

Terms of Use – Merchant

The **Qoin Wallet App**, the Qoin Wallet (“**Q Wallet**”) or any other applications or software offered by BPS Financial Pty Ltd ABN 99 604 899 381 (“**BPS**”) is designed for use on iOS and Android devices and allows You to:

- (a) make transactions in Qoin and/or other permitted tokens;
- (b) track your Qoin balances;
- (c) access a transaction list of your previous transactions;
- (d) list your business, products or services in the Directory or Q Market and attract Users to your business, or locate other Qoin Merchants registered in the Directory; and
- (e) when terms are agreed between You and a Qoin User, to accept or make Qoin Transactions and in doing so agree to accept the value of Qoin as determined by the Algorithm and displayed in the Q Wallet at the time of processing.

These Terms of Use govern your use of the Qoin Wallet App, the Q Wallet, the Qoin Website “the Site” and any other websites provided by BPS including the Transaction Services and any other Services that BPS provides. These Terms of Use may include any applicable legislation that cannot be excluded at law.

By downloading the Qoin Wallet App, accessing or using the Site, or creating and using the Q Wallet, You agree to be bound by these Terms of Use, the Privacy Policy, the Product Disclosure Statement (“**PDS**”), the Financial Services Guide (“**FSG**”), the Terms of Sale, the Q Market and Directory Rules and any other terms incorporated by reference, which all form an agreement between You and BPS (“**Agreement**”). If You do not agree to the terms of the Agreement, You must not access or use the Qoin Wallet App, the Q Wallet or the Site. BPS reserves the right to amend the Agreement in relation to these Services.

1. Definition

1.1 In this Agreement:

Algorithm means a process or set of rules to be followed for calculations of the Qoin value. Calculations are based on the available spare capacity of net registered Qoin Merchants divided by the total Qoin in circulation. The spare capacity of a Qoin Merchant is initially calculated as an average targeted business turnover of \$US500,000 per annum, multiplied by a spare capacity factor of 25%.

Blockchain is the means by which transactions that have been undertaken by You using the Q Wallet are recorded on a distributed digital ledger. When a block is added to the chain, it cannot be changed without affecting all blocks that came after it, this creates an immutable data file that no single entity controls.

BPS means BPS Financial Pty Ltd ABN 99 604 899 381, an Australian company that provides the Qoin Wallet App, the Q Wallet, the Qoin Website, the Directory and the Q Market.

Blocks means a Qoin allocation sold to an individual consumer.

Cryptocurrency means a digital currency in which cryptography encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds.

Directory means a service available through the Qoin Wallet App and Site provided by BPS that contains the names and such other information concerning participating Qoin Merchants that BPS from time to time determines.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

Mnemonic Seed Phrase means a secret group of 12 immutable words used to backup and access the Q Wallet.

Packs means a package sold to Merchants which contain a Qoin allocation.

Passcode means a set of numbers used to access the Q Wallet.

Password means a string of characters used to identify You and allows You access to the Qoin Wallet App, the Site and the Q Wallet.

Private Key means a long sequence of numbers and letters which is used to generate a public key and allows You to sign transactions which are verified by other participants on the Q Chain against the public key. The public key is your address which is visible on the Q chain.

Q Chain means the Qoin Blockchain.

Q Market means the non-transactional platform hosted and operated by BPS which displays products and/or services available for purchase directly from Qoin Merchants or Users with Qoin or part Qoin.

Qoin means the notional digital cryptocurrency on the Q Chain.

Qoin Block Explorer means a service available on the Site that allows You to search your Q Wallet address, select a token, then view and download transactions of the selected token from the blockchain that the selected token is stored on. Qoin Block Explorer is accessed by You selecting Qoin Block Explorer from the Login menu on the Site and entering your Qoin username and Password.

Qoin Merchant means a merchant who is listed in the Directory and uses the Q Wallet to process Qoin Transactions to complete a sale of their goods and/or services and in doing so agrees to accept Qoin as payment or part payment at the value as determined regularly by the Algorithm as displayed in the Q Wallet.

