

KAPITALEX TERMS AND CONDITIONS

This contract describes the terms and conditions (from now on; **TERMS AND CONDITIONS** or **T&C**) applicable to the visit, access, registration, use of the contents and / or **SERVICES** provided by **KAPITALEX S.A. OF C.V.** (from now on; **KAPITALEX**) through the website www.kapitalex.com or in general when using them through electronic applications offered for SmartPhone and Tablets (from now on; jointly or separately as **THE PLATFORM**) who has his domicile established in the United Mexican Republic at the following address:

NOPALTZIN STREET, NUMBER 129, COLONIA LOS PINOS FIRST SECTOR, ZIP CODE 25204, SALTILLO, COAHUILA, MEXICO.

Any natural or legal person who accesses, registers or makes use of **THE PLATFORM** and / or the **SERVICES** offered therein, either directly or indirectly (from now on as the **USER**), you may do so subject to the Terms and Conditions, along with all other policies and principles governing **THE PLATFORM** and which are incorporated herein by reference.

ANY PHYSICAL OR ENTITY AND THIS LAST THROUGH ITS REPRESENTATIVE (S) OR PERSON (S) AUTHORIZED (S) FOR IT AND THAT DOES NOT ACCEPT THESE TERMS AND CONDITIONS, WHICH HAVE AN OBLIGATORY AND BINDING CHARACTER, SHOULD ABSTAIN FROM USING PLATFORM

The visit, access, registration or use of the contents and / or **SERVICES** made available by **KAPITALEX** through **THE PLATFORM** implies the express acceptance by the **USER** and / or **VISITOR** of these **TERMS AND CONDITIONS**, as well as other policies and principles incorporated into them by reference.

I. DEFINITIONS.

- 1. TERMS AND CONDITIONS OR T&C:** These terms and conditions, which are mandatory and binding, between **US** and **YOU**.
- 2. KAPITALEX:** Entity responsible for the content and / or **SERVICES** of the website www.kapitalex.com or through the application for Smartphone and / or Tablets in Google Play and App Store. Likewise, **WE** are a society committed to society and for this reason we cooperate and coordinate with the authorities to comply with the laws applicable to the matter, specifically those laws in charge of preventing and detecting Money Laundering and Financing of Terrorism.
- 3. THE PLATAFORM:** Together or separately, it will be the Website www.kapitalex.com or the electronic applications offered for SmartPhone and Tablets located in Google Play and App Store or for Internet Explorer, Google Chrome, Mozilla Firefox or any other browser.
- 4. PLD/FT:** Prevention of Money Laundering and Terrorist Financing.

5. **GENERAL CHARACTER PROVISIONS:** Those provisions or recommendations that are contained or that issue the following: Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin (LFPRIORPI), the forty (40) recommendations of the Financial Action Task Force (FATF), by the Units of Financial Intelligence (FIU), International Monetary Fund (IMF), Bank of Mexico, Securities and Savings Banking Unit (UBVA), Development Banking Unit, the Ministry of Finance and Public Credit, Official Gazette of the Federation, instruments international in which the Mexican State is a party or in general any authority, law, national or foreign recommendation in charge of issuing provisions regarding **PLD / FT.**
6. **USER (S):** Any person regardless of their legal nature (physical or moral) with legal capacity to do so, who makes use of the contents and / or **SERVICES** made available by **KAPITALEX** through **THE PLATFORM** or registers in it, complying with the procedure of registration and identification according to the levels of degree of risk that **KAPITALEX** establishes in **THE PLATFORM**, for this purpose you will obtain an ID (identification) of **USER** and password. If it is detected that you do not have legal capacity, **KAPITALEX** may immediately suspend the use of the contents, **SERVICES** and / or registration that **YOU** may have with **US**. From this moment authorizes **KAPITALEX** to verify your identity, from the data you provide, third parties, database or any other means that helps to comply with the identification and knowledge provisions of **USER**, as well as to know the origin and destination of resources.

For the simple fact of being a **USER** you declare under protest to tell the truth that you are not acting in the name, account or representation of a third party, since your registration as a **USER** is individual, unique and indivisible, it is strictly prohibited for a third party to use your account or that is identified with your own access credentials. In the event that **KAPITALEX** detects the violation of what is established herein and / or any general provision or in general any applicable law in the matter, we will immediately suspend your visit, access, use of content and / or **SERVICES** with **US**. and in your case we will prepare a report to the competent authorities in the matter.

As a **USER** it may be referred to throughout the **T&C** as; **YOU, USER, YOURS** or any equivalent.

7. **VISITORS:** It will be understood that all **USERS** are **VISITORS** but not all **VISITORS** are **USERS**, this means; you become **VISITOR** when visiting **THE PLATFORM** (either through the website, mobile application or any browser) in any way, you **VISITOR** are not allowed to trade or exchange **CRYPTO CURRENCY** or use in broad terms the Content and / or **SERVICES** offered by **KAPITALEX** through **THE PLATFORM**. These **T&C** are also applicable to all **VISITORS**, it is not necessary to have the quality of **USER** so that the **TERMS AND CONDITIONS** are binding and mandatory.
8. **KAPITALEX WALLET:** **KAPITALEX** will provide each **USER** individually with an electronic payment fund, which will allow you to pay a balance in Mexican Pesos

(MXN), US Dollars (USD) or Bitcoin (BTC) in your **KAPITALEX WALLET** to perform all your operations, related to the **SERVICES** offered.

9. **VIRTUAL ASSETS OR CRYPTO CURRENCY:** The valued electronical representation registered and used among the public as a means of payment for all types of legal acts and whose transfer can only be carried out through electronic means. At no time shall **VIRTUAL ASSETS** be understood as the legal tender in national territory, currencies, or any other asset denominated in legal tender or currencies.

The only **VIRTUAL ASSETS** that **YOU** can exchange, buy and sell are those listed by **KAPITALEX** and the only legal tender and release power currencies that are accepted as payment are Mexican pesos, dollars and euros.

KAPITALEX through the **WEBSITE** or its **APPLICATIONS** provides the digital platform to facilitate the operation, consequently, All the **CRYPTO CURRENCY** exchanged or negotiated by and between our **USERS** are their property.

10. **SERVICES:** **KAPITALEX** provides through **THE PLATFORM** a communication interface between its **USERS** that allows to connect to the exchange platform to perform the following operations:

- a) Sell to other **USERS** registered in **THE PLATFORM** their **VIRTUAL ASSETS** in exchange for other **VIRTUAL ASSETS** or money in Mexican pesos, dollars or euros.
- b) Buy or exchange with other **USERS** registered in **THE PLATAFORM, VIRTUAL ASSETS.**

All **KAPITALEX WALLET** funds must be made in Mexican pesos, american dollars and euros.

