

**Public offer
to conclude a contract for the provision of services using the mobile
application«BITCASH»**

October 15, 2021

This document, posted by Bitcash LLC (Republic of Belarus) (hereinafter referred to as the Contractor) in the global computer network Internet on the website at the address: <https://bitcash.by/>, is a public offer, that is, the Contractor's proposal to conclude a reservation on the provision of services using the BITCASH mobile application (hereinafter referred to as the Agreement) with an individual – a resident or non-resident of the Republic of Belarus who has reached the age of 18 years or another age from which such a person is considered fully capable in accordance with the legislation of the country of which he is a resident (hereinafter referred to as the Client).

The contract between the Contractor and the Client is considered to be concluded at the time of acceptance by the Client of this public offer.

The acceptance of the offer, that is, the Client's consent to conclude the Agreement, is the fact of installing the BITCASH mobile application on a mobile device, launching a mobile application and clicking the "Create a wallet" button, after which the Client is considered to have agreed to the terms of this public offer in full (without reservations) and becomes a party to the concluded Agreement.

This public offer is an offer to conclude a Contract on the following terms.

1. SUBJECT OF THE CONTRACT

1.1. The subject of this Agreement is the provision by the Contractor to the Client of services using the BITCASH mobile application, including:

provision of a cryptocurrency wallet module for storing digital signs (tokens) of Clients, fixation (reflection) of relevant information in the Mobile Application;

connection of the Client to the System of the Cryptocurrency Exchange Operator in order for the Client to carry out transactions for the purchase, sale of digital signs (tokens) for Belarusian rubles and (or) foreign currency;

connection of the Client to the System of the Cryptocurrency Exchange Operator in order to make transactions for the exchange of digital signs (tokens) for other digital signs (tokens);

fixation (reflection) of information received from the Cryptocurrency Exchange Operator as a result of transactions;

redirection of the Client to the bank transfer service, other services of the Bank for issuing virtual bank payment cards (crypto cards);

fixation (reflection) of information about the Client's bank payment cards entered by the Client;

other services determined by the available functionality of the Mobile Application.

Directly transactions with digital signs (tokens), the issue of virtual bank payment cards (crypto cards), settlements and other banking operations in the Mobile Application are not made, but are carried out by the relevant resident of the High-Tech Park

(Cryptocurrency Exchange Operator) or the Bank and, accordingly, are not the subject of this Agreement. Relations between Customers, the Cryptocurrency Exchange Operator, the Bank are regulated by separately concluded agreements. between these persons.

1.2. By entering into this Agreement, the Contractor transfers to the Client the right to use the Mobile Application in compliance with measures aimed at protecting confidential information and only for the following purposes:

with downloading and familiarization with the Mobile Application;
the Client's extraction of the useful properties of the Mobile Application;
public display of the results of the Mobile Application.

1.3. This Agreement is a mixed contract with elements of a contract for the provision of paid services, a license(sublicense) agreement.

The services specified in the first part of paragraph 1.1. of this Agreement may be provided by the Contractor personally or with the involvement of third parties. Also, a separate functionality of the Mobile Application may be used by third parties to provide other services to Customers (not specified in the first part of paragraph 1.1 of this Agreement) - in these cases, the relationship between these third parties and Customers is governed by separately concluded contracts.

1.4. The initial term of provision of services under this Agreement is the date of its conclusion. The deadline for the provision of services under this Agreement is determined by the date of its termination (termination) in accordance with Section 13 of this Agreement.

2. GENERAL CONDITIONS

2.1. The Client performs actions in the Mobile Application, based on the available functionality, observing the terms of this Agreement.

2.2. In order to carry out transactions with digital signs (tokens), carry out settlements and other banking operations, the Client must conclude an agreement with the Operator of the exchange of cryptocurrencies in accordance with the offer posted on the global computer network Internet on the website at the address: <https://whitebird.io/ruby/>, and with the Bank in accordance with the offer posted on the global computer network Internet on the website at: <https://www.vtb.by/>.

2.3. The Client can use the Mobile Application (receive services) in case of registration in it, subsequent identification and authentication using a PIN code, as well as one-time codes sent to the Client's e-mail address to perform individual actions in the Mobile Application.

The procedure for using the Mobile Application by the Client is determined by this Agreement.

2.5. Electronic messages used in the relationship between the Client and the Contractor, sent in the Mobile Application or to the Client's e-mail, are recognized as equal in legal force to the relevant documents on paper, and give rise to similar rights and obligations of the Parties.