Q Market and Directory Rules means the rules to regulate and govern the use of the Q Market and/or Directory by Qoin Merchants by setting out terms upon which Qoin Merchants may transact with other Users.

Qoin Transactions means transactions between You and another User.

Qoin Wallet or Q Wallet means:

- (a) a non-custodial cryptocurrency wallet provided by BPS that connects to the Q Chain;
- (b) a feature of the Qoin Wallet App;
- (c) allows You to make transactions in Qoin and/or other permitted tokens;
- (d) the means by which You can send and receive Qoin and/or tokens on other permitted blockchains.

Qoin Wallet App means the software program, or application, which may be downloaded to your mobile phone or mobile device, to be used by You, subject to the Terms of Use.

Services means any services, including via the Qoin Wallet App, the Q Wallet, the Site, Q Market any sites located on the Q Wallet browser, and any websites provided by BPS that are provided to You.

Transaction Services means services provided by BPS through the Q Wallet to facilitate Qoin Transactions between Users.

You means the authorised representative of the Qoin Merchant who has downloaded the Qoin Wallet App onto your mobile device, agreed to the Agreement, accepted these Terms of use, and created a Qoin Wallet.

User means a person who has downloaded the Qoin Wallet App, accepted the Terms of Use, and created a Q Wallet.

2. Warranties

2.1 By downloading, accessing, or using the Site and the Qoin Wallet App, You represent and warrant that:

- (a) you are at least 18 years of age and have the legal authority to accept this Agreement and that such acceptance will be binding on You and your business;
- (b) all the information You have provided to us is true and correct in all respects; and
- (c) you will update us by email immediately that any information You have provided ceases to be true and correct.

2.2 As a Qoin Merchant you warrant and represent that:

- (a) all goods and/or services listed in the Q Market and/or Directory will be unencumbered and free from any third party claim or interests which may prejudice the ownership rights or interests of the buyer and You have undisputed ownership of the goods and/or services at the time of publishing the listing;

- (b) goods and services being offered for sale are accurately described (including any faults or defects) in the listing;
- (c) all relevant and material information concerning the goods and/or services being offered for sale are contained in the listing; and
- (d) the items are in your possession.

3. Intellectual Property

- 3.1 BPS represents and warrants that it is the absolute legal and beneficial owner of, or licensee to, all right, title and interest in the Site and the Qoin Wallet App including, but not limited to, all Intellectual Property Rights in the Site and the Qoin Wallet App.
- 3.2 By accepting these Terms of Use, You expressly acknowledge and agree that all right, title and interest in the Site and the Qoin Wallet App remains the property of BPS and unless expressly provided, nothing in these Terms of Use grant You any Intellectual Property Rights in the Site or the Qoin Wallet App.
- 3.3 Notwithstanding the above, BPS grants You a revocable, non-exclusive, non-transferable, worldwide, royalty-free licence, during the term of this Agreement, to use the Site and the Qoin Wallet App and the Services in accordance with and subject to the restrictions imposed by these Terms of Use.
- 3.4 This license grant includes the Site, the Qoin Wallet App and all updates, upgrades, new versions and replacement applications.
- 3.5 We do not own, control nor have any responsibility or liability for any third-party software application You elect to use with our Site and Qoin Wallet App and/or in connection with our Services.

4. Availability of our Services

- 4.1 We may release products, services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or “trial” or any words or phrases with similar meanings. You understand that these services may not be as reliable as other products or services we offer.
- 4.2 We try our best to ensure that our Site and Qoin Wallet App is always available, but we do not guarantee that the operation of or access to the Site or Qoin Wallet App will be uninterrupted or continuous. Our Site or Qoin Wallet App may be interrupted for maintenance, repairs, upgrades and network or equipment failures.
- 4.3 We do not guarantee that our Site or Qoin Wallet App will be free from bugs or viruses.

5. Accuracy of information provided by You

- 5.1 You represent and warrant that any information You provide BPS is accurate and complete. You accept and acknowledge that BPS is not responsible for any errors or omissions that You make in connection with any transaction initiated via your Q Wallet.