Throughout the following **T&C, KAPITALEX** and **THE PLATFORM** may be referred to individually or jointly as **US, OUR, WEB SITE, MOBILE APPLICATION** or equivalent terms, so it is your obligation as a **USER** to read, understand and advise on it, since, when accessing, registering, using the contents and / or **SERVICES** provided by **KAPITALEX** through **THE PLATFORM** it will mean that you **USER** or **VISITOR** have read, understand and agree with the present **T&C.**

II. GENERAL DESCRIPTION

KAPITALEX is the company responsible from **THE PLATAFORM**, as well as its content, being its main activity; that of providing a service as a digital platform allowing and facilitating the **USERS** communication between them for the purchase, sale and exchange of **VIRTUAL ASSETS** through **THE PLATFORM.**

The **T&C**, constitute a service provision contract between **KAPITALEX** and **YOU**, being a voluntary, binding and binding agreement, so, when visiting, accessing, registering or using

any content and / or **SERVICE** made available through **LA PLATFORM**, you expressly accept these **TERMS AND CONDITIONS**.

In order to access, register or in general make use of the content and / or **SERVICES** that **KAPITALEX** puts at your disposal through **THE PLATFORM**, you state have legal capacity to do so, for this purpose **KAPITALEX** through **THE PLATAFORM** may corroborate it by requesting any type of identification in force and issued by federal authority or by constitutive or analogous act, issued and signed by a notary or public broker as appropriate. In the event that **KAPITALEX** through **THE PLATAFORM** and its mechanisms, has doubts about the veracity or suitability of its identification as a **USER** or acting on behalf of a third party, it may suspend your access, registration, use of content and / or **SERVICES** that **KAPITALEX** puts at your disposal through **THE PLATFORM**, without any responsibility.

Regardless of whether **KAPITALEX** provides all the information corresponding to its content and **SERVICES** made available through **THE PLATFORM**, It is solely and exclusively as an obligation of the **USER** and / or **VISITOR** to seek and advise with a professional in the matter in case of any doubt regarding the exchange, purchase and sale of **CRYPTOCURRENCY** as well as the interpretation of these **T&C**, so if **YOU** do not understand or agree with the **T&C** you must not accept them, neither register, or use of the contents and / or **SERVICES** that **KAPITALEX** makes available to you through **THE PLATFORM**, since such acts will be an express acceptance that you understand and accept the **TERMS AND CONDITIONS**. Reiterating that the visit, access, registration, use of the contents and / or **SERVICES** that **KAPITALEX** makes available to you through **THE PLATFORM** means that **YOU** have read, understand and agree with these **T&C**, thus constituting an agreement of wills, mandatory, binding and without any defects of the consent, between **US** and **YOU**.

III. SERVICE PROVIDED BY KAPITALEX.

The present **T&C** constitute an agreement of wills; that is, a service provision contract, which consists of providing a digital communication interface through which **USERS** can access a free market of **ASSETS VIRTUAL** , to perform their positions of exchange, purchase or sale thereof.

KAPITALEX is responsible for the proper functioning of **THE PLATFORM**. The **USER** undertakes to use **THE PLATFORM** in a responsible manner, freeing **KAPITALEX** from any responsibility arising from improper, erroneous, unlawful or illegal use of **THE PLATFORM**.

Although we facilitate transactions through **THE PLATFORM**, **KAPITALEX** is neither a buyer nor a seller of the **VIRTUAL ASSETS** offered, neither serves as a representative of the **USERS**, **KAPITALEX** simply facilitates a space by electronic means where the **USERS** can negotiate and carry out their transactions, through **THE PLATFORM**, so **KAPITALEX** does not assume any responsibility regarding the **SERVICES** offered and / or acquired.

For what **KAPITALEX** through **THE PLATFORM** offers;

The technical tools and storage space that allows **USERS** registered in **THE PLATFORM** offer positions related to the **SERVICES**, through the mechanisms enabled in **THE PLATFORM**, so that the technology offered by **KAPITALEX** through **THE PLATFORM** facilitates communication between all registered **USERS**.

KAPITALEX is not an exchange, purchase and sale advisor of **VIRTUAL ASSETS**.

KAPITALEX is not a buyer of the **VIRTUAL ASSETS** offered by the **USERS**.

KAPITALEX is not a seller of the **VIRTUAL ASSETS** offered in **THE PLATFORM**.

KAPITALEX does not carry out the exchanges of **VIRTUAL ASSETS**, but these are carried out only among the **USERS**.

FOR THE USE OF OUR WEBSITE AND MOBILE APPLICATIONS AND THE ACCEPTANCE OF THESE T&C, YOU ACKNOWLEDGE AND AGREE THAT KAPITALEX DOES NOT PROPOSE TO RECEIVE RESOURCES FROM THE PUBLIC, OR PROVIDE THEM WITH ANY THIRD PARTY, BUT THE PLATFORM WITH INDEPENDENCE THAT IS APPLIED BY MOBILE IS A MEANS TO EXCHANGE, ACQUIRE OR SELL VIRTUAL ASSETS, WITHOUT KAPITALEX BEING IN ANY FORM OBLIGATED TO EXCHANGE, BUY OR SELL, TO INSURE OR GUARANTEE THAT YOU CAN EXCHANGE, BUY OR SELL, OR MAINTAIN A MEANS TO BUY OR SELL

IV. THIRD PARTY SERVICES.

YOU understand that **KAPITALEX** for the provision of its services requires the provision of third party services. So **YOU** are obliged to know and accept the terms and conditions that these companies have at their disposal for the provision of their services.

V. RISKS IN VIRTUAL ASSETS.

In accordance with article 34 of the Law to Regulate Financial Technology Institutions (ITF), we disclose (we inform you) to our **VISITORS** and **USERS** the risks that exist for carrying out operations with virtual assets multicitied in these **T&C**, So we inform you in the simplest and clearest way possible, the following:

- 1. VIRTUAL ASSETS** are not legal currencies and are not endorsed by the Federal Government or by the BANCO DE MEXICO;
- 2.** The impossibility of reversing operations once executed, if applicable;

3. The volatility of the value of the **VIRTUAL ASSETS**; and
4. The technological, cyber, and fraud risks inherent in the **ASSETS VIRTUAL**.

