered, if they are sent to the last designated email address. Parcent is in no way liable for any damages as a result of out-of-date contact information.

## 12. Unclaimed Property

If for any reason Parcent is holding Funds in your User Account on your behalf and Parcent is unable to return your Funds to your designated External/Financial Account after a period of inactivity, then Parcent may report and remit such Funds in accordance with applicable legislation.

### **13. Acceptable Use**

13.1. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information;
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

### **14. Feedback**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, and ideas or other information or materials regarding Parcent or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Parcent. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

### **15. Copyrights and Other Intellectual Property Rights**

15.1. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Parcent or Parcent logo and all designs, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Parcent Materials") are the proprietary property of Parcent or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

15.2. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Parcent Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the Parcent Materials; (b) the distribution, public performance or public display of any Parcent Materials; (c) modifying or otherwise making any derivative uses of the Parcent Materials, or any portion thereof; or (d) any use of the Parcent Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

## **16. Third-Party Content**

In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links (“Third-Party Content”). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## **17. Suspension; Termination**

In the event of any Force Majeure Event (as defined in Section 23.5), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for Parcent, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your User Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Parcent will return any Funds stored in your User Account not otherwise owed to Parcent, unless Parcent believes you have committed fraud, negligence or other misconduct.

## **18. Declining or discontinuance of Services**

We may, in our sole discretion and without liability to you, with or without prior notice and at anytime, decline, modify or discontinue, temporarily or permanently, all or any portion of our Services.

## **19. Disclaimer of Warranties**

19.1. Except as expressly provided to the contrary in a writing by us, our services are provided on an “As is” and “As available” basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

19.2. You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer

through our services.

19.3. You understand and acknowledge that your personal data and identifiers may be shared with duly authorised third parties, due to legal obligations such as prevention of crimes and/or to provide the Service requested by You.

## 20. Limitation of Liability

20.1. Except as otherwise required by law, in no event shall Parcent, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whetherin an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the Parcent materials, including without limitation any damages caused by or resulting from reliance by any user on anyinformation obtained from Parcent, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failureof performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to Parcent records, programs or services.

20.2. To the maximum extent permitted by applicable law, in no event shall the aggregate liabilityof Parcent (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, in relation to these Terms or arising out of or relating to the use of, or inability to use the Services, exceed the fees paid by you to Parcent during the 12 months immediately precedingthe date of any claim giving rise to such liability.

## 21. Indemnity

You agree to defend, indemnify and hold harmless Parcent (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 22. Applicable Law; Resolution of Disputes

22.1. Parcent and you agree that any disputes arising between us shall initially be attempted to be resolved by mutual negotiations. In such a case, you shall contact Parcent by sending an email describing the dispute to [support@evercash.eu](mailto:support@evercash.eu), and Parcent shall contact you via the email that was used for registration or any other information that you provided to Parcent in order to access the User Account. In the event the dispute is not resolved within sixty (60) calendar days of the date of the sending of an email, either party may commence proceedings in the courts of Czech Republic which shall, subject to 22.2. below, have exclusive jurisdiction for any disputes arising out of and/or in connection with this Terms.

22.2. These Terms shall be governed and interpreted in accordance with the laws of Czech Republic. The

Parties agree that any dispute arising out of or in connection with these Terms or your use of the Services shall be submitted for resolution to the courts of Czech Republic and resolved based upon the territorial jurisdiction.

## **23. Miscellaneous**

### **23.1. Entire Agreement; Order of Precedence.**

The following Terms and Conditions apply to any person that registers for and/or opens a User Account through Website <https://evercash.eu/> or any associated mobile applications, or APIs. The Terms constitute a legally binding agreement between you and Parcent s.r.o., registry code 17221684, which is a company incorporated under the laws of the Czech Republic. For further information on Parcent and its subsidiaries please see the Company Information page on the Website. By registering for and opening an User Account, you unconditionally accept these Terms and agree to be bound by and act in accordance with them. You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of the Website and/or your User Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Parcent for the Services or for any other Parcent product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Parcent, the terms of that other agreement will only apply if these Terms are specifically identified and declared to be overridden by such other agreement. In case of a conflict with other terms, these Terms shall prevail. Parcent explicitly doesn't accept your terms or terms of any third party. You agree that no other terms than these Terms apply to your relationship with Parcent.

### **23.2. Amendment.**

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. You should visit the Website regularly to check when the Terms were last updated and to review the current Terms. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email and/or providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable Parcent websites and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any users of the Services. The continued use of your User Account, after any amendment to these Terms, constitutes your acceptance of the Terms, as modified by such amendment. If you do not accept the Terms, or any amendment to them, you must immediately stop using the Website and your User Account and inform Parcent accordingly.

### **23.3. Waiver.**

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

### **23.4. Severability.**

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

### **23.5. Force Majeure Events.**

Parcent shall not be liable for (1) any inaccuracy, error, delay in, or omission of any information, or the transmission or delivery of information; (2) any loss or damage arising from any event beyond Parcent reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Parcent reasonable control (each, a “Force Majeure Event”).

### **23.6. Assignment.**

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Parcent, including by operation of law or in connection with any change of control. Parcent may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

### **23.7. Headings.**

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