6. Tax

- 6.1 It is your responsibility to determine what, if any, taxes apply to the transactions that You have submitted transaction details for, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that BPS is not responsible for determining whether taxes apply to your Qoin Transactions or for collecting reporting, withholding, or remitting any taxes arising from any transactions.

7. Privacy

- 7.1 Protecting the privacy of your personal information is very important to BPS. Carefully review our Privacy Policy, which can be accessed by clicking the HELP button in your Qoin Wallet App, for important details about the information we collect, use and share as well as about your rights. The Privacy Policy is incorporated in and subject to these Terms of Use.
- 7.2 You may contact our Privacy Officer in relation to your personal information (or to opt out of marketing) by:

Email: privacy.officer@qoin.world

Phone: 1300 228 274

Mail: Privacy Officer
BPS Financial Pty Ltd
Level 4, 130 Bundall Road
Bundall QLD 4217
Australia

8. Liability and indemnity

- 8.1 By accepting these Terms of Use, You acknowledge and agree that as permitted by applicable law, in no event shall BPS, its subsidiaries or affiliates, or any of their respective employees, officers, directors or agents be liable for any direct or indirect lost profits or lost business damages, indirect, incidental, special, consequential, or punitive damages arising out of, or related to any of the following:
- (a) your use of the Site, Q Wallet and Qoin Wallet App, the content, including, but not limited to personal information contained on the Site, Q Wallet or in the Qoin Wallet App or submitted by You to BPS;
 - (b) the inability to use the Site, Q Wallet or the Qoin Wallet App;
 - (c) any action or inaction of a Qoin Merchant;
 - (d) any action or inaction by You;
 - (e) modification or removal of content or offers from the Site, Q Wallet or the Qoin Wallet App by BPS or any Qoin Merchant;
 - (f) any product or service obtained directly from a Qoin Merchant;
 - (g) the Terms of Use;

- (h) any improper use of the information You provided to the Site, Q Wallet or the Qoin Wallet App, including, but not limited to personal information and information provided for the Directory.
- 8.2 The above paragraph shall not limit any warranty that is offered directly from a Qoin Merchant to You or shall not limit any warranty that is offered by You to another Qoin Merchant or individual consumer.
- 8.3 To extent permitted by law, You agree to indemnify, defend, and hold harmless BPS, its officers, employees, agents, subcontractors, licensors and suppliers, from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including legal fees), resulting from your use of the Site, Q Wallet and the Qoin Wallet App or your breach of any provisions of these Terms of Use.
- 8.4 BPS will not be held liable for any loss or damage arising from your failure to maintain the confidentiality of your Private Key, Passcode, Mnemonic Seed Phrase and Password.
- 8.5 To the extent permitted by law, BPS will not be held liable or be party to any dispute between You and a buyer or any dispute between You and another Qoin Merchant.

9. Complaints and Disputes

- 9.1 We will handle all complaints according to our internal dispute resolution procedure. Details of these procedures are available on request.
- 9.2 BPS is not a party to and is not responsible for disputes between You and another Qoin Merchant except where such dispute involves a failure by BPS to perform an obligation under these Terms of Use, in which case BPS will assist with the resolution of the dispute having reasonable regard to BPS involvement.
- 9.3 If You have a complaint, you may access our customer service department by:

Phone: 1300 228 274

Mail: BPS Financial Pty Ltd
Level 4, 130 Bundall Road
Bundall, Queensland, 4217
Australia

Email: support@qoin.world

10. Governing Law

- 10.1 Any disputes against BPS, arising out of or related to the Agreement and/or any use by You of the Qoin Wallet App, Q Wallet and/or Site shall be governed by the laws of the State of Queensland without regard to its choice of law rules and without regard to conflicts of laws principles.

11. Dispute Resolution

11.1 You and BPS agree that in the event of a dispute arising out of the Agreement both parties will first attempt to resolve the dispute by direct discussion or negotiation. If within thirty (30) days a mutual agreement cannot be reached between the parties, the parties may refer the matter to an independent mediator agreed upon by the parties and both parties agree to split the costs of appointing a mediator between them. The appointment of a mediator is solely at the discretion of the parties and if a party so wishes, a party may obtain their own legal advice in respect of the dispute without nominating a mediator.

