

These terms and conditions replace will all older versions and are valid from 26th of September 2019 until 27th of January 2020.

## 1. GENERAL PROVISIONS

- 1.1. By having an account or previously using the Nova Exchange website at <https://novaexchange.com/> (the "Site") and any services made available through the Site and affiliated websites such as (collectively, the "Services"), you as a Customer ("Customer", "User" and collectively with others using the platform "Users" or "Customers") agree to be bound by these Terms of Use ("Terms"). The Services and Nova Exchange brand are owned and controlled by Goobit Exchange AB ("Goobit"), a Swedish corporation having its registered address at Box 3332, 10367 Stockholm, Sweden, registration number 559156-2367. The terms "we," "us," and "our" refer to These Terms affect your legal rights and obligations. If you do not agree to be bound by these Terms, do not access or use the Services.
- 1.2. As of 26th of September 2019 (" Agreement date") all remaining Exchange services will be terminated and replaced by 3 month custodial service ("the Service"). At the end of the Service all unclaimed Assets that are still in the custody of Goobit will be handled in accordance with (*Lag (1985:982) om näringsidkares rätt att sälja saker som inte har hämtats*), which gives businesses the right to sell unclaimed assets.
- 1.3. Goobit reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Site, at any time and at its sole discretion giving a 30 day notice. We will provide notice of these changes by posting the revised Terms to the Site and changing the "Last Revised" date at the top of the Terms, or by emailing Users at their provided email addresses, or by any other means as determined by Goobit. Method of notification will be left to Goobit's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant that Goobit transmits the information to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the Site. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site.
- 1.4. Should any part of this Terms be held invalid or unenforceable that portion shall be construed consistent with applicable Swedish law. Remaining portions of this Terms shall remain in full force and effect.

## 2. CUSTODIAN APPOINTMENT

- 2.1. Any funds left in the custody of Goobit on Agreement date will be regarded as appointment for Goobit to act as the custodian of Assets to be held in your Custody Account in accordance with this Terms, and we accept such appointment and the obligations, duties, and responsibilities set out in this Terms. By entering into this Terms, you agree that you intend to create a bailment of Assets with us, and you agree that you intend that we be the bailee for a period of 3 months.

## 3. PREAMBLE

- 3.1. By using our custody services, you represent and affirm that you are at least 18 years old, have the legal capacity to enter into this Terms by and between you and Goobit, and agree to be legally bound by the terms and conditions of this Terms in their entirety.
- 3.2. You agree and understand that by using our custody services following any change to this Terms, your continued use of our custody services shall constitute your agreement to the amended Terms by and between you and Goobit, and you agree to be legally bound by its terms and conditions as amended. You should, therefore, read this Terms from time to time. You further agree and understand that we have the right to require your affirmative assent and continuing acceptance of this Terms, from time to time, as a condition of using our custody services. If you do not agree to be bound by this Terms, you should not use our custody services.
- 3.3. Users can only withdraw assets after completing Verification.

## 4. VERIFICATION

- 4.1. In order to withdraw the assets, a Customer must verify the account with Goobit. In order to meet the legal requirements concerning money laundering and terrorism financing prevention Goobit must obtain certain knowledge of its Customers. In this regard Goobit has a legal obligation to check the identity of its customers, their ownership structure as well as to, in certain instances, receive knowledge of the origin of funds and other assets. Therefore, Goobit may ask for information in relation to the Customer's identity and proof thereof and of the Customer's residence. If the Customer is a legal entity it may also be required to provide company's registration details and possibly also information on the individuals who are in control of the legal entity.
- 4.2. You as a Customer agree to: (a) that you are responsible for providing accurate, current and complete information when verifying the Account; (b) promptly update your Account information to keep it accurate, complete, and current; (c) that you are responsible for maintaining the security and confidentiality of your login credentials and restrict access to your Assets and your computer, tablet, or mobile device; (d) that you are responsible for

promptly notify Goobit if you discover or otherwise suspect any security breaches related to the Site or your Account.

- 4.3. By accepting these Terms, you represent that any and all information you provide us is true and accurate. Any false or fraudulent information and/or use of the services rendered to you is prohibited as deemed by Goobit, can result in block to, or termination of User access to Assets and forfeiture of your Assets.
- 4.4. Should the Service for Customer be made accessible on the Site for unregistered Customers due to technical malfunction or illegal action of third party, such Customer shall treat all information obtained this way as confidential and inform Goobit about such incident. As all such information is a property of Goobit, the Customer must be aware that it cannot be stored, published, copied or used in any other way.