In relation to the above, the **USER** releases **KAPITALEX** from any responsibility in case of any problem related to the previous points. It is your only Obligation to advise a professional in the field, freeing **KAPITALEX** from any responsibility in case of not doing so.

VI. RISKS TO THE PLATFORM.

In order to make use of the **SERVICES** that **WE** place at your disposal through **THE PLATFORM**, the **USER** will have to register and create an individual account in the **WEB SITE** or **MOBILE APPLICATION**. In order to register, it is reiterated that you must accept these **T&C**, as well as the **PRIVACY NOTICE** that is made available to you at **THE PLATFORM**. You **USER** must complete your registration, filling out the identification forms with your personal data, information and, where appropriate, additional documentation that may be required.

The **USER** may only create a single account, individual, unique and indivisible, since it is closely related to its official identification that is indicated for that purpose, being solely responsible for the use of the same, delimiting **KAPITALEX** from any inappropriate, erroneous use or illegal or lost of it of **THE PLATFORM**.

VII. KEY PRIVATE KEYS

As a general rule, **KAPITALEX** does not provide or issue the **CRYPTO CURRENCY** to the **USER**, nor does it individually maintain the private keys associated with them, if **YOU** wish to have control of your **CRYPTO CURRENCY** and private keys associated with them, you must withdraw your **VIRTUAL ASSETS** to a **WALLET** other than **KAPITALEX WALLET** over which you have full control of them.

However, at the request of **YOU** through the mechanisms made available through **THE PLATFORM**, we can offer a unique security service in our turn, consisting of **KEYS COMMON**, that is, **YOU** user manages a secure key and **WE** the other, in this way, it is impossible to move or have the funds stolen without the joint signatures, the options that we make available to **YOU** are the following:

1. **Electrum MultiSign Wallet Set Up;**
2. **Trezor MultiSign Wallet Set Up; and**

When selecting any of these three (3) options, **KAPITALEX** through **THE PLATFORM** and its mechanisms enabled for it, will explain the way of registration and how to operate, so, once any of these three (3) options have been accepted, declares to have read, consult with a professional in the field and understand how they work, releasing **KAPITALEX** from any moment of responsibility.

At **KAPITALEX** we have developed a unique solution to protect **USER** funds in case they lose their private keys and / or backup seeds - signing a guarantee transaction in the future. To fund a deposit on our platform, the **USER** will have to sign a transaction in the future (30 days) for the total deposit. In this way **KAPITALEX** can recover the **USER** funds once the 30 days have elapsed.

VIII. USER IDENTIFICATION.

To properly complete and complete your registration as a **USER** you must initially enter your email, create a password that you can remember and select country, State and municipality of residence.

Additionally for identification as a **USER** and in compliance with the **GENERAL PROVISIONS** regarding **PLD / FT**, **KAPITALEX** may request information, data and documents that must be collected by each of its **USERS** and which will depend on the quality thereof, of the threshold of the operation that you carry out, as well as that indicated in the **GENERAL PROVISIONS** in **PLD / FT** cases applicable to each obligated subject and to the **KAPITALEX PLD / FT** manual.

Within the **USER** identification policies, **KAPITALEX** will integrate a file that must contain the data, information and documents required to the **USER** and, where appropriate, the identification questionnaire for more information, **KAPITALEX** will also keep the file for the entire **TERM** of this contract. and once this is concluded, for a period of not less than ten (10) years, **KAPITALEX** reserves the right to update the file verifying that they have the **GENERAL PROVISIONS** and that the information, data and documents are updated and be reliable, so you can do so at any time during the term of these **T&C**.

IX. POLICIES OF A CORRECT USER IDENTIFICATION.

The **USER's** identification policy will be based on the degree of risk that it represents, so when the degree of risk is greater, the measures will be intensified, otherwise the measures will be simplified, the policies, procedures and controls will be according to our methodology and applicable through **THE PLATFORM**.

To determine the degree of risk **KAPITALEX** will require and take into account the following:

- a) Background.
- b) Profession.
- c) Activity or business activity;

- d) Origin and destination of its resources;
- e) Threshold of operations;
- f) Place of residence;
- g) Politically Exposed Person (national or foreign);
- h) If it appears in the list of blocked persons; Y
- i) The other circumstances determined by **KAPITALEX**.

Depending on the degree or level of risk assigned to the **USER**, the following information and documentation may be requested: Full name, place of residence, address, proof of address, email, RFC, CURP, Official identification issued by federal authorities (IFE, INE, Passport , VISA or ANALOGS), telephone number, denomination or business name, activity or corporate purpose, name of the administrator, articles of incorporation, powers, written request or electronic form with their respective approval by **KAPITALEX**, measures to know the origin and destination of resources, people who exercise control, real owners, being natural persons as well; data of the spouse, concubine or concubine, economic dependents, as well as the societies or associations with which they maintain patrimonial ties, in the case of moral persons in addition; its main shareholders or partners, as appropriate, in the case of Trusts; same data regarding the spouse and economic dependents of the trustors and trustees natural persons, as well as of the societies and associations with which they maintain patrimonial ties, and regarding trustors and trustees moral persons, of their corporate structure and of their main shareholders or partners , in the case of commercial moral persons, information regarding the denomination, nationality, domicile, corporate purpose and social capital of the moral persons that make up the business group may also be requested.

All the information and documentation described above is not limiting, so **KAPITALEX** may request, to a greater or lesser extent, information, data and / or documentation from each of its **USERS** that allows a correct identification and knowledge of the **USER**, as well as for a complete mitigation. of risk in **PLD / FT**.

X. COMPLIANCE.

KAPITALEX is guided in the **PLD / FT** policies in accordance with the current **GENERAL PROVISIONS**. Our procedures and policies of identification and knowledge of the **USER** are designed to mitigate the risks, that is, to prevent and detect the money laundering and financing of terrorism that may arise from the **SERVICES** made available through **THE PLATFORM**, consequently, **KAPITALEX** has the obligation in case of having sufficient indications that it is in these cases, it will raise the reports of suspicious operations to the competent authorities.

The mentioned reports must refer at least to operations that are defined by the general provisions as relevant, worrying and unusual internal, those related to international transfers and cash operations made in national or foreign currency or in general any change in your transactional profile.

Our system is also designed to avoid any type of fraudulent operation among our **USERS**, so we have mechanisms to prevent and detect them. However, **KAPITALEX** is not responsible in the event that this occurs, so it is the sole obligation of the **USER** to consult with a professional in the field for everything related to the operations that he intends to carry out in **THE PLATFORM**.