12. Force Majeure

12.1 BPS shall be excused from performance under these Terms of Use to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from:

- (a) weather conditions or other elements of nature or acts of God;
- (b) pandemics, acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion;
- (c) quarantines or embargoes;
- (d) labour strikes;
- (e) error or disruption to major computer hardware or networks or software failures; or
- (f) other causes beyond the reasonable control of BPS.

13. Assignment

13.1 You may not assign these Terms of Use, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of BPS. Any attempted assignment that does not comply with these Terms of Use shall be null and void. BPS may assign these Terms of Use, in whole or in part, to any third-party in its sole discretion.

14. Entire Agreement

14.1 The Agreement, constitutes the entire agreement and understanding between You and BPS with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between You and BPS with respect to such subject matter.

15. Termination

15.1 BPS may terminate this Agreement or suspend your access to the Qoin Wallet App and Site at any time without notice to You, including without limitation if you breach this Agreement, or if BPS discontinues the Qoin Wallet App and the Site.

15.2 You may close your Q Wallet at any time by following the Qoin Wallet App and/or Site's instructions.

16. Variation

- 16.1 BPS may amend these Terms of Use from time to time by posting the updated terms on the Qoin Wallet App and Site. By continuing to use the Qoin Wallet App, Q Wallet and the Site after the changes come into effect means that You agree to be bound by the revised Terms of Use.
- 16.2 BPS will not be in breach of these Terms of Use if we take steps in order to enable us to comply with any laws or other legal obligations.
- 16.3 BPS will not be in breach of these Terms of Use if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system.

17. Confidentiality

- 17.1 BPS will not collect, record, store or otherwise deal in commercially sensitive information, except to the extent necessary to process the Qoin Transactions made using the Qoin Wallet, or as set forth in the Privacy Policy.

18. Third Party Links and Websites

- 18.1 The Qoin Wallet App and/or Site may contain links or portals to third party websites and/or services and may allow You to browse third party decentralised applications (“Dapps” or “Dapp”) through the mobile application’s Dapp browser (the “Third Party Services”). Any such links are provided as a convenience only and do not imply our endorsement or responsibility for the contents of any such linked site. Use of any such third-party content provided via the Qoin Wallet App and/or the Site may also be conditioned upon agreement to such third party’s terms and conditions. The Qoin Wallet App and/or the Site simply facilitates your interaction with such third parties. BPS is not responsible for any issues or disputes between You and such third party.

19. Notices

- 19.1 You agree that, subject to applicable law BPS will give all notices or other communications to You under or in connection with these Terms of Use by push notification and/or email to your email address last known to BPS or which You last gave for sending notices and communications to You. It is your responsibility to ensure that BPS has your current email address for this purpose. BPS will not be responsible if You do not receive a communication as a result of not providing BPS with your current email address.
- 19.2 If a law prohibits the giving of notices or other communications by electronic communication, then subject to the requirements at law, BPS may give the notice or other communication by writing to You at your residential or postal address last known to us.
- 19.3 If BPS gives a notice or other communication to You by email, the content of the notice or communication may be:
 - (a) set out in the body of the email;
 - (b) included as an electronic document attached to the email; or

19.4 If BPS gives a notice or other communication to You:

- (a) by writing to You – You are considered to have received it when it is delivered to or picked up by the local Postal Service;
- (b) electronically – You are considered to have received it on the day it is transmitted.

19.5 You agree that any notice or other communication You send to BPS under or in connection with these Terms of Use must be sent electronically to support@qoin.world or delivered to our global office (currently Level 4, 130 Bundall Road, Bundall, QLD, 4217, Australia) or otherwise be delivered in accordance with these Terms of Use or an instruction received from us.

BPS Services

20. Directory

20.1 Qoin Merchants may list their business in the Directory to notify and advertise the goods and services they sell by accepting Qoin as payment.