## 5. ANTI-MONEY LAUNDERING (AML) & KNOW YOUR CUSTOMER (KYC) POLICY

- 5.1. Goobit protects itself from involvement in any activity that facilitates money laundering or other criminal activities by following the Swedish Financial Authorities guidance for AML (*FFFS 2017:11, Finansinspektionens föreskrifter om åtgärder mot penningtvätt och finansiering av terrorism*). Goobit will adhere to applicable legislation on money laundering and terrorism financing prevention. Under such legislation Goobit is required to disclose any suspicions of money laundering or terrorism financing to the authorities. All information and documentation obtained will be retained by Goobit in accordance with applicable legislation.
- 5.2. In adhering to applicable legislation on money laundering and terrorism financing prevention Goobit might require additional proof of identification from the User and has the right to suspend withdrawals until additional and verifiable proof of identity satisfactory to Goobit in its sole discretion is received and Goobit has approved the User for use of the Service

## 6. WITHDRAWALS

- 6.1. You agree and understand that we have the right to refuse to execute any Withdrawal Request that we believe may be in violation of any Applicable Laws and Regulations.
- 6.2. Withdrawal request will have a processing time of up to 30 days from receipt request and completed verification of customer information

## 7. FEES

- 7.1. Information about current Fees for the Service is published on the Site
- 7.2. We reserve the right, giving 30 days notice, to change our Custody Fee.

## 8. CUSTODIAL OBLIGATIONS

- 8.1. You understand that we use efforts in accordance with Reasonable Care in connection with the maintenance of your Custody Account and the custody of your Assets. Notwithstanding the foregoing, no provision of this Terms shall require us to expend or risk our own funds, property, or otherwise incur any financial liability, in the performance of any of our duties hereunder.
- 8.2. You agree and understand that the General Provisions section, including the Disclaimer of Warranties, Disclaimer of Liability, Reasonable Care, Force Majeure, and Indemnities sections, governs this Terms.
- 8.3. You agree and understand that we do not take responsibility for forks or swaps happening for any Assets that are held in custody by Goobit.
- 8.4. You agree and understand that, unless provided explicitly in this Terms, as may be revised from time to time, we will not support any Other Functionality associated with any Assets.
- 8.5. You agree and understand that in the event of a market disruption, we may, in our sole discretion, do one or more of the following: (i) suspend access to our custody services; or (ii) prevent you from completing any actions via our custody services. We are not liable for any losses suffered by you resulting from such actions. Following such an event, when custody services resume, you agree and understand that the prevailing market prices may differ significantly from the prices prior to such event.
- 8.6. You agree and understand that in no event shall either Party be liable under or in connection with this Terms for indirect, special, incidental, punitive, consequential losses, or damages of any kind whatsoever, including, but not limited to, lost profits, whether or not foreseeable, even if the Party has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.
- 8.7. You agree and understand that we have no duty or responsibility to inquire into, make recommendations with respect to, supervise or determine the suitability of any transactions involving any Assets (and nothing herein shall be construed as such). Nothing in this Terms obliges us to extend credit, grant financial accommodation, or otherwise advance funds or assets to or for your benefit for the purpose of meeting any of your obligations or otherwise, unless such matters have been separately agreed to in writing between you and us.

- 8.8. You agree and understand that we maintain the right to retain or set-off, against any Assets (or the value thereof, as reasonably determined in our sole discretion), any obligations that you may have to us.
- 8.9. You agree and understand that we are authorized to supply any information regarding any Custody Accounts or Assets that is required by any law, regulation, or rule now or hereafter in effect, or which may be requested by law enforcement. To the extent permitted by law, we may provide you with notice of any such request for information.
- 8.10. You agree and understand that we have no duties or responsibilities with respect to any Custody Account or Assets except such duties and responsibilities as are specifically set forth in this Terms, and no covenant or obligation shall be implied against us in connection with this Terms.

