

## **VBANQ TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE.

### **1. Acceptance of the Terms of Use**

These terms of use are entered into by and between you ("**User**", "**you**") and **Charism LLC**, a company incorporated under the laws of St. Vincent and Grenadines, with company number 1999 LLC 2022, registered office at Suite 336, Beachmont Business Centre, Kingstown, and Vault Fintech Solutions s.r.o., a company incorporated in the Czech Republic under company number 216 27 002, with its registered office at Frydlantská 1312/19, Kobylisy, 182 00 Prague 8. ("**Company**", "**we**" or "**us**").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of <https://www.charism.ai> ("**Website**"), including any associated mobile applications ("**Applications**") and your access to and use of any media, analytics, content, functionality, and services offered on or through any of the Websites and Applications, and your access to and use of all and any related sites and services. The Websites, the Applications, and all and any other media, analytics, content, functionality, products, and services offered by us or through us, are referred to as the "**Product**".

Please read the Terms of Use carefully before you start to use a Website or any Product. By using the Website or any Product or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use in addition to our Privacy Policy, incorporated herein by reference.

If you do not agree to these Terms of Use, the Privacy Policy, you must not access or use the Website and any Products or any Application or access or use any Product.

### **2. Who May Use the Website**

The Websites are offered and available to users who are of legal age (i) in St. Vincent and Grenadines (18 years or older) and (ii) in the users' jurisdiction or place of residence.

By using the Website and any Products, you represent and warrant that you (i) are 18 years of age or older, (ii) are of legal age in your jurisdiction or place of residence, (iii) are not barred from using the Website and any Products under any applicable law, order, directive, regulation, or sanction list and (iii) are using the Website and any Products only for a lawful purpose. If you do not meet these requirements, you must not access or use the Website and any Products.

### **3. Content and its intended use**

We may change the format and content of the Website and the Products from time to time without noticing you. You agree that your use of the Website and the Products is on an 'as is' and 'as available' basis and is at your sole risk.

Whilst we try to ensure that all information contained on the Website and any Products (other than any user-generated content) is correct, it is not and is not intended to be, any authority or advice on which any reliance should be placed.

#### **4. Reliance on Information Posted**

The information presented on or through the Website and any Products is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website and any Products may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Website and the Products are not in any manner or in any form or part intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction.

We do not accept any liability (regardless of how it might arise) for any claim or loss arising from:

- any advice given;
- any investment or other decision made; or
- any transaction made or effected;

in reliance on, or based on, any information on the Website or in any of the Products, nor do we accept any liability arising from any other use of, or reliance on, the Products.

We do not enter into any terms or make any representations as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose, or originality of any content of the Website and the Products and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Website and the Product or relying on any of its content.

We cannot and do not guarantee that any Website and Product content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including antivirus and other security checks) to satisfy your requirements for the safety and reliability of content.

#### **5. Changes to the Terms of Use**

We may occasionally revise and update these Terms of Use at our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Website and any Products following the posting of the revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

## **6. Accessing the Websites**

We reserve the right to withdraw or amend this Website, any service or material we provide on the Website, and any Products, in our sole discretion without notice. We do not guarantee that our Website or any content on it will always be available or will not be interrupted. We will not be liable if all or any part of the Websites and any Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites and any Products, or an entire Website, to users.

You are responsible for:

- making all arrangements necessary for you to have access to the Websites and any Products;
- ensuring that all persons who access the Websites and any Products through your internet connection are aware of these Terms of Use and comply with them.

To access a Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register using a Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You should use caution when inputting personal information into Websites on a public or shared computer so that others are not able to view or record your personal information.

## **7. Account Security**

Be careful to keep your private keys, passwords, security codes, and other security features that you use to access the Product. You must maintain the security of your Account by protecting your login, password, and security credentials from unauthorized access or use. It is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with enhanced security features. You must properly read, use, and follow the Anti-fraud policy, and notify Charism if you discover or suspect any unauthorized access or use of your Account or any security breaches related to your Account. Upon receipt of written notice from you that the security of your Account has been compromised, Charism will take reasonable steps to protect your Account.

Please note that You are responsible for all activities that occur under your Account, and by agreeing to these Terms you accept all risks of any authorized or unauthorized access to your Account. You will be bound by, and you hereby authorize Charism to accept and rely on, any agreements, instructions, orders, authorizations, and any other actions made, provided, or taken by anyone who has accessed or used your Account regardless of whether the access is authorized or unauthorized by you.

Please note that you may open only one Account within Charism. Creation of more than one Account is strongly prohibited and may lead to refusal of providing Charism services.

## **8. Subscription Model and Payment Terms**

Our services are provided on a subscription basis. When you subscribe, you gain access to our services and functionality for one month from the date of your subscription activation.

Subscription fees can be viewed at <https://vbanq.charism.ai/fees/corporate/> and can be paid via cryptocurrency, bank card, or by transferring funds directly to our company's settlement account. Details for payment will be provided during the subscription process.

