

# Abstract

This abstract presents a synthetic and condensed form of the General Terms and Conditions governing the use of CashSentinel service, intended to simplify the reading of its content. The General Terms and Conditions start at the article 1 and are considered the reference in the event of discrepancies or vagueness in this abstract.

CashSentinel is a company dedicated to providing an escrow and payment service through mobile telephones. This service aims to help private individuals avoid having to travel while carrying significant amounts of cash, typically when purchasing/selling pre-owned vehicles. Furthermore, in the event of any disagreement subsequent to the transaction, CashSentinel provides the parties with arbitration services through an impartial professional mediator.

CashSentinel makes tremendous efforts to ensure that the service is available 24/7; nevertheless, this is not guaranteed. It may happen that the service is temporarily unavailable due to a third party's shortcoming, (for example, mobile operators), scheduled maintenance (indicated in advance on the website and by e-mail to active clients), or perhaps even exceptional circumstances.

CashSentinel commits to treating your personal information as confidential and shall not disclose them to third parties, with the exception of CashSentinel's partners and providers when necessary for the provision of the services and the fulfilment of its contractual obligations.

When you fund an escrow account with CashSentinel, you proceed by transferring an amount from your main bank to a CashSentinel account at Swissquote Bank SA, CashSentinel's partner bank. These funds held in escrow are placed in an account exclusively set up and used for the escrow assets of CashSentinel clients at Swissquote Bank SA, and remain separate from CashSentinel assets.

If you have an amount held in escrow with CashSentinel, but have not proceeded to the purchase (for example if the vehicle was not convenient), we shall automatically transfer your funds back after a period of ten working days. You will not incur any expenses.

You may also ask to recover your funds directly on the website, at any time prior to the automatic refund and without incurring any expenses.

Each year, on the 31<sup>st</sup> of December, you should not have more than 25,000 CHF on deposit at CashSentinel. If your deposit funds are higher than this amount, they will be automatically sent back to you a couple of days before the 31<sup>st</sup> of December.

In all cases, CashSentinel will reimburse your funds directly to your source account (the one you have used to perform the escrow funding). You may not ask to have the escrowed funds transferred to another account or to a third party's account.

A purchase becomes irrevocable once you have confirmed it. CashSentinel commits to transferring the sums due to the parties within a maximum period of three working days. CashSentinel will pay the amount due to the Seller, deduct the CashSentinel transaction fees, and reimburse the remaining balance to your account.

The confirmation of your transaction will result in the deduction of the fees, which are specific to your transaction and identified according to the fees table available on our Internet website under the section "More Information – Costs".

CashSentinel does not propose any credit options. You must place in escrow the maximum amount that you will be paying to your counterpart for the vehicle, plus the amount of the fees corresponding to your particular transaction. CashSentinel shall reject any transaction where your balance does not cover the total amount of the transaction plus the fees.

CashSentinel does not assume any liability and does not offer any warranty as to the condition of the vehicle obtained through the transaction. Latent defects and hidden flaws are the sole responsibility of the Seller, and it is the task of the Buyer to ensure that the vehicle corresponds to its description.

However, as it is the aim of CashSentinel to ensure the utmost level of trust in the transactions carried out through its service, an arbitration process is included and may be requested by either the Buyer or the Seller within three (3) months of the date of transaction. The purpose of such arbitration service is to resolve any discrepancy between the contract and the actual item that is sold. The foregoing also applies to any commitment the Buyer may have made to the Seller.

In Switzerland, this arbitration service is administered by our partner Protekta Assurance de Protection Juridique, S.A.

With the sole aim of assisting you in mind, CashSentinel provides you, on its website, with recommendations on the way forward during a purchase. However, you must verify the compliance of the procedure with the vehicle services of your place of residence and your insurance.

CashSentinel guarantees the security of the completed transactions. This security relies on the technical soundness of the platform and the systems employed by CashSentinel as well as on the identity authentication procedures of the parties involved in the transaction. Once you comply with certain elemental rules of security, these procedures are operational. They are listed under the section "More Information – Safety" on the Internet website.

In the event of non-observance of these safety rules, CashSentinel shall not be held liable for the conclusion of a fraudulent transaction on your account.

To conclude, CashSentinel proposes to the Buyers the option to formulate an opinion and to attribute a feedback note regarding the Seller, which describes their experience throughout the transaction.

