

# GOCASH WEBSITE REGULATIONS

## §1

Whenever these Regulations refer to the:

1. Website - it should be understood as the website called GOCASH, run by the Service Provider, available at the Internet address [gocash.global](http://gocash.global), used by the Service Provider to provide the User with services described in detail in § 3 section 2 and 3 of the Regulations.
2. Exchange - it should be understood as the website operated by the Partner, which serves, among others, exchange of virtual currencies for other virtual currencies and enabling the storage of Cryptocurrencies and OmegaCoin, i.e. providing the services referred to in Art. 2 section 1 point 12) letter d) the AML Act.
3. User Account - it should be understood as the part of the Website made available to the User, necessary for the provision of Services by the Service Provider, to which the User may gain access only after: 1) registering an account preceded by acceptance of the Regulations and the Privacy Policy and after expressing consent to the simultaneous creation of an account on the Exchange, preceded by acceptance of the regulations of the relevant Exchange and the privacy policy of the relevant Exchange, 2) activation of the account, 3) logging in to the account using the provided credentials, including a password, 4) authentication of the account through the AML procedure carried out by the Partner on the appropriate Exchange;
4. User or Service Recipient - it should be understood as a natural person not conducting business activity, a natural person conducting business activity and legal persons and organizational units without legal personality, as well as other economic entities operating on the basis of relevant provisions for which The Service Provider provides Services via the Website, and these entities have a User Account.
5. Guest - it should be understood as a natural person using the Website who does not have a User Account or is not logged in to it.
6. Virtual currencies or Cryptocurrencies - it should be understood as virtual currencies other than OmegaCoin, within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of abuse of the financial system for money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC,
7. GDPR - it should be understood as 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 and all related legal acts.
8. AML Act - it should be understood as the relevant Slovak or Polish anti-money laundering legislation, whereby, as far as Poland is concerned, the relevant legislation should be understood to mean the Act of March 1, 2018 on counteracting money laundering and terrorist financing (Journal of Laws 2018, item 723) implementing the directive of the European Parliament and of the Council (EU) 2015/849 of 20 May 2015 on the prevention of the use of the financial system for money laundering or terrorist financing and repealing the Act of 16 November 2000 on counteracting money laundering and terrorist financing and Slovak is understood to be the law of 2 July 2008 on protection against the legalisation of proceeds of crime and on protection against the financing of terrorism and amending and supplementing certain laws.
9. Regulations - it should be understood as these Regulations available at [gocash.global](http://gocash.global)
10. Services - it should be understood as paid (with the exceptions described in §3) services provided by the Service Provider to the User electronically described in §3, consisting in particular in the exchange of fiat currencies into the appropriate OmegaCoins and vice versa.
11. Service Provider - it should be understood as TRDX Sp. z o. o., ul. Lucyny Krzemienieckiej 9A, 80-448 Gdańsk, e-mail: [support@gocash.global](mailto:support@gocash.global), NIP: 5842736023, REGON 222100296, KRS 0000512705, registered in the Register of Entrepreneurs of the National Court Register kept by the Gdańsk-Północ District Court in Gdańsk, VII Commercial Department of the National

Register Department Judicial with the exception that in relation to Users accessing the Website from Slovakia, the Service Provider is TotalLead Spoločnosť s ručením obmedzeným with its registered office in Bratislava, Slovakia, at the following address: Račianska 88 B, 831 02 Bratislava, registered in the Commercial Register under entry no: 183699/B, with a share capital of €5,000 (five thousand), and the term Service Provider used in the Terms and Conditions refers to either TRDX Sp. z o.o. or TotalLead s.r.o., depending on in which country the Services are provided;