To cancel your subscription, you must use the designated cancellation button found in your personal account on our Website. If you encounter any issues during the cancellation process, please contact the Company via email at [support@vbanq.co](mailto:support@vbanq.co). Upon cancellation, your subscription will be terminated immediately; however, you will continue to have access to the services and functionality until the end of the current subscription period.

We do not provide refunds for unused portions of the subscription period.

If the primary account does not have sufficient funds to pay the monthly subscription fee, we reserve the right to deduct the subscription fee from secondary accounts. We also reserve the right to suspend your account after 30 calendar days of non-payment of the subscription fee and to terminate your account after 6 months of inactivity.

We reserve the right to terminate both your subscription and your account if we identify any activity that violates anti-money laundering (AML) and counter-terrorist financing (CFT) regulations, or if fraud is detected on your part.

## 9. Trademarks

Our name, the terms "Vbanq", our logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Charism LLC. You must not use such marks without the prior written permission of Charism LLC. All names, logos, product and service names, designs, and slogans on the Website and any Products ("**Marks**") are the trademarks of their respective owners.

Nothing contained in the Website or any Product should be construed as granting any license or right to use any of the Marks for any purpose whatsoever without the written permission of, or entry into the applicable license terms with, the lawful owner. Unauthorized use of the Marks or any information is strictly prohibited and may violate trademark, copyright, or other applicable laws. When printing off, copying, or storing any of our content (which you may do only as permitted by these Terms of Use), you must ensure that any copyright, trademark, or other intellectual property right notices contained in the original content are reproduced.

## 10. Intellectual Property Rights

The Website and any Products and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website and the Products for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website and any Products, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website and any Products.

If you wish to make any use of materials on the Website or in any Products other than those set out in this section, please address your request to [support@vbanq.co](mailto:support@vbanq.co).

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website and any Products in breach of the Terms of Use, your right to use the Website and any Products will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any Products or any content on the Website or any Products is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## 11. Services

We provide the following services per our Terms of Use:

- a) integrated financial services tailored for business operations, including the establishment and management of multicurrency bank accounts and cryptocurrency wallets
- b) seamless execution of transfers using SWIFT, SEPA, ACH, and other payment rails
- c) invoicing in over 10 currencies
- d) currency conversions between fiat currencies and cryptocurrencies
- e) adding funds to your account in fiat currencies and cryptocurrencies

These services are governed by a fully regulated framework, ensuring compliance and reliability, allowing businesses to obtain swift approvals and commence operations promptly.

All services are subject to the terms and conditions outlined in our agreement with you. Some of the services (including or excluding those mentioned above) on the Website can be provided by third-party providers. Such services are provided under other applicable terms of use.

## 12. Prohibited Uses

You may use the Websites and any Product only for lawful purposes and following these Terms of Use. You agree not to use the Websites and any Product:

- In any way that violates any applicable national, regional, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the EU or other countries)
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms of Use
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing)
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites and any Products, or which, as determined by us, may harm the Company or users of the Websites and any Products or expose them to liability.

Additionally, you agree not to:

- republish, redistribute, or re-transmit any data from any of our communications, analytics, and other Products without our permission;
- copy or store any of our Products other than for your personal non-commercial use and as may occur incidentally in the normal course of use of your browser or mobile device;
- store any Products (including pages of a Website) on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Website or the Product;
- remove or change any content of any Product or attempt to circumvent security or interfere with the proper working of the Product or any servers on which it is hosted;
- create links to a Website from any other website, without our prior written consent, although you may link from a website that is owned and operated by you provided that (a) the link is not misleading or deceptive and fairly indicates its destination, (b) you do not state or imply that we endorse you, your website, or any products or services you offer, (c) you do not create any misimpression or confusion among users with respect to sponsorship or affiliation, (d) you link only to the home page of the Website (and you do not frame, replicate or use any of the Marks, including "Charism", "B.Card" or any variation thereof as a metatag), and (e) the linked website does not contain any content that is unlawful, threatening, abusive, libelous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights

of any third party;

- use the Websites or any Products in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites and any Products, including their ability to engage in real-time activities through the Website and any Products;
- use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- create (whether for yourself or someone else) any financial product or service that seeks to match the performance of, or the capital or income value of which is related to, any of our Products or services;
- use any manual process to monitor or copy any material on a Website or for any other unauthorized purpose without our prior written consent.
- use any device, software, or routine that interferes with the proper working of a Website.
- introduce any viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of a Website, the server on which the Websites are stored, or any server, computer, or database connected to any Website.
- attack any Website via a denial-of-service attack or a distributed denial-of-service attack.
- otherwise, attempt to interfere with the proper working of the Website. Except to the extent expressly set out in these Terms of Use, you are not allowed to:
- otherwise, do anything to any of the Products that is not expressly permitted by these Terms of Use.
- You must use the Websites and the Product, and anything available via such, only for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.
- All rights granted to you under these Terms of Use will terminate immediately if you breach or fail to comply with any of these Terms of Use.
- To do anything with the Websites and the Product that is not expressly permitted by these Terms of Use, you will need a separate license from us. Please contact us via [support@vbanq.co](mailto:support@vbanq.co).