The Client and the Contractor agree that in case of successful identification and authentication of the Client in the Mobile Application, any actions of the Client within this system (in the Mobile Application) are considered to be committed personally by

the Client and signed by analogy to the Client's handwritten signature in accordance with Article 161 of the Civil Code of the Republic of Belarus.

Confirmation of the identification and authentication of the Client, his will, the performance of actions in the Mobile Application are documents in electronic form (action protocols, electronic journals, etc.) formed in the Mobile Application, in the Contractor's systems, the Cryptocurrency Exchange Operator's System, the Bank's information systems, and other third parties. the information contained therein. These paper carriers certified by the Contractor are recognized by the Client as proper evidence and can be used as supporting documents in any state bodies, organizations, as well as presented as such to notaries or when considering disputes in courts.

2.6. Identification and authentication of the Client in the Mobile Application is carried out on the basis of the PIN code invented by him, and with multi-factor authentication - also on the basis of a one-time password sent to the e-mail address entered by the Client. To perform certain actions, additional authorization of such actions may be required. The relevant requirements are determined independently by the Contractor and are fixed in the functionality of the Mobile Application.

2.7. The Parties shall recognize the Minsk Standard Time as a time scale when working with the system.

2.8. If the Client is a non-resident of the Republic of Belarus, such Client confirms that the establishment of relations with the Contractor, as well as the exercise of his rights and the fulfillment of his obligations under the terms of the Agreement, does not contradict the legislation of the state of which he is a citizen (subject) of which he is and (or) in the territory of which he has a permanent residence in accordance with the residence permit (or similar document).

3. TERMS AND DEFINITIONS

3.1. In this Agreement, the following terms and definitions are used in the following meanings:

Bank – CJSC VTB Bank (Belarus);

mobile device - a mobile technical device (smartphone, tablet or other device) that has access to the network of the global computer network Internet, on which software is installed that allows you to install the Mobile Application and use its functionality;

Cryptocurrency exchange operator – White Bird LLC, a legal entity resident of the Republic of Belarus, which is a resident of the High-Tech Park;

Cryptocurrency Exchange Operator's system – software, the rights to which belong to the Cryptocurrency Exchange Operator, located on the servers of the Cryptocurrency Exchange Operator, access to which is provided by the Mobile Application using the API;

Client identification and authentication factors – PIN code invented by the Client, one-time codes coming to the e-mail address entered by the Client in the Mobile Application. These factors are used by the Client for identification and authentication in the Mobile Application, including for the purpose of the Client performing actions determined by the functionality of the Mobile Application. If there is available functionality in the Mobile Application, additional factors of identification and authentication of the Client may also be used.

Other terms and definitions are used in the meanings established by the Treaty or by acts of legislation of the Republic of Belarus.

4. RIGHTS OF THE CONTRACTOR

4.1. The Contractor has the right to:

4.1.1 make changes to the Agreement in accordance with clause 13.4 of this Agreement;

4.1.2. suspend the provision of services (carrying out actions by the Client in the Mobile Application) in the following cases:

unscheduled replacement, repair, maintenance of equipment and (or) software used by the Contractor to provide the service for a period of up to 24 hours (inclusive) - without prior notice to the Client, more than 24 hours - with the placement of a notice in the global computer network Internet on the Contractor's website at the address: bitcash.by (other official website of the Contractor in case of its change);

detection or suspicion of illegality of the actions carried out in the Mobile Application (using the Mobile Application) and factors of identification and authentication of the Client, including in the presence of circumstances giving reason to believe that the Mobile Application is not used by the Client;

in case of contradiction of the action that the Client wishes to perform using the Mobile Application, the legislation of the Republic of Belarus or the terms of this Agreement, the Client's failure to fulfill the terms of this Agreement;

in other cases established by the legislation of the Republic of Belarus and this Agreement, as well as the documents of the Cryptocurrency Exchange Operator and the Bank;

4.1.3. send to the e-mail address specified by the Client when registering in the Mobile Application (or subsequently when using it) messages of an informational or advertising nature (the Client has the right to refuse to receive these messages, which is not the basis for refusing to conclude or terminate this Agreement by the Contractor);

4.1.4. in order to comply with security requirements – establish additional procedures to be completed by the Client to gain access to all functions of the Mobile Application;

4.1.5. perform other actions aimed at the execution of this Agreement.