12. Partner - it should be understood as an entity conducting business activity in the field of offering, among others: exchange services of virtual currencies into other virtual currencies and in the scope of providing Cryptocurrency storage services, i.e. services referred to in Art. 2 section 1 point 12) letter d) the AML Act.
13. OmegaCoins - it should be understood as virtual currencies within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, which virtual currencies:
  - 1) are offered for exchange on the Website in the form of, in particular, PLN° (omegaPLN), EUR° (omegaEUR), USD° (omegaUSD), GBP° (omegaGBP) and other offered as stablecoins, the value of which is linked in a 1:1 ratio to a given fiat currency, i.e. polish zloty (PLN), euro (EUR), US dollar (USD), pound sterling (GBP);
  - 2) can be used to exchange for other virtual currencies,
  - 3) have the following contract addresses, in particular:
    - A. PLN° (omegaPLN) – 0x3145b48981afc4424692493243f80f78816ed339,
    - B. EUR° (omegaEUR) – 0xe253f79e3f4290c0cffb194df5937e3e06591c61,
    - C. USD° (omegaUSD) – 0xcd578bf9236202b2abed9735ad3e24be694b21c7,
    - D. GBP° (omegaGBP) – 0x4328450191f610c842936e240fa6b5690c122465,
  - 4) their sending to an external address in the blockchain network is only possible using the Ethereum blockchain network in the ERC-20 environment; sending OmegaCoin using another network may result in the loss of transferred funds in OmegaCoin.
14. Civil Code - this should be understood as the Act of April 23, 1964, Civil Code (consolidated text: Journal of Laws of 2022, item 1360, as amended).

## §2

1. The Regulations define the rights and obligations of the Guest, the User and the Service Provider when using the Website, including the provision of Services by the Service Provider to the User.
2. By accepting the Regulations, the User declares that he or she is aware that:
  - 1) the Service Provider does not provide any payment services, financial or investment services, in particular does not participate in trading in securities and other financial instruments;
  - 2) the condition for the provision of services is the creation of a User account on the appropriate Stock Exchange, preceded by acceptance of the Stock Exchange Regulations and the privacy policy. The User accepts the fact of synchronization of the User's account on the Website and the User's account on the relevant Stock Exchange;
  - 3) the Service Provider does not provide any services requiring a permit or license issued by financial market supervision authorities and is not subject to supervision by the relevant financial supervision authorities.
3. Each Guest and User is obliged to read the Regulations. Guests may only use limited functions of the Website, consisting in browsing the content of the Website free of charge, respecting the conditions of operation of the Website specified in the Regulations.
4. An absolute condition for using the Services is having an active User Account and logging in to the User Account.
5. The use of the Website by the User or Guest depends on having a device with Internet access and containing the necessary software that meets the minimum technical conditions necessary to display the Website, i.e. a standard web browser and a standard operating system.
6. The Service Provider informs that the provision of Services involves the risk of loss of value of invested funds. At the same time, the User declares that he has read the PFSA

announcement available at:

[https://www.knf.gov.pl/en/news?articleId=60239&p\\_id=19](https://www.knf.gov.pl/en/news?articleId=60239&p_id=19) (polish version available here: [http://www.knf.gov.pl/komunikat\\_mobilny?articleId=57363&p\\_id=18](http://www.knf.gov.pl/komunikat_mobilny?articleId=57363&p_id=18))

7. The Service Provider will make every effort to ensure that the Website is available 24 hours a day. Subject to the terms and conditions of the Services described below, the use of the Website is free of charge, apart from the cost of access to the Internet enabling the use of the Website.
8. It is prohibited for the User and Guest to provide illegal content on the Website and any action that may cause disruption, defect or interruption in the provision of Services in the Service Provider's or Partner's IT system.
9. The website, including in particular all content, source codes and graphic symbols, are protected by copyright and any copying or use of them in violation of these regulations is prohibited.
10. The User undertakes to use the Website, including the Services, on his own behalf and for his own benefit.
11. Access to the User Account is protected by requiring the User to log in to the account each time using the provided credentials, i.e. login and password to the relevant Exchange.
12. The User undertakes not to disclose the User Account credentials to third parties and to store these data in a way that prevents third parties from gaining access to them. The Service Provider is not liable for any damage incurred by the User as a result of unauthorized persons gaining access to the User Account.
13. The User can use the functionality of two-factor login authentication to the User Account (2FA login), which is an additional measure to protect the User Account against access by unauthorized persons.
14. Before each login to the User Account, the User undertakes to check whether he or she is on the correct website of the Website (gocash.global) and whether he or she logs in correctly via the appropriate Exchange. The Service Provider is not liable for any damage incurred by the User as a result of the User's failure to perform this check, in particular as a result of obtaining credentials to the User's Account through the so-called phishing.
15. The User who wants to send OmegaCoin to an external address in the blockchain network undertakes to use only the Ethereum blockchain network in the ERC-20 standard for this purpose. Sending OmegaCoin to an external address in the blockchain network is only possible using the Ethereum blockchain network in the ERC-20 standard. Sending OmegaCoin using another network may result in the loss of transferred funds in OmegaCoin, for which the Service Provider is not responsible.