As a professional vendor, you agree that this information may be shared with third parties and made public on our Internet website or our partner websites. You are granted the right of reply.

As a private seller, you consent that CashSentinel will collect this information, use it for statistical purposes, and present it anonymously on our Internet website.

## General Terms and Conditions of CashSentinel

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## **1 Introduction**

The present terms and conditions of use contain fifteen articles. You may access articles directly by selecting the appropriate link above. The titles and subtitles are provided above strictly for convenience of reference, and shall not in any event restrict the scope of application of the corresponding articles.

Signing up for the service and accepting the present terms and conditions of use form a binding contract between you and CashSentinel SA (named hereinafter “CashSentinel”) and apply to your use of the service. Any modification specified and described in a communication and already published on the page "General Terms and Conditions of Use" of the CashSentinel website when you signed up for the service is an integral part of the present contract and shall take effect in accordance with the conditions stipulated in the update. This contract, in addition to the set of legal terms and communications required and relevant to your use of CashSentinel services, shall be available to you at any time through the CashSentinel website (usually on the page “General Terms and Conditions of Use”). This information can also be sent to you or posted on particular pages of the CashSentinel website or anywhere that may seem convenient, in regards to your use of the CashSentinel service.

A description of the main characteristics of the CashSentinel service is provided in the section “More information” on the CashSentinel website.

During your signing up process at CashSentinel, you state to have read and accepted the entirety of the terms appearing in the present contract (including the updates indicated above). This contract is provided to you and concluded in English; however the legal reference is the French version. In case of differences between the English and the French version, the French version is the reference. You may save or print the present contract for your personal archives.

## **2 Key principles of the CashSentinel service**

CashSentinel explains to you the operation of the CashSentinel service and your obligations of due diligence during its use. You must take this information and your obligations into account.

You are required, at all times, to understand and comply with the laws, regulations and provisions of your particular jurisdiction which may be applicable to your use of CashSentinel service, including in particular those relevant to import and export, as well as those relative to taxes and transactions made in foreign currency.

By using CashSentinel, to the extent and as long as it is reasonably necessary, you accept that we may block, suspend or limit your access to your account and to our service and/or limit your access to your funds in order to prevent money laundering or criminal activities in the event of litigation (see article 13) or in the event of a violation of the present contract, including the authorised use of CashSentinel, as laid out in article 9.1.

CashSentinel may retain funds in an attempt to limit the risks, particularly in the following circumstances:

- Litigation proceedings initiated by the counterparty after the transaction is completed;
- Freezing proceedings requested by CashSentinel's partner bank or by a competent authority (such as FINMA);
- Improper use and measures taken by CashSentinel (see article 9.1 and 10).

### **3 Your relationship with CashSentinel**

CashSentinel has its registered office located in Lausanne and is recognised as a financial intermediary providing a payment system as per the meaning included in article 2 para. 1(i) National Bank Regulations (OBN). CashSentinel is subject to mentoring by the self-regulation body PolyReg, in accordance with the anti-money laundering legislation (AML) for financial intermediaries.

The principal activity of CashSentinel is the consignment of funds held in escrow with the purpose of settling a transaction scheduled between two parties.

The main characteristics of the CashSentinel service are described on the CashSentinel website.

The service is limited to being an escrow service within the framework of an upcoming transaction and shall not be considered an investment or a deposit service. CashSentinel enables you to send payment to third parties and to receive incoming payment from third parties.

Through this contract, CashSentinel requires its clients to use its services to the intended purposes, specifically transactions relating to vehicles. CashSentinel cannot express an opinion regarding vehicles paid for through its service and shall not be held liable in that regard. The Seller is the only responsible party.

However, in order to resolve any possible dispute, the service includes an arbitration process. This service may be requested by either the Buyer or the Seller during the three (3) months following the transaction.

Swissquote Bank SA, CashSentinel's Bank Partner, provide services which enables CashSentinel to operate its business. This contract does not confer any rights to

CashSentinel's customers towards Swissquote Bank SA.

#### **3.1 Privacy statement**

CashSentinel collects information concerning you with the sole purpose of offering and of using the service while complying with the law and respecting your privacy.

We commit not to sell or rent your personal information to third parties for promotional purposes without your express permission.

The confidentiality of your data is paramount to CashSentinel. Your data is stored on our servers in Switzerland. Some of your data are shared with CashSentinel partners for the sole purpose of operating the service and in full compliance with the law.