5. CLIENT'S RIGHTS

5.1. The Client has the right to:

5.1.1 suspend or terminate the use of the Mobile Application;

5.1.2. carry out available actions in the Mobile Application (using the Mobile Application), use the functionality available to the Client;

5.1.3. independently change the PIN code invented by him for identification and authentication;

5.1.4. refuse to receive informational or advertising messages by sending the Contractor a corresponding refusal in writing or using other means of communication.

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor undertakes:

6.1.1. qualitatively and timely provide services to the Client using the abundant

appendix in accordance with the terms of this Agreement;

6.1.2. take measures to prevent unauthorized access of other persons to information transmitted using the functionality of the Mobile Application;

6.1.3. ensure the security, confidentiality and integrity of the information transmitted when working in the Mobile Application, provided that the Client complies with the terms of this Agreement;

6.1.4. comply with the provisions of the law in the execution of this Agreement, including the legislation on consumer protection.

7. OBLIGATIONS OF THE CLIENT

7.1. The Client undertakes:

7.1.1. comply with the requirements set forth in this Agreement, comply with its terms;

7.1.2. not to carry out actions in the Mobile Application (using the Mobile Application) related to the implementation of entrepreneurial activities, legalization of proceeds from crime, financing of terrorist activities and financing of the proliferation of weapons of mass destruction;

7.1.3. keep secret and not transfer to other persons the factors of identification and authentication of the Client and (or) information about them. Immediately inform the Contractor if the Factors of identification and authentication of the Client and (or) information about them to third parties get in;

7.1.4. provide the Contractor with reliable data about himself, including in case of an additional request from the Contractor, when such a request is necessary to comply with the requirements of the law;

7.1.5. get acquainted with the terms of this Agreement before its conclusion, with the documents referenced in this Agreement, other documents posted on the global computer network Internet on the Contractor's website at: bitcash.by (other official website of the Contractor in case of its change), regularly check the information on the specified website;

7.1.6. not to use the Mobile Application for purposes contrary to the legislation of the Republic of Belarus and other states, as well as for the purpose of causing damage to the Contractor or other persons.

8. REMUNERATION

8.1. The Client shall not pay the Contractor remuneration for the services specified in the first part of clause 1.1 of this Agreement, provided using the Mobile Application, as well as for granting the rights to use the Mobile Application in accordance with clause 1.2. of this Agreement.

The remuneration of the provision of services to the Client is ensured by the Contractor receiving remuneration (commissions) from the Cryptocurrency Exchange Operator, the Bank, and other third parties. The provision of the rights to use the Mobile Application in accordance with clause 1.2 of this Agreement is free of charge.

9. REPRESENTATIONS AND WARRANTIES

9.1. The Client certifies the Contractor and guarantees that he:

9.1.1. is a fully capable and capable person in accordance with the applicable

legislation of the country of his residence (permanent residence);

9.1.2. is not a person included by various countries and supranational entities in the number of individuals, including individual entrepreneurs, involved in terrorist activities;

9.1.3. understands the principles of operation of the Mobile Application and the financial risks arising from this change in the real value of digital signs (tokens), as well as other potential risks associated with its use;

9.1.4. previously he was not the Client, the Agreement with which was terminated by the Contractor unilaterally by deactivating (removing) factors and authenticating the Client, the Client's personal account;

9.1.5. had the opportunity to fully familiarize himself with the content of the Agreement and all its integral parts, as well as the documents referenced in this Agreement.

10. LIABILITY OF THE PARTIES. DISPUTE RESOLUTION PROCEDURE

10.1. The Parties shall be liable for improper fulfillment of their obligations under the Agreement in accordance with the legislation of the Republic of Belarus.

10.2. The Client is responsible for all actions carried out using the Mobile Application and identification and authentication factors, unless otherwise specified in this Agreement.

10.3. Losses caused to the Client through the fault of the Contractor (except for cases when the Contractor is not responsible for their infliction in accordance with Section 11 of this Agreement) are subject to compensation in full.

10.4. All issues and disagreements arising out of or in connection with the Agreement shall be settled by the Parties through negotiations. If it is impossible to reach an agreement between the Parties, the dispute shall be considered in court in accordance with the legislation of the Republic of Belarus (the law applicable to the Agreement is the substantive law of the Republic of Belarus).