According to our policies, **YOU** authorize from this moment, that **KAPITALEX** through the mechanisms established in **THE PLATFORM** to make and request any type of review, audit, data, documentation and other necessary for a correct identification and knowledge of **USER** and origin and destination of its resources, as well as to report to any competent authority the breach of the laws in national territory or abroad, in canceling, limiting or suspending its registration or visit to **THE PLATFORM** or denying the use of its content and **SERVICES** , as well as freeze or seize without prior notice your **VIRTUAL ASSETS**.

If **YOU** are convicted of a crime in matters of **PLD / FT** or violate our **T&C** expressly waives all rights that you have or have generated through **THE PLATFORM**, and we may dispose of them in accordance with applicable laws.

XI. TAXES.

The **USERS** will be the only ones responsible for the fulfillment of their obligations in tax matters which are derived from the use of the content and / or services performed through **THE PLATFORM**; **KAPITALEX** will at no time make the withholding tax so **YOU** must accumulate your income like any other.

It is the obligation of the **USER** to advise on tax, accounting or legal matters, as the case may be, in the understanding, that, if **YOU** use the **SERVICES** made available by **KAPITALEX** through **THE PLATFORM**, **YOU** state that you have understood or in your This case has sought the corresponding professional advice, freeing **KAPITALEX** from any type of responsibility in the corresponding matters.

XII. TERM.

These **T&C** have a contractual **TERM** of one year (1) after **YOU** use the content or register as a **USER**. These **T&C** may vary at the discretion of **KAPITALEX** or may result in amendments to the **GENERAL PROVISIONS** or any applicable law in the matter of **PLD /**

FT. Therefore, it is your obligation to constantly review these **TERMS AND CONDITIONS** and accept in accordance any change in these; If you **USER** does not agree with these **T&C**, you must interrupt the use of **THE PLATFORM** or cancel your account with **US**, according to the established procedures.

Once we have completed the year with **US** and if **YOU** continue to use content or carry out their positions of exchange, purchase and sale of virtual assets through **THE PLATFORM**, it will be understood that it is your desire to renew these **T&C**, accepting from this moment a tacit renewal for a period equivalent to one more year, the mentioned renewal is applicable, every year elapsed. Once again, it is your sole responsibility to review the content of the **TERMS AND CONDITIONS** in case of any modification to them, **KAPITALEX** also reserves the right to update your file at any time, being able to request any reliable information or documentation, with the in order to keep the database updated and to comply with the **GENERAL PROVISIONS** regarding **PLD & FT.**

It is reiterated that **KAPITALEX**, at any time and when it deems appropriate, without the need to notify the user, may make corrections, additions, improvements or modifications to the content, presentation, information, services, areas, databases and other elements of the Platform , without this giving rise to the right to any claim or compensation, or that this implies acknowledgment of any responsibility in favor of the **USER.**

XIII. CANCELLATION.

USERS may at any time request their cancellation or registration as **USERS** and therefore of the contractual relationship between **YOU** and **US**, **KAPITALEX** regardless of whether you cancel your contractual relationship with **US** in advance, by obligation, we will keep your file for the entire **TERM** of the contractual relationship, as well as for a period of not less than ten (10) years from the date of termination of the contractual relationship, this in accordance with the **GENERAL PROVISIONS.**

For **KAPITALEX** to cancel your registration as a **USER**, you must have your account in zeros, if there is a balance in your favor, you must withdraw it by any means authorized to perform said operation. **KAPITALEX** will require the **USER** extra information or documentation to know the reasons in which the contractual relationship is terminated, after that information is delivered, and making sure that your account is in zeros, you will proceed to cancel your account with **US.** In case of not complying with what is stipulated here, it will be considered that it is your desire to continue the contractual relationship with us.

XIV. LOCK OR CANCELLATION OF YOUR ACCOUNT OR REGISTRATION.

If **KAPITALEX** has doubts about the veracity and suitability of your identification as a **USER** or about the origin and destination of the resources, it will block or, where appropriate, cancel the accounts that you consider violate the **GENERAL PROVISIONS** regarding **PLD / FT.**

KAPITALEX is a company committed to prevent and repress these illegal acts, requesting the information and documentation deemed necessary to each **USER** to mitigate the risks in **PLD / FT** and failing that by reporting to the corresponding authorities any type of act or

operation that they violate the laws or there are indications that the laws regarding **PLD / FT** may be violated.

KAPITALEX, will immediately suspend the performance of acts, operations or services with the **USERS** that the Ministry of Finance and Public Credit or competent foreign authority reports through the list of blocked persons which will be confidential, as well as any determination of administrative, fiscal authority or judicial. The suspension will cease to take effect when the **USER** is removed from the list of blocked persons or has committed any penalty or is acquitted of the crime that has been allegedly charged, the Ministry of Finance and Public Credit will establish its parameters to enter said list, Therefore, it is your obligation to investigate the cases in which it may appear on the aforementioned list.

KAPITALEX may block the funds in accordance with the **GENERAL PROVISIONS** or by court order of the competent authority.

XV. INFORMATION EXCHANGE.

KAPITALEX may exchange information with each other and with other entities of the Mexican financial system, including exchange centers, money transmitters and investment advisors, empowered to do so in accordance with financial laws, as well as foreign financial entities, in terms of **GENERAL PROVISIONS**, as well as any authority in administrative, judicial or fiscal matters that requires it through the National Securities Banking Commission, in order to strengthen the measures and procedures to prevent and detect acts, omissions or operations that may be located in articles 139 Quater or 400 BIS of the Federal Criminal Code or those to prevent and detect acts, omissions or operations that may favor, provide help, assistance or cooperation of any kind for the commission of crimes.

The fulfillment of the obligations and the exchange of information, does not violate the obligation of confidentiality that is given to us as a Financial Technology Institution according to the Law to Regulate the Financial Technology Institutions, nor will it constitute a violation of the restrictions on the disclosure of information established in via contractual.

XVI. KAPITALEX EXCHANGE.

VISITORS may enter the content of **THE PLATFORM**, however, only **USERS** may make use of the **SERVICES** provided by **KAPITALEX** through **THE PLATFORM**, in the same way both the **VISITOR** and the **USER** are bound in accordance with these **T&C**.

KAPITALEX is not responsible in the event that there are **NO USERS** who wish to exchange, acquire or sell **CRYPTOCURRENCY**, so **YOU** waive any action against **US**.