21. Q Wallet

21.1 The Q Wallet is software that:

- (a) generates Q Wallet addresses and encrypted private keys that You may use to send and receive Qoin Transactions on the Q Chain;
- (b) allows You to browse Third Party Services; and
- (c) facilitates the submission of:
 - A. Qoin Transaction data to the Q Chain;
 - B. token transaction data to Ethereum based blockchains (the “Ethereum Networks”) without requiring you to download or install the associated Ethereum based software to your local device.

21.2 Q Wallet Address, Private Key, Passcode, Mnemonic Seed Phrase, Password and Backup Capabilities:

- (a) An encrypted backup of certain information associated with the Q Wallet can be stored on your mobile device in Keystone JSON format, the Private Key is connected to the Q Wallet address and together they can be used to authorise the transfer of Qoin to and from the Q Wallet address.
- (b) You are solely responsible for maintaining the security of your Private Key, Passcode and any Mnemonic Seed Phrase associated with your Q Wallet.
- (c) You must keep your, Private Key, Passcode and Mnemonic Seed Phrase information secure. Failure to do so may result in the loss of control of Qoin associated with the Q Wallet.
- (d) Your Mnemonic Seed Phrase must be saved and used in numeric order.

21.3 BPS cannot assist with Private Key, Passcode or Mnemonic Seed Phrase retrieval:

- (a) BPS stores your Q Wallet address but does not receive or store your Private Key, Passcode or Mnemonic Seed Phrase associated with your Q Wallet. Accordingly, we cannot assist You with your, Private Key, Passcode and Mnemonic Seed Phrase retrieval.
- (b) BPS cannot generate a new, Private Key, Passcode and Mnemonic Seed Phrase for your Q Wallet if you fail to remember your original, Private Key, Passcode and Mnemonic Seed Phrase.
- (c) You accept and acknowledge the Q Wallet address will become inaccessible if You do not have your Private Key, Passcode and Mnemonic Seed Phrase.

21.4 In order for Qoin transactions to be completed, they must be confirmed and recorded on the Q Chain.

21.5 The Q Wallet connects the user to the Q Chain and enables Qoin Transactions to be transmitted on the Q Chain.

21.6 The Q Chain confirm, records, stores and transmits all Qoin Transactions.

22. Use and access

22.1 You will only be able to use the Qoin Wallet App for the Services if You have:

- (a) downloaded the Qoin Wallet App to a suitable mobile device; and
- (b) successfully registered to use the Qoin Wallet App including by following the necessary steps after downloading the Qoin Wallet App.

22.2 The Qoin Wallet App provides record keeping services and allows consumers and other Qoin Merchants to contact Qoin Merchants to action Qoin Transactions. We do not have any control over, and are not responsible or liable for, the products or services paid for with the Qoin Wallet App. We cannot guarantee that a Qoin Merchant or consumer will complete a transaction.

22.3 We are not responsible for any failure by You or another Qoin Merchant to meet the terms and conditions on which You and/or it transacts with Qoin.

22.4 You acknowledge and agree that:

- (a) each transaction with a User for the purchase of goods and/or services is a contract between You and the User.
- (b) BPS is not a party to any Qoin Transaction and is not responsible for the goods and/or services supplied by You, another Qoin Merchant and/or a User in accordance with the Qoin Transaction nor is BPS responsible for the completion of payment by You for the goods and/or services from a Qoin Merchant;
- (c) the use of the Q Wallet to process Qoin Transactions in connection with illegal transactions or the purchase of illegal or prohibited goods or services is strictly prohibited.

- (d) Digital currencies, including Qoin, are high risk in nature and can lose some or all of its value. BPS is unable to guarantee or predict any current or future realisable value of Qoin or any other digital currency used on its software platform. You must do your own enquiries before accepting Qoin or any other digital currency on the BPS software platform.

22.5 We do not:

- (a) give any express warranty as to the suitability of our Qoin Wallet App;
- (b) represent, warrant or guarantee that a Qoin Merchant or User will at all times accept Qoin as payment for their products or services;
- (c) represent or warrant that your access to the Qoin Wallet App will be uninterrupted or error free.