11. LIMITATION OF LIABILITY

11.1. The Contractor shall not be liable:

for malfunctions caused by poor-quality work of third parties and organizations (mail, Internet operators, communication networks, electrical networks, services of mobile operators and other services);

in case of incorrect indication of one of the identification and authentication factors, as well as a technical malfunction of the mobile device (other equipment) or software use by the Client when performing actions using the Mobile Application;

for losses caused by the performance of actions using the Client's identification and authentication factors received by third parties, both at the will of the Client and contrary to it, except for cases when they became available to third parties in connection with the Contractor's violation of the terms of this Agreement;

for theft of confidential information, disclosure of it by the Client, including the use of malicious programs (viruses, spyware) running on the Client's mobile device;

for the speed of delivery to the Client's mobile device by mobile operators of information messages related to: disruption of the network of mobile operators; malfunction or loss of the mobile device by the Client, other objective reasons;

for any losses incurred by the Client due to the fact that the Client did not familiarize him him and (or) did not get acquainted with the terms of this Agreement, and (or) changes and additions to it, documents referenced in this Agreement, other documents posted on the global computer network Internet on the Contractor's website at: bitcash.by (other official website of the Contractor in case of its change);

for negative consequences, losses of the Client associated with the unavailability of certain services specified in the first part of paragraph 1.1 of this Agreement (including when such services were not provided until the necessary functionality of the Mobile Application was finalized).

11.2. The Contractor is exempt from property liability in case of technical failures in the Mobile Application that occurred through no fault of the Contractor.

11.3. The Contractor does not exercise control over the fulfillment by the Client of the requirements of the currency and other legislation of the Republic of Belarus, when carrying out actions using the Mobile Application.

12. PROCESSING OF PERSONAL DATA

12.1. The Contractor does not process the personal data of the Clients for the provision of services specified in clause 1.1 of this Agreement. If the processing of personal data of the Clients is necessary to make transactions with digital signs (tokens), issue virtual bank payment cards (cryptocards), settlements and other banking operations, such processing of personal data is carried out by the Cryptocurrency Exchange Operator or the Bank. have the right to provide these persons with the opportunity (right) to use the functionality of the Mobile Application to process the clients' personal data using automation tools. Processing of personal data of customers in these cases will be carried out on the basis of agreements concluded between customers and the Operator of cryptocurrency exchange or the Bank, or if there are other grounds provided for in the legislation.

12.2. In case of expansion of the available functionality of the Mobile Application, which allows providing Customers with additional services not specified in clause 1.1 of this Agreement and requiring the processing of personal data of Customers, as well as if contracts are concluded between the Contractor and the Cryptocurrency Exchange Operator or the Contractor and the Bank, the terms of which the Contractor will be instructed to process personal data of customers as an authorized person using The Contractor will post the relevant information on the official website at: bitcash.by (other official website of the Contractor in case of its change) and, if necessary, make changes to this Agreement in accordance with clause 13.4 of this Agreement.

After posting the relevant information (making changes to this Agreement, if necessary), the processing of personal data of customers by the Contractor will be carried out using automation tools on the basis of this Agreement.

13. AMENDMENT OF THE CONTRACT, TERM OF THE CONTRACT

13.1. The contract is considered to be concluded for an indefinite period.

13.2. This Agreement may be terminated by agreement of the Parties, drawn up in writing, as well as in the manner provided for in clauses 13.5, 13.6 of this Agreement.

13.3. Changes and (or) additions to this Agreement shall be made by agreement of the parties by concluding additional agreements except as provided in clause 13.4

of this Agreement

13.4. Making changes and (or) additions to the Agreement concluded with the Client by the Contractor is possible unilaterally out of court by posting it on the global computer network Internet on the website at: bitcash. by (other official website of the Contractor in case of its change) of the new version of the Agreement and the date of its entry into force. The new version of the Agreement is published at least 10 (ten) calendar days before the date of entry into force of the new version of the Agreement, unless a longer period is specified in the notice or is not provided for by law.

From this date, the Agreement with the Client is considered to be amended and set forth in a new edition published on the website at: bitcash. by (other official website of the Contractor in case of its change).

13.5. The Client has the right to terminate the current Agreement by deleting a personal account in the Mobile Application installed on his/her own mobile device, including in case of disagreement with the new version of the Agreement published by the Contractor.

13.6. The Contractor has the right to terminate this Agreement unilaterally by deactivating (removing) the factors of identification and authentication of the Client in the cases specified in clause 4.1.2 of this Agreement.

13.7. The obligations of the Parties assumed by them before the termination of this Agreement must be fulfilled in full.