The positions made by our **USERS** will not be published publicly on any other platform that is not strictly that of **US**, likewise, we have an automated system responsible for encrypting and coding all related information, as well as the addresses associated with **KAPITALEX**, this with the intention to give greater security and certainty to our **USERS**; however, we are not responsible, in any way for this concept. Only transfers made between the **KAPITALEX WALLET** and the **USER's** private wallet or bitcoin funding from your private wallet will be visible, so **YOU** accept and acknowledge the same. This confidentiality is conditioned on the provisions of chapter XIV.

The **USERS** according to their profile, may have an exchange, sale or purchase position, so **KAPITALEX** through **THE PLATFORM** once it identifies and ties a position initiated by a **USER** with another exchange or purchase position of another **USER**, will facilitate communication between each one, for which **KAPITALEX** will not be responsible. **KAPITALEX** is responsible for carrying out the operation and ensuring that the funds are allocated to the **USERS** through the corresponding **WALLET**, by charging a commission. The **USERS** are obliged to pay the corresponding commission unconditionally and irrevocably.

Once a **USER** makes a position, **WE** will retain the balance corresponding to that position, so that the funds will be available to complete the operation; **KAPITALEX** only helps in the conclusion of an operation only in case the funds are available. **KAPITALEX** retains the funds until the positions have been completed or canceled, and the **USERS** cannot use them for any other purpose. It is the obligation of each **USER** to withdraw the offers that he does not wish to complete before they are accepted by another **USER**, otherwise he is obliged to conclude the initiated position.

KAPITALEX is not responsible in case our **WALLETS** and **YOU** stop working, so **KAPITALEX** does not guarantee the stability, availability or any of the functions of the **VIRTUAL ASSET** networks offered, exchanged or purchased through **THE PLATFORM**. **YOU** may lose access to your portfolio and all your funds if the network ceases to function for any reason, so as a **USER** you acknowledge and accept that you may lose any amount related to your portfolio or the corresponding operations, **KAPITALEX** is not responsible for Any of the concepts previously indicated, as **YOU** are solely responsible for protecting the credentials of your portfolio, any unauthorized access is under your strictest responsibility, you use the use of this technology under your strictest responsibility.

XVII. PROHIBITIONS OF THE USERS.

The use of the platform will be for the purposes established in these **T&C**, therefore, it is prohibited to all **VISITORS** or **USERS** the following:

1. Provide information, data, documentation that does not correspond or does not help to its correct identification and knowledge as **USER** or to know the origin and destination of the resources.
2. Use any mechanism that prevents or attempts to prevent the correct functioning of **THE PLATFORM** or any activity derived from it.
3. Try to obtain the source code of **THE PLATFORM** of any software, hardware or similar program that comprises or constitutes a part of **THE PLATFORM**.

4. Alter any payment code, bar codes or any **KAPITALEX** document.
5. Use the site as a means of collection with third parties.
6. Collect funds, participate in and / or market pyramid schemes, or any operation that is contrary to the law or that affects users, third parties or the Mexican financial system in any way.
7. Affect the services we offer through **THE PLATFORM**, with any computer threat, hostile software or other material or technology harmful to **THE PLATFORM**.
8. Publish false content, false positions, political and / or religious propaganda, commercial messages (SPAM) or any chain message or **USER** content that is intended to deceive the **VISITORS** or **USERS** of **THE PLATFORM**.
9. Use or intend to use, either directly or indirectly, totally or partially **THE PLATFORM** and its **SERVICES** offered, as well as the one that contributes or raises funds of any nature for the commission in national territory or abroad the crime of terrorist financing national or international, terrorist acts, individual terrorists or terrorist organizations. As well as what is established in articles 139 quarter, as well as who intends to launder money according to article 400 bis of the Federal Criminal Code.

XVIII. ACCOUNT LEVELS.

In **KAPITALEX** we have 3 account levels, according to the **GENERAL PROVISIONS** and of which in addition to the information requested in chapter VIII POLICIES FOR A CORRECT IDENTIFICATION OF THE USER of subsection a) to subsection i), it will be requested according at the following thresholds; Cash income on the platform is limited to \$ 5,300.00 MXN daily and 32,000.00 MXN monthly, regardless of account level.

LEVEL 1; Limit of \$ 5,300.00 per day and \$ 32,000.00 MXN per month.

- Full name;
- Sex;
- Birthdate;
- Country;
- E-mail;
- CURP;

- RFC;
- Verification of cell number; and
- Occupation, activity or turn.

For moral persons, we do not have account level 1.

LEVEL 2; Limit of \$ 150,000 MXN daily and \$ 480,000 MXN monthly, in addition to the above, we require:

- Upload a copy of an official identification issued by the federal authority to the platform;
- Proof of address with an expedition not exceeding 180 days;
- In the case of a legal entity, you must also provide;
- Denomination or social reason;
- Persons exercising control;
- Upload to the platform constitutive act;
- Upload a document proving personality to the platform to act on behalf of the legal entity;
- Upload to the platform proof of fiscal situation.

LEVEL 3; Limit of \$ 1,000,000 MXN daily, without monthly limit, in addition to the above, we require:

- The present **T&C** signed by person with powers, scanned and sent to the email of **KAPITALEX**.
- The last two financial statements;
- The last two annual statements;
- The others that **KAPITALEX** considers pertinent to justify its change of transactional profile, identify the origin and destination of the resources.

KAPITALEX may deny entry to any level of account without any responsibility, in case it considers that the knowledge and identification of the **USER** has not been satisfied, or if it considers that **YOU** apply to another level of account. Regardless of the thresholds referred to above, with the required information and documentation, a degree of risk will be assigned, comprised within those listed (levels), the required information and documentation may vary according to what is determined by **KAPITALEX**, being able to request, In addition, original documentation or physically certified copy in the offices of **KAPITALEX** to authorize its registration with **US**.

It is reiterated that the aforementioned information is not limiting, so in compliance with the **GENERAL PROVISIONS** regarding **PLD / FT**, more information may be requested from you as a **USER**, accepting **YOU** at all times that **KAPITALEX** requires all kinds of Information for its correct identification, knowledge, origin and destination of the resources, by not providing in time and form the information and documentation requested by **US**, will deny or suspend your account, releasing **KAPITALEX** from this moment any loss in your **VIRTUAL ASSETS** and / or rights generated in **THE PLATFORM** for the breach of these **T&C**.

We reserve the right to authorize at any level established herein, being able, at its discretion, to move them in accordance with the requested information, as well as to the nature, amount, frequency of their operations.