### §3

1. Services are provided only after logging in to the User Account.
2. The user can/may:
  - 1) check the number of individual OmegaCoins held on the Exchange account for free,
  - 2) make a paid exchange of Polish currency - zloty or euro or US dollar or pound sterling or other fiat currency accepted by the Service Provider on the Website for the appropriate OmegaCoin.
  - 3) make a paid exchange of the appropriate OmegaCoin for Polish currency - Polish zloty or euro or US dollar or pound sterling or other fiat currency accepted by the Service Provider on the Website,
  - 4) make a paid exchange of the appropriate OmegaCoin for another OmegaCoin,
    - 4a. Make a paid exchange of the selected OmegaCoin into a Cryptocurrency of your choice accepted by the Service Provider on the Service,
    - 4b) Make a paid exchange of a Cryptocurrency accepted by the Service Provider on the Service into the OmegaCoin of your choice.
  - 5) get free information about transactions carried out to exchange individual OmegaCoins for individual fiat currencies and individual fiat currencies for individual OmegaCoins and the exchange of individual OmegaCoin for individual Cryptocurrencies and individual Cryptocurrencies for individual OmegaCoin.
3. The Service Provider also allows, as part of the services provided and cooperation with partner websites, at the User's request, to transfer OmegaCoin to the appropriate entity to his account in settlement for the cryptoassets in the form of tokens purchased by the User. The

Service Provider is solely responsible for transferring the appropriate OmegaCoins selected by the User in the unit and number selected by the User to a third party and does so at the User's express request. The User consents to the Service Provider's partner website transferring data regarding token purchase transactions and data of the entity to which OmegaCoin will be transferred.

4. The Service Provider does not provide cryptocurrencies or OmegaCoin storage services via the Website (services referred to in Article 2(1)(12) lit. d) of the AML Act) and does not maintain accounts in the form of electronic sets of identification data enabling authorized persons to use virtual currency units, including conducting their exchange transactions. All User's Cryptocurrencies and OmegaCoin are stored in the User's account on the relevant Exchange.
5. The User is informed about the total remuneration for the provision of the services referred to in section 2 point 2) - 4) and section 3 before concluding an agreement for their provision on the Website by displaying information about the amount of the total remuneration, including by displaying the amount of the appropriate OmegaCoin the User will receive for the amount of Polish currency specified by the User - zloty or euro or US dollar or pound sterling or other fiat currency and by displaying the amount of Polish currency - zloty or euro or US dollar or pound sterling or other fiat currency the User will receive for the amount of OmegaCoin specified by the User.
  - 5a. The User, before concluding a contract with the Service Provider for the provision of services referred to in paragraph 2, item 4b) , he shall be informed of the value of the estimated rate and the number of units of the selected Cryptocurrency or the OmegaCoin of your choice that he will receive as a result of the exchange, calculated according to this estimated rate, taking into account the remuneration charged by the Service Provider for the Service.
  - 5b. The exchange of the selected OmegaCoin into Cryptocurrency or of the chosen Cryptocurrency into OmegaCoin shall be performed by the Service Provider using the current exchange rate on the Exchange. The User accepts that the actual rate at which the Service Provider will perform the exchange may differ from the value of the estimated rate displayed on the Service prior to entering into an agreement with the Service Provider, and that the number of units of the selected Cryptocurrency or selected OmegaCoin that the User will receive as a result of the exchange may differ from the number displayed on the Service prior to entering into an agreement with the Service Provider. The difference may occur both in favor of and against the User.
  - 5c. The User shall be informed of the total remuneration for the provision of the service referred to in paragraph 2(4a and 4b) prior to entering into an agreement for its provision on the Site, by the Service Provider specifying the basis for calculating the remuneration in the document "Fees and Turnaround Time", the content of which is available on the Site under "Fees and Turnaround Time". The User is required to accept the current amount of remuneration specified in the "Fees and Turnaround Time" document before entering into an agreement with the Service Provider for the provision of the service referred to in paragraph 2.4a)-4b).
  - 5d. The Service Provider will charge the User for the provision of the service referred to in paragraph 2 point 4a) automatically, which means that it will transfer to the User's account on the Exchange the amount of the Cryptocurrency selected by the User less the value of the Service Provider's remuneration for the Service.
  - 5e. The Service Provider reserves the right to limit the availability of services referred to in paragraph 2 point 4b) by introducing a maximum transaction volume.
6. The amount of remuneration for the services provided by the Service Provider is specified in the document: Fees and Implementation Time, the content of which is available on the Website in the "Fees and Implementation Time" tab. The user can read it at any time. The Service Provider may make changes to the Fees and Processing Time document. These changes do not constitute an amendment to the Regulations. The User is bound by the content of the Fees and Processing Time document valid at the moment of expressing the will to use the services referred to in section. 2 point from 2) to 4b) and in section 3.
7. The Service Provider does not apply individual price adjustments based on automated decision-making.
8. The User has no right to withdraw from the contract for the provision of services referred to in section 2 point from 2) to 4b) and section 3 because the Service Provider fully performed the service with the express consent of the consumer, who was informed before the provision began that after the Service Provider completed the service, he or she would lose the right to withdraw from the contract.