22.6 The Qoin Wallet App accesses the Services via the internet. If You do not have internet access You will not be able to use the Qoin Wallet App.

22.7 You are responsible for all transactions of the Qoin Wallet and other uses of the Qoin Wallet App by persons that You give access to the Qoin Wallet App or that otherwise use your details to access the Qoin Wallet App. You agree to notify us immediately if You believe your access details have been compromised or if a mobile device You use to access the Qoin Wallet App has been lost or stolen. You also agree to ensure that your account details are kept private and meet strong password principles.

22.8 You may use the Qoin Wallet App for your own personal use only. You must not use the Qoin Wallet App, or information You obtain from the Qoin Wallet App, in relation to the provision of any services or activities related to third parties.

22.9 You must not modify, copy, publish, license, sell or otherwise deal with the Qoin Wallet App or information associated with the Qoin Wallet App except as expressly permitted by these Terms of Use.

22.10 You may not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code derived from the Qoin Wallet App.

22.11 You can check your Qoin Transaction history by accessing the transaction page inside the Qoin Wallet App.

22.12 You must not access or use the Qoin Wallet App:

- (a) to engage in fraudulent behaviour;
- (b) in a way that infringes any third party's Intellectual Property Rights;
- (c) in a way that disrupts, misuses or excessively uses BPS's hardware, storage space or other resources or that of BPS's other clients;
- (d) in a way that is intended to damage or impair the Qoin Wallet App, or any server or network underlying the Qoin Wallet App;
- (e) to purchase any illegal or prohibited goods and services;

- (f) in a way that is harmful to the reputation of BPS; or
- (g) in any other manner that is unacceptable to BPS.

22.13 You acknowledge that the Services are not an endorsement by BPS of any information or other content on the Qoin Merchant's website or of the Qoin Merchant's goods or services.

22.14 You acknowledge and agree that You will not add, or attempt to add, any security tokens or tokens that are financial products to your Q Wallet.

22.14 We may limit or suspend your use of the Qoin Wallet App at any time in our sole and absolute discretion.

23. Q Wallet registration and account information

23.1 You must either import or create a Q Wallet in order to conduct Qoin Transactions. When you create a Q Wallet, You will be assigned a private key. You will be prompted to download and save your Private Key encrypted with a Passcode and your Mnemonic Seed Phrase.

23.2 You will be responsible for maintaining the confidentiality of your Private Key, Passcode and Mnemonic Seed Phrase and will be fully responsible for any and all activities that occur under your account.

23.3 You agree to immediately notify BPS of any unauthorised use of your Private Key, Passcode and Mnemonic Seed Phrase, Q Wallet, or any other breach of security.

23.4 You will be provided with a Mnemonic Seed Phrase when You backup your Q Wallet;

23.5 When You create your Q Wallet, You are strongly advised to take precautions in order to avoid loss of access to and/or control over your Q Wallet. Suggested measures include, but are not limited to the following:

- (a) You will be provided with a Mnemonic Seed Phrase when You backup your Q Wallet;
- (b) using the backup functionality provided by the Q Wallet or safeguard your Private Key, Passcode and Mnemonic Seed Phrase;
- (c) maintaining the security of your Q Wallet by protecting the Private Key, Passcode and Mnemonic Seed Phrase associated with your Q Wallet by, for example, limiting access to your mobile device and writing down in numeric order and securely storing you Mnemonic Seed Phrase; and
- (d) promptly notifying BPS if You discover or otherwise suspect any security breaches related to your Q Wallet.

23.6 You will receive push notifications from Q Wallet that will alert You when the Q Chain congests and when transactions involving your Q Wallet have been completed. Push notifications can be enabled to display information about Qoin. If You would not like to receive push notifications, You must opt out by changing the notification setting on your device.

24. Payments and Fees

24.1 Our current Transaction Services and Services do not incur any fees. However, we may charge fees in the future and will provide notice of the same.