XIX. HISTORIAL RECORDS AND INVOICES

Within the content of **THE PLATFORM**, **YOU** can verify the historical records of your positions, however, **KAPITALEX** reserves the right to adjust, correct or reconcile your records when necessary, accepting and paying **YOU** any balance in your charge.

If there is any error in your history, you will have a period of 15 calendar days once you enter your history, to request the corresponding clarification, in case the corresponding clarification is not generated it will be understood that **YOU** accept and recognize the movements identified in your history. If you want a tax receipt, **KAPITALEX** will only issue those for the amounts of commissions that **KAPITALEX** charges for **EXCHANGE** plus taxes, tax receipt that you can request at the following address www.facturaskapitalex.com, being the sole responsibility of the **USER** to fill out correctly the data requested for billing, not being responsible for any errors or omissions. **YOU** can modify your **RFC** billing later, but you can not modify the invoices generated previously, since you have already been stamped on the SAT, in case of an error in your RFC the system will automatically generate a generic RFC invoice, releasing of any responsibility to **KAPITALEX**.

It is reported that at the moment we are not aware of the existence of a specific fiscal regulation that is applicable to **VIRTUAL ASSETS**. It is your responsibility to consult with a professional in the matter how you should do the tax treatment of your **VIRTUAL ASSETS**, the profits or losses related to them or any other related aspect.

XX. COMMISSIONS.

All the positions of purchase or sale that are made through **THE PLATFORM** will be subject to a commission in favor of **KAPITALEX**, which will be adjusted to the following:

0.5% (Zero points five percent) for the purchase of each available virtual asset.

0.5% (Zero points five percent) for the sale of each available virtual asset.

The services provided by third parties through **THE PLATAFORM** do not generate an extra charge or commission, however, it is the responsibility of each **USER** to know their terms and conditions, so, when using the **SERVICES** provided through **THE PLATFORM**, **YOU** accept Having read, known and accepted, the commissions of US and who knows and understands the terms and conditions of the third parties involved, freeing **KAPITALEX** from any liability arising from the same.

Recovery charges may exist in the case of cross-funds; An anchoring of a **CRYPTOCURRENCY** to an address that is not compatible or not supported with **KAPITALEX** is considered as a cross fund. **YOU** must request the recovery within five (5) calendar days in which the cross fund occurred, **KAPITALEX** will study the feasibility of recovering it and failing that we will only attempt to recover the cross funds, not ensuring the

success of the recovery of the cross funds For this purpose, **KAPITALEX** will charge a feasibility study fee and attempt to recover cross-funds plus taxes. You **USER** accepts and understands that the request for recovery of cross-funds, may or may not have a favorable result to your claims, in case of not being able to recover those cross-funds, **YOU** release **KAPITALEX** from any responsibility or obligation generated by concept of cross bottoms.

XXI. FORMS OF FUNDING WITHDRAWAL.

The forms of funding and withdrawals accepted by **KAPITALEX** are as described below:

A. For **FUNDING** they are the following:

1. Transfer SPEI, SWIFT or SEPA
2. Bitcoin (BTC);

B. For **WITHDRAWALS** they are the following:

1. Transfer SPEI, SWIFT or SEPA (MXN, USD, EURO)
2. Bitcoin (BTC);

In the event that **YOU** need to deposit or withdraw from your **WALLETS**, it will be a requirement that such deposits or withdrawals be from an account in the name of **YOU**, this as part of our mitigation of **PLD / FT**.

KAPITALEX may vary the forms of **FUNDING** and **WITHDRAWAL** at any time without prior notice, it is the only obligation of the **USER** to constantly review the **T&C**.

Your account with **US** does not constitute a bank account at any time nor will it be established in the future, nor do we carry out collection operations so that the accounts of each **USER** in **KAPITALEX** serve the sole purpose of verifying that you have the necessary resources to perform any type of posture (purchase, sale or exchange) that are made in the Exchange, your **USER** resources are in independent bank accounts to the commercial operation of **US**, so we do not use them in any financial intermediation operation.

In the case of **USERS**, moral persons who want to operate as money transmitters through **THE PLATAFORM**, they must prove such quality through the information and documentation required by **KAPITALEX**, as well as their anti-money laundering and terrorist financing systems, reserving the right to Approve your registration as a money transmitter **USER**.

XXII. LIMITATIONS OF RESPONSABILITIES.

KAPITALEX does not guarantee in any way the continuity and availability of the contents or services offered through **THE PLATAFORM**, however, **KAPITALEX** will carry out the actions that according to its possibilities allow it to maintain the proper functioning of **THE PLATFORM**, without this Assume some responsibility from **US**.

In the same way, **KAPITALEX** will not be responsible or guarantee that the content or software that can be accessed through **THE PLATFORM**, is free of errors, malicious software, or that can cause any damage at the level of software or hardware in the equipment through of which the **USER** accesses or uses **THE PLATFORM**. If, due to the use of **THE PLATFORM**, it results in going to a technical service or replacing equipment or data thereof, **WE** are not responsible for such damages, much less we are responsible for these expenses. It is the responsibility of the **USERS** to keep backup copies of their equipment at all times.

KAPITALEX is not responsible for any damages that may be caused by improper use of **THE PLATFORM**. Under no circumstances will **KAPITALEX** be liable for losses, damages or damages of any kind that may arise due to access or use of **THE PLATFORM**.

KAPITALEX puts all its effort into implementing all the procedures to minimize the risks of abuse, hacking or insertion of a virus in the server and / or in **THE PLATFORM**. Without this meaning any responsibility for **US**.

We also put a lot of effort into ensuring maximum security of the contents in **THE PLATFORM**. **KAPITALEX** cannot and will not undertake to guarantee absolutely, the responsibility for violations, hacks or insertion of viruses in the server and / or in **THE PLATFORM** and / or in the emails sent.

Despite all the precautions taken by **KAPITALEX** to ensure that all information transmitted through **THE PLATAFORM** is true and accurate, **KAPITALEX** cannot be held responsible for any false information and / or service requests offered by the **USERS**, as well as for any false information and / or communicated between the **USERS**, nor for related damages or that lead to damages in the result.

KAPITALEX will not be responsible in any case for failures of independent systems beyond its control, including computer networks, telephone and Internet communications, in no case will we be liable in case of force majeure (strikes, Internet failure, etc.).

THE PLATFORM may include links to other web pages, so **KAPITALEX** is not responsible if **YOU** access third party web pages, so it is the responsibility of the **USER** or **VISITOR** access, use and knowledge of third party policies.