## 9. YOUR OBLIGATIONS

- 9.1. You agree to indemnify and hold us and our affiliates harmless, pursuant to the Indemnities section of the User Agreement, from and against any and all losses, claims, or liabilities (including reasonable fees and expenses of counsel) incurred by or asserted against us by reason of, or in connection with, any action or inaction by you, or otherwise arising out of your performance hereunder. This indemnity shall be a continuing obligation of you and your successors and assigns, notwithstanding the termination of the services provided under this Terms.
- 9.2. You agree to be responsible for, and shall pay, all taxes, assessments, duties, and other governmental charges, including any interest or penalty rightfully owed by you with respect thereto, with respect to any Assets or any transaction related thereto.
- 9.3. You agree and understand that you are required to successfully complete our Verification process pursuant to our AML and KYC Policy, which may be amended from time to time.
- 9.4. Customer agrees to pay all fees for Services performed and expenses incurred prior to the termination of these Terms. Termination of the agreement between Goobit and the Customer will terminate all additional obligations under these Terms.

## 10. ATTACKS ON BLOCKCHAIN NETWORKS

- 10.1. Goobit does not have any ability to prevent or mitigate attacks, or changes to or on any blockchain networks. With respect to its platform, Goobit reserves the right to take the following commercially reasonable actions in the event of an attack: (i) If Goobit is able to confirm that an Asset active on the Platform has been compromised or is under attack, Goobit may immediately halt withdrawals for such Asset; (ii) if it is determined that such an attack caused the Asset to greatly decrease in value, Goobit may discontinue activity on

such Asset entirely. Goobit does not have any obligation to engage in activity in relation to attacks on blockchain networks.

## 11. POTENTIAL RISKS AND DISCLAIMER

- 11.1. Goobit provides an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter, Users should be aware of the following prior to utilizing our Services.
- 11.2. Trading Tokens can be extremely risky. Each particular Token has a unique feature set that makes it more or less likely to fluctuate in value. In addition, factors beyond Goobit's control may affect market liquidity for a particular Token, such as regulatory activity, market manipulation, or unexplainable price volatility. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. Goobit does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. As a general matter, we advise Users with limited trading experience and low risk tolerance not to engage in active trading. Speculating on the value of Tokens is high risk and Users should never trade more than they can afford to lose.
- 11.3. Understanding of the Assets and how they behave requires advanced technical knowledge. Assets are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Assets on your account on Goobit does not indicate approval or disapproval of the underlying technology regarding any Asset and should not be used as a substitute for your own understanding of the risks specific to each Asset. We give you no warranty as to the suitability of the Assets under these Terms and assume no fiduciary duty in our relations with you.
- 11.4. You are responsible for complying with applicable law. You agree that Goobit is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.
- 11.5. You are aware of and accept the risk of operational challenges. Goobit may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Service. You understand that the Service may experience operational issues that lead to delays on our platform. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold Goobit accountable for any related losses.
- 11.6. Goobit is a regulated entity and must comply with applicable law. Applicable law, regulation, and executive orders may require Goobit to, upon request by government agencies, freeze withdrawals, or provide information regarding your account. Further, our recordkeeping and customer verification procedures are subject to change at any time as

required by law or industry practices. We must comply with the law and you accept any inconveniences to you or other consequences resulting from our compliance.

- 11.7. Users accept all consequences of sending Assets to an address off our platform. Transactions may not be reversible. Once you send Assets to an address, you accept the risk that you may lose access to your Assets indefinitely. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return your Assets, or an address belongs to an entity that may return your Assets but first requires action on your part, such as verify of your identity

## 12. DISCLAIMER OF WARRANTY

- 12.1. The Services and the Sites are provided "as is" and your use of the Services and the Platform is solely your responsibility. Goobit strives to provide the best available means of protection of its Services and to secure all data and Assets belonging to Customer. However, Goobit provides no warranty as to the availability or accuracy of the Site or content available thereon.
- 12.2. Goobit continuously improves and performs upgrades which may result in server outages. Goobit may perform maintenance or changes to the service at any time it sees fit. This may result in periods during which the service may be temporarily unavailable. Goobit will, to the extent that it is possible, announce such interruptions in advance. However, Goobit is not required to do so and Goobit is not responsible for any damages or losses resulting from server outages.
- 12.3. Should Goobit services be disabled Goobit will, as soon as it will be possible, notify the Customer through all available means of communication about steps taken and the projected date when the Services is expected to be reinstated.

## 13. DISPUTE

- 13.1. These Terms shall be governed by the substantive laws of Sweden. Any dispute, claim or controversy arising out of these Terms shall be finally settled by the courts of Sweden. Customers using the Services in their capacity as consumers may contact the National Board for Consumer Disputes (ARN) to have a dispute with Goobit tried.