The data contained in the various messages that we address to you through non-encrypted channels such as SMS or emails are also accessible to the carrier companies, such as the telephone operators and Internet mail relay services.

Your banking information (IBAN and BIC code, name of your bank) is not shared with third parties (to the exception of Swissquote Bank SA for the sole purpose of processing incoming and outgoing payment orders).

On the other hand, CashSentinel reserves the right to disclose your data, including your banking data, to the police, the FINMA, or any other authority, within the context of fraud and crime prevention. This may occur based on an order by the competent authorities or CashSentinel's own initiative if events suggest fraudulent activities or criminal premeditated activities.

In accordance with its legal obligations, CashSentinel may not necessarily inform you in such case.



### **3.2 Intellectual property**

The URLs, the layout, the contents of the CashSentinel website, the name “CashSentinel” as well as our logos and slogans are under copyright protection and/or constitute trademarks of CashSentinel. Moreover, all of the page headings, personalised images, button icons and scripts either are protected by the reproduction rights of CashSentinel or constitute service marks, brands and/or the visual identity of CashSentinel. You may not copy, imitate, modify, or use them without our prior written consent. You may use logos provided by CashSentinel without our prior written consent to direct your visitors towards our service. You may not alter, modify, or change these logos under any circumstance, and you may not use them in a manner that depreciates CashSentinel or its service, or post them in a manner implying that you profit from the support or the approval of CashSentinel.

### **3.3 Debt assignment and assumption**

You may not assign any right or obligation under the present contract without the prior written consent of CashSentinel. You are not authorised to transfer your account to a third party. CashSentinel reserves the right to concede the present contract or any right or obligation under the present contract. In such case, CashSentinel will notify you 30 days prior to such an event. Should there be disagreement with the assumption/assignment of the debt, you may close your account at any time before the assignment, as stated in the article 8.

### **3.4 Notifications addressed to you**

We will communicate with you in English, French, or German depending on the availability of our teams. When it is possible, we will consider it a priority to interact with

you in the language you have set as the default language for your account. You consent that CashSentinel may address you a notification or any other information by publishing it on the section “my account” of the CashSentinel site, by sending it to the email or the postal address indicated at the time of your registration, by calling you on the telephone or by sending an SMS to you. With the exception of notifications related to the modifications made to the present contract, we will consider that you will have received any notification that we will have addressed to you in the 24 hours following its publication on the CashSentinel site or its sending by email and SMS. Notifications sent by postal services are considered received when CashSentinel has sent them to the last known address.

### **3.5 Messages addressed to CashSentinel**

You can communicate with CashSentinel by telephone or email, at the contact information that is available on the “Help” page of our Internet website.

In the case of persisting disagreement, any message sent to CashSentinel under this present contract, should be addressed by postal services to its head office. CashSentinel SA, Avenue de Tivoli 19 bis, 1007 Lausanne.

### **3.6 Transaction history**

You can access the details of your bank transactions and your completed payments as well as other information specific to the transaction history of your account, and you can consult your outstanding balance by connecting to the section “my account” of the CashSentinel website, or via the smartphone application. CashSentinel does not send any statement of activity by postal services; these are exclusively available via the website or the dedicated applications.

The access to this information may be blocked if CashSentinel has suspended your account due to an investigation or suspicion of fraud. This suspension shall be lifted as soon as its causes cease to exist.

### **3.7 Modification of the present contract**

CashSentinel may modify this contract for the use of the service (hereafter referred to as “**modification**”) at any moment by notifying you of the previously mentioned modification. Except in an emergency, the modifications shall be announced beforehand through the publication of a modified version of the present contract on the CashSentinel website or by another suitable means, which will notify you of the date it shall come into effect. Modifications shall be considered accepted in the event you do not terminate the contractual relationship within one month. However, it is generally held that this notice shall not apply if the modification relates to the addition of a new service, of a new functionality to the existing service or to any other change that we reasonably consider does not decrease your rights nor increases your responsibilities. In this case, the modification will be carried out without no preliminary notification being addressed to you and will be immediately applicable.

In case you do not consent to a certain modification, you need to close your account. If you do not express your refusal of the modification by closing your account during the notice period, you will be deemed to have accepted it.

## **4 Types of account and eligibility**

### **4.1 Accounts for individuals**

CashSentinel allows individuals to use the service for the purpose of buying or selling (a) vehicle(s) to other individuals or professionals.