KAPITALEX does not guarantee that **THE PLATFORM** is free of any computer virus or other harmful mechanisms for its equipment.

All **USERS** recognize and accept that all transactions made, carried out or carried out through **THE PLATFORM** are carried out only under their strictest responsibility, the **USER** being solely responsible for advising and assessing the possible risks arising from the **SERVICES** that are facilitate in **THE PLATFORM**. **KAPITALEX** consequently does not acquire and **YOU** release us from any type of responsibility in relation to the decisions made by each **USER**.

The **USER** acknowledges and agrees to have read and understood the **T&C**, as well as agrees to recognize and accept the information contained in chapter V **RISKS OF VIRTUAL ASSETS**.

KAPITALEX is not responsible for the operation and the underlying protocols related to a **VIRTUAL ASSETS** network and that we do not guarantee their functionality or availability. In no case the use of the contents and **SERVICES** provided through **THE PLATFORM** is translated as an investment advice, consequently, there is not and will not exist at any time an investment advisory relationship between **YOU** and **US**.

Consequently, **YOU** acknowledge and accept that you are solely responsible for the use of the contents and **SERVICES**, as well as knowing the nature, risks, potential value for **YOU**, freeing **KAPITALEX** from any liability or obligation derived from this.

KAPITALEX will deny access and registration to any person who intends to obtain a registration as a **USER** and has jurisdictions in the countries of the Democratic Republic of North Korea and Iran, countries in which the Financial Action Task Force (FATF) makes a called for having considerable deficiencies. In that same sense, **KAPITALEX** may refuse to establish relations with the jurisdictions to which the FATF calls for having strategic deficiencies. Consequently, **KAPITALEX** may also deny any type of transaction derived from **THE SERVICES** to countries in which the FATF makes a call.

Each **USER** that accesses **THE PLATFORM** or that through it uses **THE SERVICES**, is obliged to indemnify **KAPITALEX** for any damage or harm that **US** causes, as a result of any act, act or omission of the **USER** related to access to **THE PLATAFORM** or **WITH THE SERVICES** made available through it and it is convenient that to compensate for such damages **KAPITALEX** may use the resources found in any account of the **USER** or exercise their rights against the **USER** in accordance with applicable law.

XXIII. CAPACITY.

The **SERVICES** are only available to people who have the legal capacity to contract. People who do not have that capacity or **USERS** who have been temporarily suspended or permanently disabled may not use the services. If you register as a **USER** of legal entity, you must have the capacity to contract on behalf of such entity and to bind it in the terms of this Agreement. It is the obligation of each **USER** and **VISITOR** to prove their personality, otherwise, their registration may be rejected, canceled or suspended temporarily.

XXIV. FUNDS NOT CLAIMED.

In the event that your account is canceled for any reason and the funds have not been withdrawn, **KAPITALEX** will make an effort to communicate via email with which it was registered that it has a balance in its favor and that it has forty-eight (48) hours to withdraw them or by your bank CLABE placed at our disposal in the requirements of identification and knowledge of **USER** we will send them, notifying the same by email, this at the discretion of **US**. In the event that **YOU** have not made available to us the necessary information for **US** to perform such acts, within a period of ninety (90) immediate calendar days after 48 hours of sending the email, **KAPITALEX** may make available such balance in favor of the authorities or at the option of **US** in favor of a charitable institution, understanding and accepting **YOU** that you agree with what is established here.

In all cases, we will require that the **USER** withdraw his funds when an account has been closed, is inactive, exceeds the limits or that for any reason the contractual relationship between **US** and the **USER** has been terminated. In case the user does

not withdraw their funds, **KAPITALEX** will carry out any of the actions described previously.

XXV. PRIVACY AND DATA PROTECTION POLICES.

In accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties, **KAPITALEX** undertakes to adopt the necessary measures at its disposal to ensure the privacy of the personal data collected in a way that guarantees its security. avoid alteration, loss or unauthorized treatment.

In addition, in order to comply with the provisions of the Federal Law on Protection of Personal Data Held by Individuals, all personal data that is collected through **THE PLATFORM**, will be treated in accordance with the principles of legality, quality, purpose, loyalty, and responsibility. All processing of personal data, the use of financial or patrimonial data, will require the express authorization of their owners, however, this may be given through **THE PLATFORM** using the mechanisms enabled for this purpose, and in any case the greatest diligence will be given and Beware of this type of data.

The same will happen in the case of sensitive personal data, considering for these those that due to improper use may give rise to discrimination or its disclosure entails a risk for the owner.

At all times, it will be ensured that the personal data contained in the databases or files that are used, if applicable, are correct and updated for the purposes for which they were collected.

The processing of personal data will be limited to compliance with the purposes set forth in the Privacy Notice which will be available at the following email address:

www.kapitalex.com/aviso-de-privacidad

THE PLATFORM may include hyperlinks or links that allow access to websites of third parties other than **KAPITALEX**. The owners of said websites will have their own privacy and data protection policies, so **KAPITALEX** does not assume any responsibility for the data provided by the **USERS** through any website other than www.kapitalex.com

KAPITALEX reserves the right to modify its Privacy Policy, according to its needs or derived from any change in the legislation. The access or use of **THE PLATFORM** after such changes will imply the acceptance of these changes.

On the other hand, access to **THE PLATFORM** may involve the use of cookies, which are small amounts of information that are stored in the browser used by the **USERS**. Cookies facilitate navigation, make it more friendly, and do not damage the navigation device, for this, they can collect information to enter **THE PLATFORM**, store the preferences of the **USERS**, as well as the interaction that this has with **THE PLATFORM**, as for example: the date and time in which **the PLATFORM** is accessed, the time that has been used, the sites visited before and after it, the number of pages visited, the IP address of which the user accesses , the frequency of visits, frequency, nature, amounts of their operations, etc.

This type of information will be used to improve **THE PLATFORM** and comply with the **GENERAL PROVISIONS** regarding **PLD / FT**, detect errors, and possible needs that **USERS** may have, the foregoing in order to offer **USERS** services and contents of Best Quality. In any case, the information collected will be anonymous and individual users will not be identified.

In the event that you reject the use of cookies (in whole or in part), **USERS** may continue to use **THE PLATFORM**, although some of its functions may be disabled.

It is possible that in the future these policies regarding cookies change or are updated, so it is advisable to review the updates made to these **TERMS AND CONDITIONS**, in order to be adequately informed about how and for what we use the cookies that are generated when entering or making use of **THE PLATFORM**.

