

## THE SERVICE TERMS OF CAPEX.MN DIGITAL STOCK EXCHANGE

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The terms of this service govern the relationship between “DataLand Technology” LLC (hereinafter referred to as the service provider) from one hand and the consumer (hereinafter referred to as the “consumer”) on the other hand for the provision of digital exchange services.

After you have read this agreement and made a “Acceptance” confirmation, you will be eligible to receive the relevant services of CAPEX.mn digital stock exchange.

### One. Definition of terms

1.1. Capex.mn digital stock exchange - an electronic system designed to ensure the fulfillment of orders for the sale and purchase of virtual assets of traders;

1.2. Trading - a transaction in which virtual assets are traded in cash, cash is traded in virtual assets, and virtual assets are traded in virtual assets on a digital stock exchange;

1.3. User account - a unique account created in the digital stock exchange system by accepting the terms of service;

1.4. “Virtual assets” means the official currency of any country, the digital form of bonds (securities),

or the payment which is possible to digitally transferred and traded, other than electronic money approved by the Bank of Mongolia, or intangible assets with a digital expression of value used for investment purposes;

1.5. Service fee - the fee specified in the Terms of Service approved by “DataLand Technology” LLC;

1.6 Electronic wallet - an electronic account with a unique ID number containing user information, customer Cash, Virtual asset balance, and transaction information on the digital stock exchange;

### Two. Statement of responsibility

2.1. Virtual assets are not legal currency and not approved by the Government, the Central Bank, or the Financial Regulatory Commission.

2.2. Virtual assets are not covered by deposit insurance or any insurance to protect securities investors.

2.3. The service provider provides only digital exchange services and is not obliged to provide advice on trading, taxation and legal issues related to Virtual Assets.

2.4. The customer is obliged to read and study the Financial Regulatory Commission and other necessary recommendations of the Bank of Mongolia.



- 2.5. The service provider shall not be liable for any consequences arising from the customer's participation in the transaction.
- 2.6. The service provider shall not be liable for any risk of loss of login name due to the user leaving his / her account unlocked (logout) or reminding the logging device.
- 2.7. The user is obliged not to disclose his / her personal information to others.
- 2.8. The Service provider is obliged not to issue a guarantee on all matters related to the transaction.
- 2.9. The Service provider reserves the right to amend this terms of service at any time and to post the updated Terms of Service on **capex.tpLeagtz** / and change the date of the last update.
- 2.10. If Capex.mn continues to use the exchange's digital assets after the customer has posted the updated terms of service in the system or informed the users, they will be considered accepted.

### **Three. Create a user account**

- 3.1. In order to access the **Capex.tp** digital stock exchange system and use the service, the user needs to fill in the following information correctly and create his / her account and e-wallet.
  - a. Your name,
  - b. Registration number
  - c. Phone number
  - d. Email address
  - e. Others;
- 3.2. Update the above information if it has changed since the initial registration or notify the service provider;
- 3.3. If there is a suspicion that someone else has registered on your behalf, notify the service provider and have it checked;
- 3.4. Inform the service provider if there are any security breaches or similar suspicions related to the operation of the digital stock exchange during the registration process;
- 3.5. Users need to register the e-mail they actively use to create an account, and any information and notifications related to the service will be sent to the registered e-mail. .
- 3.6. The user is responsible for the security of his / her user account and e-wallet.

### **Four. Income and expenses on digital stock exchange**

- 4.1 Users trade all types of authorized virtual assets on the digital stock exchange through their accounts and e-wallets.
- 4.2. Users can recharge their e-wallets with money only in MNT



and if made in other currencies, it is converted into the exchange rate of the bank making the customer's transfer.

4.3. When making income and expenses, due to the bank when registered the customer's current account and blockchain network fees and speeds, the transfer may take longer than the normal average transfer time, or due to incorrect information or lack of transfer fees.

4.4. In case of incorrectly entered the virtual asset transfer address, and made the transaction, in this case

the service provider is not responsible for the transfer.

4.5. Even if a customer requests the destruction of their income, expense, and trading history, the history will not be removed from the digital stock exchange system to protect the interests of other users.

4.6. In case the customer enters the trade rate and quantity incorrectly and the order is fulfilled then

the transaction cannot be undone.

4.7. Even if a customer requests the destruction of their income, expense, and trading history, the history will not be removed from the digital stock exchange system to protect the interests of other users.

#### **Five. Prohibition or restriction by the user**

5.1. Consumers are prohibited from illegally using the activities of the digital stock exchange, such as money laundering, fraud, information collateral, and terrorist financing;

5.2. Users may not be able to temporarily close or re-use their account if they are found to have intentionally entered or attempted to enter their personal information, disseminated obviously false information to the public, acted in a way that endangered the digital stock exchange, or manipulated the exchange rate. where the right to destroy or perform certain actions;

5.3. Users are not allowed to transfer or sell the account they created to others.

#### **Six. Legislative liability**

6.1. The consumer complies with the laws in force in Mongolia responsible for compliance.

6.2. The consumer is obliged to independently resolve the fees and charges specified in the tax law and other relevant legislation related to the participation in the transaction.

6.3. The service provider shall be obliged to provide the necessary information on the source of funds invested in the consumer's trade by the competent authority or, if necessary, on the consumer's information.

#### **Seven. Termination of service**



7.1. In the event that the customer requests the termination of the terms of service, the service provider may block all or part of the user's rights.

7.2. The user can send an expiration request to support@dataland.mn.

7.3. When submitting a request to close all rights, the customer's canceled order can be canceled and the canceled order cannot be canceled.

### **Eight. Security policy**

8.1. The service provider may provide customer information to third parties based on the decision of the competent authority in accordance with the privacy policy.

8.2. Information transmitted over an Internet-based network (e-mail address, public e-platform) cannot be secure, and the service provider is not responsible if it is lost during the transfer.

8.3. Privacy policy is an integral part of the terms of service.

### **Nine. Fees**

9.1. The Customer agrees to pay the fees and charges related to the services received from the digital stock exchange in accordance with the terms of service approved by Dataland Technology and agrees to be fully acquainted with the terms of service. "Dataland" LLC shall publish in the system any changes in the terms of the service fee, and the terms of the service fee shall come into force one business day after the publication of such information.

9.2. In any case, the customer has the right to deduct the relevant fees and charges from the customer's wallet in accordance with the terms of the service fee.

9.3. For each transaction made by the consumer on the digital stock exchange, the trading fee is allowed to be paid at the rate specified in the terms of service fee.

9.4. In connection with certain special services provided by the digital stock exchange or through the system, some third party services may be set to be paid in Virtual assets instead of cash, in which case customer will pay the service fee with the corresponding Virtual assets. The virtual asset fee is an integral part of the terms of service and if you do not pay the fee, Dataland LLC and the third party which are providing the service have the right to refuse to provide the service to you.

9.5. You will be responsible for paying any taxes and fees that you are required to pay in accordance with the laws of Mongolia arising from the trading income. We are not obliged to deduct any taxes or fees other than those specified herein, and we will not be liable for any obligations related to your taxes, fees and charges.

### **Ten. Feedback**

10.1 Customers can contact support@dataland.mn by e-mail if they have any suggestions.