In order to be eligible for the use of our service, you must (i) be a resident of a country listed on the page “More information–Countries” of our website; (ii) have full legal capacity to conclude a contract and (iii) be at least 18 years. Moreover, when you register an account, you declare that you do not act on behalf or for the benefit of another natural or legal person. To infringe on this article represents a serious violation and may be punishable by law.

### **4.2 Accounts for professionals**

CashSentinel allows the professional companies aiming to purchase/sell pre-owned vehicles to use the service to sell vehicles to private individuals or other professionals.

In order to be eligible for the use of our service, the company must (i) be governed by the laws of a country listed on the page “More information – Countries” of our Internet website; (ii) be registered by a representative of the company whose name appears in the Trade Registry. In this particular case, you may open the aforementioned account on behalf and under the direction of the company employing you.

### **4.3 Sellers working on behalf of a professional (proxy)**

CashSentinel allows individuals employed by or acting under contract for professional companies that aim at purchasing/selling pre-owned vehicles to use the service.

In order to be eligible for the use of our service, the person must be employed or under legally valid contract written by a professional governed by the laws of a country listed on the page “More information–Countries” of our Internet website.

The rights and the obligations deriving from the purchase or sale made in the name of the professional entity by an authorised

representative pass to represented professional entity. In this case, the person is acting as an authorised representative of the professional entity. The professional shall provide to CashSentinel a list of its authorised representatives and any update deemed necessary. CashSentinel may require additional supporting documents.

Once the proxy is recognised and set up by CashSentinel, the proceeds of the vehicle sale are deposited automatically in the account of the represented professional entity. The proxy is legally binding until it is cancelled or until the professional entity is bankrupt.

Information regarding the transactions performed by the representative (particularly the names of counterparties and the amounts for the purchases and the sales) are placed at the disposal of the professional entity. The representative may only have access to information related to the transactions he has performed.

## **5 Funding an escrow on your account**

### **5.1 Bank transfer to fund an escrow in your CashSentinel account**

A "bank transfer to fund an escrow in your CashSentinel account" is a payment through which you ask your bank to perform a monetary transfer from your bank account to the CashSentinel account.

Your funds are placed in an account exclusively set up and used for the escrow assets of CashSentinel clients at the CashSentinel partner bank, are declared as owned by CashSentinel users at the CashSentinel partner bank and remain separate from CashSentinel assets.

If a revocation deadline (cancellation) for the payment of your escrow is applicable in your country, CashSentinel will not credit the funds received from your bank on your CashSentinel

account until the end of the period when a cancellation is possible.

CashSentinel only allows escrows incoming from a bank that is established in one of the countries listed on the page "More information–Countries" of our Internet website.

In addition, CashSentinel only allows escrows incoming from a bank account that belongs to you, namely that the account name at the bank corresponds to the name you declared when you registered your CashSentinel account.

Bank accounts incoming from a joint account, when you are one of the two recipients to the account name, is also allowed.

You must not fund your CashSentinel account from a bank account which is not yours (your name does not appear in the account name at the bank), or which is not established at the address that you have declared to CashSentinel.

In such a case, CashSentinel will reject your escrow and the funds will be returned to you.

At the time of such a procedure, CashSentinel carries out a compliance verification to prevent criminal activities, which can entail a delay or another consequence, as indicated in the article 5.2.

### **5.2 Verification of your escrow bank transfer**

The verification of your escrow bank transfer is the procedure through which CashSentinel authenticates the origin of your funds.

CashSentinel has a legal bound to perform a verification of the individuals who use the service, as well as the origin and the destination of the funds.

In this context, when one of the criteria used by CashSentinel to detect an increased risk of criminal activity is met, CashSentinel carries out thorough verifications and applies the procedures according to the laws effective in

your country against money laundering and/or criminal activities. In Switzerland, the law in question is the federal law of October 10, 1997 on money laundering (LBA; RS 955.0) and of the Swiss Criminal code (RS 311.0).

If, during the verification, CashSentinel identifies a risk, CashSentinel may be required to notify the competent authorities about certain information concerning you and/or your transactions. The competent authorities will take the appropriate decisions regarding your funds and the involved users.

The verification procedure does not constitute verification or evaluation by CashSentinel of the commercial transactions, the moral standard, or the reputation of one party to the transaction, and shall not be interpreted as a sign of disrespect to any person whatsoever.