USERS acknowledge that **THE PLATFORM** collects the following information:

- I. Personal information: which is used to identify and know the **USERS**, and includes among others: your name, reason or company name, address, activity, telephone, zip code, email address, and / or when applicable Debit and / or credit card number, statements, statements, RFC, CURP and other information and documentation to comply with the **GENERAL PROVISIONS** regarding **PLD / FT**.

- II. Aggregate information: it is the information that does not personally identify the **USERS**, and that describes their demographic data and patterns of use of the **WEBSITE**.

All the aforementioned information will be used to create a database, property of **KAPITALEX**, information that is stored to prevent its loss, misuse or alteration.

KAPITALEX undertakes to use the information regarding the current privacy notice.

USERS empower **KAPITALEX** to provide information in accordance with chapter XIV EXCHANGE OF INFORMATION.

XXVI. COPYRIGHT AND INDUSTRIAL.

KAPITALEX itself or as an assignee, is the owner of all intellectual property, copyright and industrial rights of **THE PLATAFORM**, understanding by this the source code that makes its operation possible, as well as, processes, know-how, software, creation , idea, invention, systems, tools, content, codes, prototypes and other elements that distinguish it. They will, therefore, be protected by Mexican legislation on intellectual and industrial property, as well as by applicable international treaties. Therefore, the reproduction, distribution, or dissemination of the contents of **THE PLATFORM**, for commercial or any other purpose, on any medium and by any means, without the authorization of **KAPITALEX** is expressly prohibited. Reserving the right to exercise any action that is derived against **YOU**.

The **USERS** undertake to respect the intellectual property, copyright and industrial rights of **KAPITALEX**. On the other hand, the **USERS**, will refrain from deleting, altering, or manipulating any element, file, or content, of **THE PLATFORM** and for no reason will perform acts tending to violate the security, files or databases that are protected, either through restricted access through a username and password, or because you do not have the permissions to view, edit or manipulate them.

In the event that the **USERS** or any third party considers that any of the contents of **THE PLATFORM** supposes a violation of the rights of protection of the industrial or intellectual property, they must immediately notify **KAPITALEX** through the contact data available in **THE PLATFORM** and / or through the following means:

PHONE NUMBER: _____

EMAIL ADDRESS: contacto@kapitalex.com

Copyright on the content, organization, collection, compilation, information, magnetic or electronic transfers, digital conversion, logos, programs, applications or in general any information contained or published on the Website or the Application, all site materials and any other website owned, operated, licensed or controlled by **US** are private information and intellectual property of **US** or its associated or subsidiary companies, so we reserve all rights to them, it is duly registered in favor of **KAPITALEX**, its affiliates and / or their respective owners, in accordance with the laws relating to copyright and intellectual property.

XXVII. COMPLEMENTARY NOTICES.

It is the responsibility of the **USER** to keep his private keys and passwords securely. In case of not remembering, losing or being a victim of any cyber risk **KAPITALEX** is not responsible for any type of loss caused.

At any time and when deemed appropriate, **KAPITALEX** may perform the following: correct, modify, adhere, delete, improve, the content and **SERVICES**, as well as the information and body of the **TERMS AND CONDITIONS**, without prior notice to **YOU**, without this gives rise to the right to any compensation or claim, from this moment **YOU** release **KAPITALEX** from any type of responsibility, being the obligation of the **USER** to review the **T&C** periodically, since the use of **THE PLATFORM** constitutes an acceptance to the same.

These **TERMS AND CONDITIONS** constitute an agreement of wills, so they are mandatory between **YOU** and **US**, being valid and enforceable obligations against you, currently there is no law that regulates our services in the jurisdiction where you live or are located, without this meaning that we do not comply with the **GENERAL PROVISIONS** regarding **PLD / FT**.

The simple act of accessing the contents of **THE PLATFORM** or obtaining your registration as a **USER** you accept the provisions of these **T&C** and it will be understood that **YOU** have sought advice with a professional in the field, so you not only accept but declare to understand the scope of **T&C**, **SERVICES** and **RISKS IN VIRTUAL ASSETS**, freeing **KAPITALEX** from any responsibility.

Clauses that, in accordance with applicable legislation, are declared void or ineffective shall be deemed not to be provided as long as the essence of the **T&C** is not distorted, and does not affect the effectiveness and validity of the **TERMS AND CONDITIONS**.

The affected clause will be replaced by another that, being in accordance with the applicable legislation, reflects as far as possible the agreement initially reached by the parties. In this case, **KAPITALEX** will modify the **T&C** as soon as the aforementioned is known.

The **TERMS AND CONDITIONS** although they are in a foreign language, the definitions, concepts and interpretation are subject in the Spanish language.

For the convenience of **KAPITALEX** in compliance with the **GENERAL PROVISIONS** regarding **PLD / FT**, the **TERMS AND CONDITIONS** may be signed by Advanced Electronic Signature to the email kapitalex@kapitalex.com or physically, for that purpose it will have to be sent to the address identified in the first paragraph of the **TERMS AND CONDITIONS**, in the term agreed by US.

Any matter not foreseen in the **T&C, WE** will resolve it in a period not exceeding fifteen (15) business days, reserving the right that everything not foreseen will always be interpreted in favor of US and adhering to the **GENERAL PROVISIONS** in matter of **PLD / FT**, accepting, understanding and releasing **YOU** from this moment of any responsibility to **KAPITALEX**.

XXVIII. APPLICABLE JURISDICTION.

For the interpretation, compliance and execution of these **TERMS AND CONDITIONS**, the **US** and the **USER** or **VISITOR** agree that the federal laws of the United Mexican States will be applicable and submit to the jurisdiction and jurisdiction of the courts of Saltillo, Coahuila renouncing in this act to those who by law ministry, jurisdiction or residence could correspond, by reason of their domicile or for any other cause. The **USER** accepts that all orders for exchange, purchase, sale and all funding or withdrawals are considered made in the territory of the United Mexican States and more specifically, within the city of Saltillo, Coahuila.

NOTICE ON THE PLATFORM.

In terms of the provisions of Article Eighth of the Law to Regulate Financial Technology Institutions promulgated by the Constitutional President of the United Mexican States and published in the Official Gazette of the Federation on March 9, 2018, GCS FUND S.A.P.I OF C.V. It states that prior to the entry into force of said law, it is already carrying out regulated activities in it. The authorization to carry out operations within this electronic payment fund platform is being processed, so it is not an activity supervised by the Mexican authorities.