25. Transactions

25.1 Once transaction details have been recorded, BPS cannot assist You to cancel or otherwise modify your transaction.

25.2 You agree to accept from Users payment or part payment for the sale of your goods and services in Qoin.

25.3 You must ensure You have an adequate balance in your Q Wallet to complete a transaction before initiating a transaction.

25.4 You acknowledge and agree that we will not be liable for any failed transactions due to insufficient funds associated with your Q Wallet.

26. Modifying or updating the Qoin Wallet App and Site

26.1 We may modify the Qoin Wallet App and Site from time to time. When this occurs, the features of the Qoin Wallet App and Site may change, and some existing features may be removed. We may not provide You with advance notice of any changes.

27. Integrations

27.1 BPS integrates with third party software to provide a full suite of functionalities. BPS is not responsible for any issues or loss arising from the use of any third-party software. Your access and use of the third-party software are governed by the terms of service or user agreements of that software.

28. Terms of Sale

28.1 Your purchase of Qoin from the Qoin Wallet App is subject to these Terms of Sale ("Terms") and the Terms of Use. If you do not accept these Terms, You must refrain from using this Qoin Wallet App or making a purchase from the Qoin Wallet App.

28.2 BPS carries on business from the Qoin Wallet App.

28.3 Qoin is available for online purchase from the Qoin Wallet App and will be available for You to make an offer to BPS via the Qoin Wallet App to purchase a collection of Qoin described as ("Packs") for Merchants or ("Blocks") for Consumers.

28.4 You and BPS may enter into a contract of sale for the sale and supply of Packs, by You making an offer to BPS via the Qoin Wallet App, to purchase Packs at the specified price, subject to these Terms and the Terms of Use.

28.5 BPS reserves the right to amend the Terms. Your continued use of the Qoin Wallet App means You accept and agree to the amendments. BPS recommends You review these Terms each time You use the Qoin Wallet App to purchase Packs. Should BPS choose to provide

You with notice of amended terms, You agree to receive email notification of the amendments from BPS or a third party.

- 28.6 You must keep your password secure as you are responsible for any activity on your account. You agree to notify BPS immediately if You become aware of any security breach or any unauthorised use of your password or account.
- 28.7 If you forget your password You may click on the relevant link located on the App and we will email You a new password, or You may contact the Qoin Support Team.
- 28.8 BPS reserves the right to terminate your account without notice for any reason whatsoever including without limitation, if You have breached or BPS suspects You have breached these Terms.
- 28.9 You must be eighteen (18) years of age or over to purchase a Pack from the Qoin Wallet App.
- 28.10 Any purchase made by You using the Qoin Wallet App is an acknowledgement by You that You:
- (a) are over the age of eighteen (18) years;
 - (b) accept these Terms of Sale;
 - (c) agree that You have entered into a legal contract with BPS in relation to these Terms;
 - (d) these Terms, together with your purchase, constitute the entire agreement between You and BPS for the supply of Qoin.
- 28.11 You and BPS may enter into a contract for the sale and supply of Packs by You making an offer via the Qoin Wallet App to purchase a Pack at the price advertised on the Qoin Wallet App by:
- (a) placing an electronic order for a Pack using the Qoin Wallet App;
 - (b) You confirming the order details in accordance with the procedure on the Qoin Wallet App;
 - (c) You making payment in full on the Qoin Wallet App; and
 - (d) the acceptance of that offer by BPS.
 - (e) Once You have placed your order, you cannot cancel or revoke your order, unless expressly provided for in these Terms.
- 28.12 When entering a sale contract via the Qoin Wallet App, You will be taken to have communicated your offer to purchase the Pack only when:
- (a) any requirements set out in these Terms have been met;
 - (b) the electronic instruction containing the offer from You enters and is recorded in the BPS database;
 - (c) a record is created and stored in the BPS database; and
 - (d) BPS receives in its account full payment from You for the Pack and confirmation of that payment is received by the BPS database.