### **5.3 Execution of your payment orders by CashSentinel**

Subject to the terms set in the present contract (and your respect of the aforementioned terms), you accept that we execute any payment order that you may have passed via our service and immediately credit the CashSentinel account of your counterparty.

The transfer of funds shall be irrevocable once the CashSentinel system has received your order of payment. You may not revoke it or by any other means withdraw your consent regarding the execution of the payment transaction.

“Order of payment that you would have passed” is used to indicate the conclusion of the transaction via the mobile system made available by CashSentinel. The process involves three steps for the Buyer and two steps for the Seller. These different steps are designed to help you understand the characteristics of the proposed transactions, whether buying or selling.

These steps inevitably require an action on your part; in the case of purchase, a “secret word” of which you were personally notified at the time of your registration.

Whether buying or selling, the execution of these steps represents a valid consent aiming to authorise the order of payment. The consent is considered validly granted when you send your secret word to a Buyer, and when you share your key with a Buyer then send his key to the Seller. These steps are executable exclusively through the mobile phone number that you entered during your registration process.

### **5.4 Duration of the escrow**

CashSentinel allows you to keep your funds in escrow for a maximum period of ten working days. Beyond this period, CashSentinel will reimburse your funds automatically according to the provisions of article 7.

### **5.5 Changing of year**

Each year, on the 31<sup>st</sup> of December, you should not have more than CHF 25'000 CHF on deposit. If a higher amount is on deposit on your account, CashSentinel will automatically sent back your funds, according to the article 7, on the 31<sup>st</sup> of December or a few days earlier.

### **5.6 Interest**

CashSentinel is an escrow service and shall be used under no circumstances for savings or deposits. You will not receive any interests or any revenues from the funds held in escrow with CashSentinel.

### **5.7 Escrow and currency**

You must only send money to CashSentinel in the official currency of your country. In the event your transfer was carried out from an account with a different currency, conversion rates are applicable by our partner bank. These expenses will be charged to your

account and will not be reimbursed to you, even if you do not finalise the transaction. Additional fees may be collected by your bank when the reimbursed amount is paid.

The exchange rate is applied immediately when the funds are put in escrow as per the rates posted by our partner bank.

### **5.8 Taxes**

When required, it is your responsibilities to determine which taxes apply to the payments sent or received, and to collect, declare and pay the appropriate taxes to the corresponding tax authorities. CashSentinel is in no instance responsible for determining, collecting, declaring, or paying taxes associated to a transaction.

## **6 Fees, balance and information relating to the transactions**

### **6.1 Fees**

CashSentinel does not charge any fees for opening and closing accounts. CashSentinel does not charge Buyers any fees for holding a sum in escrow if they have not completed the transaction.

CashSentinel charges Buyers a fee only in case they finalise a transaction. No fees are charged to the Seller.

Fees are posted on our Internet website under the section "More information - Prices".

CashSentinel may offer new services or additional and/or optional benefits in the future. These will be clearly indicated on the Internet website of CashSentinel, including their prices.

### **6.2 Balance and information relating to the transactions**

You may check your balance and information pertinent to your transactions by connecting to your account. The history is only updated

and made available when your account is detected as active. CashSentinel reserves the right to charge fees for the supply of additional information or the supply of the history of transactions and other information relating to a commission in another form. CashSentinel shall ensure that the details of each transaction can be consulted online for a period of at least 24 months starting from the date of the initial availability.

### **6.3 Sums owed to CashSentinel and netting of balances**

For all its claims arising from commercial transactions with the customer, whatever their expiry or their currency shall be, CashSentinel has the right to call upon compensation and the right of lien on all the values that it holds in escrow or that it holds in escrow with a third party on behalf of the customer. The right of lien shall take effect along with the claim. Once the client has received a formal notice, CashSentinel is entitled to enforce the assets by bringing legal proceedings or by mutual agreement. Insofar as CashSentinel realises escrow values, it is bound to conduct a recount and must return to the client any resulting surplus.

## **7 Reimbursement of escrow funds**

### **7.1 Reimbursement transfer to your bank account**

A "reimbursement transfer to your bank account" is a payment for which CashSentinel credits to your bank account:

- Funds leftover in your escrow account because there was no transaction. In this case CashSentinel returns all the funds placed in escrow – excepting potential foreign exchange fees, as explained in article 5.7.