9. The Service Provider reserves that it accepts payment for paid Services, with exception to section 5e), only through the methods indicated on the Website, in particular by bank transfer made from the bank account kept for the User. The Service Provider reserves the right to refuse to provide the Services if the payment is made using websites/services that make it impossible to identify and verify the person who is the sender of the payment or if there is no correspondence between the User's data and the sender of the payment transfer.
10. The deadline for payment for the provision of services referred to in section 2 from point 2) to 4a) and section 3 is simultaneous with the conclusion of the contract for the provision of these services, which means that when the User makes the payment, a contract with the Service Provider is concluded.
11. The Service Provider stipulates that the Service will be performed within the estimated time displayed on the Website, but it should not be longer than 2 business days. However, the time given is an estimate and is counted from the moment the funds are credited to the Service Provider's bank account, subject to other provisions of the Regulations. The estimated duration of the Service is specified in the document: Fees and Completion Time, the content of which is available on the Website in the "Fees and Completion Time" tab. The user can read it at any time.
12. OmegaCoin, fiat currencies and Cryptocurrencies do not constitute items within the meaning of Art. 45 of the Civil Code. The Service Provider is not responsible for the compliance of the provision with the contract provided for in the provisions of Art. 556 to art. 576 of the Civil Code (warranty for defects in sales). The service provider is liable for the compliance of the provision with the contract on the principles of general liability for non-performance or improper performance of the obligation provided for in Art. 471 of the Civil Code.
13. The Service Provider does not provide any warranty for the services it provides. The Service Provider does not provide after-sales services to the User or Guest.
14. At the User's request, the TotalLead Service Provider may provide to Users outside Slovakia all services listed in § 3(2), as well as the service referred to in § 3(4) of the Terms and Conditions.

#### **§4**

1. The Service Provider reserves the right to interrupt the operation of the Website in order to carry out its updates, modernization and technical maintenance.
2. The Service Provider reserves the right to block access to the User Account and the Website for security reasons, e.g. in the event of suspicion of unauthorized access by third parties to the User Account. The service provider may block access for a specified period of time. The User may be informed about the length of the blocking time upon request after contacting the Service Provider. The Account blocking time may be extended.
3. The Service Provider reserves the right to refuse to provide the Services in the event of important circumstances preventing their provision, i.e. technical obstacles, security reasons, in the event of the User's failure to comply with the Regulations and for reasons of applying security measures under the AML Act.
4. The User and Guest undertake not to take any action that could disrupt the proper functioning of the Website, including not to interfere with the content of the Website, the Account or Accounts of other Users and other elements of the Website, not to mislead the Service Provider, e.g. by providing false information regarding identity, refraining from acting in bad faith, from abusing the functionality of the Website, from using the Website contrary to its intended purpose and contrary to the Regulations.
5. The Service Provider has the right to delete the User's Account and permanently block the User's or Guest's access to the Website if the User or Guest violates the provisions of the Regulations and in connection with the application of financial security measures under the AML Act.

#### **§5**

1. The Service Provider is an obligated institution within the meaning of the AML Act and, in accordance with the provisions of the AML Act, applies proper financial security measures and exercises due diligence when performing activities and fulfills the obligations arising from the AML Act.