28.13 You acknowledge that:

- (a) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by BPS for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;
- (b) to the extent permitted by law, BPS is not liable to You in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the Qoin Wallet App, or any failure to receive an electronic instruction for whatever reason;
- (c) BPS may act on and process all completed electronic instructions transmitted or issued through the Qoin Wallet App without further consent from or reference to You; and
- (d) BPS may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

Q Market and Directory Rules

29. Listings

29.1 You accept BPS is only a facilitator of the Q Market and/or Directory for the promotion and sale of goods and/or services by Qoin Merchants, BPS is not:

- (a) a seller of any goods and/or services available on the Q Market and/or Directory unless expressly stated otherwise by BPS;
- (b) an endorser or promoter of the truthfulness or accuracy of any statement or representation made on the Q Market and/or Directory;
- (c) party to any agreements between You and the other parties to the transaction;
- (d) involved in the actual transaction between the seller and the buyer; and
- (e) in control over quality, safety or legality of any goods and/or services, or any consent conveyed on the Q Market and/or Directory.

29.2 When drafting a listing You must provide the full business address (of all business locations), all contact details and the name of a contact person.

29.3 You agree to place your listing in the most appropriate category available.

29.4 You accept full responsibility for incorrect or inaccurate listings or for inappropriate listing categorisation.

29.5 You must include trading times and/or seasons.

29.6 You agree that the price of all goods and/or services listed must be listed in your country's local currency. You agree to list the goods and/or services with a fair sale price which

equates to the normal retail selling price or below for any goods/services listed in the Q Market and/or Directory.

- 29.7 You agree the price of goods and/or services listed will not include any additional import/export taxes, levies, duties or other shipping taxes directly applicable due to the buyer being located in a different jurisdiction. It is the responsibility of You and the buyer to negotiate the payment of any taxes, levies and duties.
- 29.8 All pricing must include a minimum of 25% payable in Qoin. Goods and Services that are offered by Qoin Merchants that do not include a minimum component of 25% payable in Qoin must be listed as 'by negotiation'.
- 29.9 You must request to have your listing deleted if you are no longer willing to accept Qoin.
- 29.10 You agree listings which have not been sold and older than 3 months may be deleted by BPS.
- 29.11 You agree to be legally bound when setting conditions for the sale, including any terms of shipping with the buyer, if applicable.
- 29.12 BPS has the right to remove any listing from the Q Market and/or Directory that is from a Merchant who is deemed to not be actively selling to the Qoin community.
- 29.13 BPS has the right to remove any listing from the Q Market and/or Directory which is deemed to have an excessive sale price.
- 29.14 You agree to clearly identify products listed as either "new" or "used" where applicable and agree to clearly categories your listing under the appropriate category supplied.
- 29.15 You acknowledge that your listing may not be published based on the following criteria:
- (a) poor quality images;
 - (b) no images provided;
 - (c) poor quality goods and/or services; and
 - (d) incomplete listing descriptions that do not accurately represent the buying opportunity.

30. Prohibited Goods and/or Services

- 30.1 You are not permitted to sell, buy or seek to buy goods and/or services prohibited for sale by law, including the goods and/or services below:
- (a) illegal or illicit goods and/or services;
 - (b) goods and/or services which have been illegally imported;
 - (c) adult or mature audience goods and/or services;
 - (d) goods and/or services which require or involve an illegal import or export in order to complete the transaction;

- (e) cash;
- (f) goods and/or services that are prohibited by applicable laws (including but not limited to goods and/or services that infringe the intellectual property laws of any jurisdictions, in particular trademark and copyright laws, and/or the intellectual property rights of a third party); offensive goods and/or services (including goods and/or services of a defamatory or ethically objectionable nature);
- (g) tickets to events that may contravene scalping laws;
- (h) stolen goods;
- (i) domestic animals and wildlife;
- (j) replica and counterfeit goods;
- (k) stocks and securities; and
- (l) any goods and/or services which in the reasonable opinion of BPS would be offensive, including but not limited to racist and sexist material.

30.2 BPS reserves the right to remove a listing if it is deemed that the sale of the good and/or service is prohibited by law.

30.3 BPS has the right to remove any business from the Q Market and/or Directory which is deemed to be engaging in illegal activity.

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