- Funds leftover after a transaction, if funds remain in your account after deduction of the transaction amount and the CashSentinel service fee.
- Funds credited by CashSentinel if you are the beneficiary of a transaction from another user.

### **7.2 Reimbursement trigger**

CashSentinel shall only maintain your funds for a limited period (see article 5.4).

In the absence of a transaction during this time, CashSentinel shall return your funds automatically to the account that has transferred the funds initially to the escrow.

When you complete a transaction, CashSentinel returns automatically the remaining funds after having deducted the amount of the transaction as well as the CashSentinel service fees, without waiting for the duration of the escrow to expire.

When your CashSentinel is credited after a sale transaction, CashSentinel automatically generates a payment for the benefit of your bank account without waiting for the duration of the escrow to expire.

When you place funds in escrow, you may ask for an early reimbursement at any time through our Internet website.

### **7.3 Disbursement period**

Any reimbursement payment automatically generated by CashSentinel or that you may have requested through our website, whether a transaction is completed or not, must be allowed a theoretical maximum disbursement period of three working days before the sums appear in your bank account.

In some exceptional cases, CashSentinel may lengthen this period with the aim of carrying out lawful verifications pertaining to the prevention of criminal activities; this may involve a delay or other consequences, as indicated in article 5.2.

### **7.4 Request for an extension of the escrow period**

CashSentinel will not permit an extension of the period mentioned in article 5.4. However, you have the possibility to open a new escrow at any moment.

An exception may be granted with the sale of a vehicle. CashSentinel then generates an order of payment automatically for the funds resulting from the sale; it is then possible for you to ask that these funds be maintained with CashSentinel for purchasing a vehicle shortly after having carried out your sale.

### **7.5 Destination account for the funds**

When funds received from your bank account are placed in escrow, CashSentinel automatically registers the details of the account you used to perform the escrow operation.

CashSentinel uses the details of your account later automatically for every bank transfer that concerns you.

When you sign up for the service, you are offered to enter your bank details for the case where the first transaction you perform is a sale. In that case, these details shall be used for any bank transfer that concerns you.

Barring exceptional circumstances, CashSentinel shall not allow you to modify your bank details.

You agree to communicate to CashSentinel exclusively the details of bank accounts that belong to you. By “belong to you”, it is understood that you are the beneficiary to the account registered with the bank.

You must not provide account details of a bank account that is not yours (your name does not appear in the account name at the bank), or which is not established at the address that you have declared to CashSentinel.

In that case, CashSentinel will not be able to perform the disbursement. You will be asked for new bank details.

At the time of such a procedure, CashSentinel carries out a compliance verification to prevent criminal activities, which can entail a delay or another consequence, as indicated in the article 5.2.

## **8 Duration of the contract and the closing of your account**

### **8.1 Duration of the contract and the procedure for closing your account**

The present contract is effective from the moment you successfully open an account with CashSentinel; it shall remain effective until it is terminated, irrespective of the reason. Subject to having fulfilled your obligations established in accordance with this contract, you may close your account and terminate the contract at any time. CashSentinel will transfer to you any remaining balance before finalising the closure of your account.

There are no account closing fees.

Although you may close your account at any moment without owing any fees, please note that after your termination of this contract, you shall remain liable to CashSentinel for any obligation born before the termination of this contract.

### **8.2 Limitations related to the closing of your account**

You may not close your CashSentinel account to evade any verification related to problems of transaction legality and the prevention of criminal activities.

If such a case occurs, and in spite of your request for closing of the account, CashSentinel shall continue the procedures in progress according to its legal obligations.

You shall then continue to fulfil the obligations related to your CashSentinel account, even after requesting its closing.

## **9 Your responsibilities**

### **9.1 Use of the CashSentinel service**

CashSentinel offers a service, which is studied specifically to facilitate transactions related to vehicles. By using the CashSentinel service, you agree not to:

- a. Use the service to violate an applicable law or the rules of this contract, any law whatsoever, any contract or any regulation (i.e. those governing financial services, and in particular the fight against criminal activities, consumer protection, unfair competition, non-discrimination or misleading publicity);
- b. Use the service to carry out transactions of any goods other than vehicles;
- c. Attempt to use the CashSentinel service to conduct a transaction with individuals who reside in a country that is not supported by CashSentinel;
- d. Provide false, inaccurate or misleading information; refuse to cooperate within the framework of an investigation or to provide a confirmation of your identity or of any other provided information;
- e. Use a proxy to ensure your anonymity;
- f. Handle your business or use the service in a manner that generates or is likely to generate disputes, complaints, cancellations, oppositions, expenses, fines, penalties and other liabilities for CashSentinel, for a user, for a third or upon yourself;