### **13. Changes to the Website**

We may update the content on any Website and any Product from time to time, but its content is not necessarily complete or up-to-date. Any of the material on any Website or in any Product may be out of date at any given time, and we are under no obligation to update such material.

#### **14. Information About You and Your Visits to the Websites**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### **15. Confidential Information**

When using a Website or any Products, data may be transmitted over an open network which may allow such communications to be intercepted by third parties. As a result, we cannot guarantee the confidentiality or security of any communication or data that you may transmit to us through the Websites.

#### **16. Online Purchases and Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services, or features of the Websites. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

#### **17. Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

#### **18. Links from the Website**

If a Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

#### **19. Third-Party Services**

Certain features of our Websites and Products may utilize the services and/or products of third-party vendors (such as <https://legal.layer2financial.com/legal/termsofuse/>) and business partners, whose services and/or products may include software, information, data, or other services. Certain of these vendors and business partners require users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. Your uses of such features constitute your agreement to be bound by these additional terms and conditions. These third-party terms are subject to change at such third party's discretion.



## 20. Geographic Restrictions

There are a few jurisdictions that we cannot provide services to. This means that

1. we cannot onboard entities located in these jurisdictions
2. we cannot onboard entities that have UBOs located in these jurisdictions
3. we cannot send or receive funds from these jurisdictions.

The following list is updated regularly based on changing regulatory and partner requirements

- Abkhazia
- Afghanistan
- Albania
- Angola
- Belarus
- Bosnia and Herzegovina
- Burma (Myanmar)
- Burundi
- Central African Republic
- Colombia
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Democratic Republic of the Congo
- Ethiopia
- Eritrea
- Guinea
- Guinea-Bissau
- Haiti
- Iran
- Iraq
- Ivory Coast (Cote D'Ivoire)
- Kosovo
- Lebanon
- Liberia
- Libya
- Macedonia
- Mali
- Myanmar (Burma)
- Nagorno-Karabakh
- Nicaragua
- Northern Cyprus
- Pakistan
- Russia
- Sahrawi Arab Democratic Republic
- Somalia
- Somaliland
- South Ossetia
- South Sudan
- Sudan
- Syria

- Serbia
- Sierra Leone
- Ukraine (Occupied territories)
- Venezuela
- Yemen
- Zimbabwe

## **21. Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY OF THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT. YOUR USE OF ANY OF THE WEBSITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE RELATED TO OR ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT ANY ONE OF OUR WEBSITES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT SUCH WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH SUCH WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **22. Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE,

OR INABILITY TO USE, ANY OF OUR WEBSITES, OR ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (WHICH MAY INCLUDE FRAUD).

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY USE OF YOUR ACCOUNT BY YOU OR BY ANY THIRD PARTY (WHETHER OR NOT AUTHORIZED BY YOU) INCLUDING BUT NOT LIMITED TO CYBER ATTACKS, OR UNAUTHORIZED ACCESS BY ANY THIRD PARTY.

### **23. Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any Websites or any Products, including, but not limited to, any use of any Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from any of the Websites.

### **24. Complaints and Dispute Resolution**

If you have any feedback, questions, or complaints, contact the support service at [support@vbanq.co](mailto:support@vbanq.co).

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant. The support team will consider your complaint. The support team will consider your complaint without prejudice based on the information you have provided and any information provided by Charism. Your complaint will be considered within a reasonable time. The support team will offer to resolve your complaint in the way you requested - you requested; decide to reject your complaint and set out the reasons for the rejection; or offer to resolve your complaint with an alternative solution. You agree to use the complaints procedure of this Section before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

You agree to use the complaints procedure of this Section before filing any claim with a bank in case of stolen cards, duplicate processing, refund, and similar cases. The user has a right to a refund if he/she raises a request within 3 days of purchase. The reason for the request will be considered by our specialists within a reasonable time. Failure to comply with this provision may be used as evidence of your fraudulent conduct, unwillingness to settle the issue, and/or the vexatious nature of the complaint.

## **25. Governing Law and Jurisdiction**

All matters relating to the Websites or any particular Product and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed under the internal laws of Saint Vincent and the Grenadines without giving effect to any choice or conflict of law provision or rule (whether of Saint Vincent and the Grenadines or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website or any Product shall be instituted exclusively in the courts of Saint Vincent and the Grenadines although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, unless the prevailing legislation allows otherwise (and then only to the extent allowed under such prevailing legislation).

## **26. Waiver and Severability**

No waiver of the Company of any term or condition outlined in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **27. Entire Agreement**

The Terms of Use, our Privacy Policy, and other terms of conditions constitute the sole and entire agreement between you and us to the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Websites.

## **28. Your Comments and Concerns**

The Website is operated by the Company. All other feedback, comments, requests for technical support, and other communications relating to the Websites should be directed to: [support@vbanq.co](mailto:support@vbanq.co).