2. The Service Provider has the right, through the Partner, to perform the obligations imposed on it by law, including the AML Act, in particular by identifying the customer and verifying his identity and applying security measures when conducting an occasional transaction worth EUR 15,000 or more, regardless of whether the transaction is carried out as a single operation or as several operations that appear to be linked, or which constitutes a transfer of funds for an amount exceeding the equivalent of EUR 1,000;
3. The Service Provider has the right, through the Partner, to fulfill the obligations imposed on it by the provisions of the AML Act at the time of attempting to establish economic relations, i.e. at the time of trying to set up a User Account.
4. As a result of the application of the obligations imposed on the Service Provider under the AML Act, the Service Provider may refuse to provide the Service, may refuse to set up and register a User Account, and may terminate the Agreement by blocking access to the User Account and deleting it, provided that data regarding the transaction history and all User activities and data. In connection with the application of the AML Act, the service provider has the right at any time to, among others: requesting the User to submit appropriate documents to identify and verify the User's identity (requesting a so-called selfie with a clear document, requesting a video call or performing any other activities aimed at verifying the User's identity), requesting the submission of documents regarding the sources of origin of all property values at the client's disposal.

## §6

1. The Service Provider considers complaints in the manner described in this paragraph.
2. The Service Recipient has the right to submit a complaint regarding the Services provided.
3. The Service Provider accepts complaints electronically via email to the following address: support@gocash.global.
4. When submitting a complaint, the Service Recipient should provide his name and surname, as complete a description of the subject of the complaint as possible, including the subject of the Service provided, the circumstances of providing the Service, the date of providing the Service, the request related to the consideration of the complaint and the manner in which the Service Provider is to respond to the complaint. If the User requests that the complaint be sent in writing, the User undertakes to provide the address to which the written complaint should be sent.
5. The Service Provider is obliged to respond to the Service User's complaint within 14 days from the date of its receipt. The Service Provider responds to the complaint on paper to the address provided by the User or electronically, depending on the form of submitting the complaint or the User's choice.
6. The above rules apply accordingly to complaints submitted by the Guest regarding the functioning of the Website.

## §7

1. The Service Provider reserves the right to change the Regulations at any time for reasons related to changes in the nature of the services or technical conditions for the provision of services, as well as in the case/event of:
  - 1) changes in legal provisions having a direct impact on the content of the Regulations,
  - 2) imposition of specific obligations by state authorities,
  - 3) improving the operation of the Website and serving Users and Guests,
  - 4) improving the protection of Users' privacy,
  - 5) preventing abuse,
  - 6) security reasons,
  - 7) changes in the scope of services provided, including the introduction of new,
  - 8) editorial changes.

The content of changes and information about changes to the Regulations will be sent to the User via e-mail to the User's address provided on the Website.

2. The User who does not accept the content of the changes to the Regulations retains the right to terminate the Account provision agreement at any time by requesting deletion of the User Account. Notwithstanding the above, the User has the right to request deletion of the User

Account at any time. The User's account will be canceled at his request within 3 business days. You may also simply stop using your User Account. In the event of a request to delete the Account, the User should send all OmegaCoins and Cryptocurrencies held on the User's Account to an external wallet dedicated to OmegaCoin or Cryptocurrencies. Otherwise, all OmegaCoins and Cryptocurrencies will remain in dedicated wallets on the Exchange account.

3. Unless mandatory provisions of law provide otherwise, the law applicable to contracts between the User and Guest and the Service Provider is Polish law. The choice of Polish law or Slovak law does not deprive the User and Guest of the protection granted to them under provisions that cannot be excluded by contract, under the law that would be applicable in the absence of a choice of law.
4. The Service Provider processes the User's personal data on the terms described in the Privacy Policy. By accepting the Regulations, the User declares that he or she has read the Privacy Policy and accepts its content. The Privacy Policy document is available on the [gocash.global](http://gocash.global) website.
5. The Service Recipient and the Guest may stop using the Website at any time. The Service Recipient may also terminate the contract for the provision of Services under these Regulations by sending a request to delete the User Account to the e-mail address: [support@gocash.global](mailto:support@gocash.global).
6. In matters not regulated by these Regulations, the relevant provisions of Polish law shall apply or Slovak, depending on which company provides the Services.
7. Any disputes arising in connection with non-performance or improper performance of obligations arising from these Regulations or benefits related to the provision of Services will be resolved by a common court in accordance with the provisions of law.