- g. Use your account or the service in a manner that CashSentinel or our bank partner and/or the payment processing company deems reasonably abusive;
- h. Undertake activities which pose or may pose a risk of credit or fraud, a sudden increase, an important level or an otherwise prejudicial level of exposure (as may be reasonable for CashSentinel to believe on the basis of available information);
- i. Reveal or distribute another user's information to any third party, or use this information for marketing purposes without having received the express assent of the user to do so;
- j. Undertake an action that would unreasonably or disproportionately burden our infrastructure;
- k. Transmit viruses, Trojan horses, worms or any other data-processing program able to damage, obstruct, intercept surreptitiously or expropriate any system, data or other personal information;
- l. Use a robot, a spider, or another automatic device or manual procedure allowing to control or copy our site without our prior written authorisation;
- m. Use any device, software or program which allows to divert or interfere with our site or service ("hacking");
- n. Copy, reproduce, communicate to a third party, alter, modify, create works derived from, or post in a public way any content of the CashSentinel website without our written assent;
- o. Take any action that may cause us to lose one of the services provided by our Internet service providers, our payment processing companies or any other suppliers;
- p. Neglect to comply with your duty of care obligations under article 9.3. We shall not be responsible for the fraudulent use of your CashSentinel account by any person other than yourself, resulting from the non-observance of the safety regulations;
- q. Allow that your use of the service entails for CashSentinel a risk of nonconformity with the obligations that CashSentinel has in regards to the fight against criminal activities, the fight against the financing of terrorist activities or any other similar legal obligation.

This list of activities is not exhaustive. Generally, any activity whose goal is not the use of the service by you, with your own funds for the purchase or sale of a vehicle that is rightfully yours or that is owned rightfully by the salesperson is proscribed. The non-observance of this clause may give rise to criminal proceedings initiated by CashSentinel, third parties involved and/or victims of prejudice, or the authorities concerned, depending on the gravity and the damage resulting from your non-observance of this clause.

## 9.2 Registration and declarations

CashSentinel reserves the right to confiscate the funds put in escrow and to initiate proceedings as per its legal obligations and beyond in the event of misrepresentation, of falsified documents, of attempt at fraud, of swindle, of money laundering attempts or in case the service is used for criminal activities.

You are responsible in particular for:

- A. The information you declare to CashSentinel at the time of



registration, in particular your name, home address and date of birth. You commit to declaring honestly this information concerning you during the registration process;

- B. A copy of the identity document provided at the time of the registration. You commit to transmitting to CashSentinel a copy or a photograph of the valid identity document in your possession, and which is not altered nor falsified;
- C. The mobile telephone number that you enter during the registration process. You commit to enter only the number which is personally assigned to you by the telephone operator that concedes it;
- D. Only putting funds that belong to you in escrow with CashSentinel, transferred from an account that belongs to you;
- E. Purchases and transactions performed through the service.

### 9.3 Duty of care to ensure the safety of your CashSentinel account

The safety of your CashSentinel account and transactions rests on the following elements:

- **Your password.** It is used to access the website as well as to open the smartphone application. It does not enable the conclusion of the transactions.
- **Your secret word.** It is specific to a purchase. It is provided to you by e-mail (1<sup>st</sup> transaction) or online (later transactions). It is destined for a single use and enables you to finalise a purchase by SMS or within the application.
- **Your verification numbers.** Each number is specific to a sale. They are provided through postal courier

services. They are destined for a single use and enable you to verify the authenticity of the sale confirmation sent to you by CashSentinel during an SMS sale.

You are required to comply with the following Duty of Care regulations in order to preserve the safety of your account:

- a. Never write your password or secret word in a manner which can be understood by another individual;
- b. Do not choose a password consisting of a succession of letters or numbers that are easy to guess;
- c. Do not authorise anyone to gain access or use your secret word specific to a transaction;
- d. Do not save the document that you receive by mail containing your secret word, on your mobile telephone;
- e. Immediately declare to CashSentinel the loss or the misplacement of the mobile telephone linked to your account;
- f. Immediately declare to CashSentinel any suspicion that your password, transaction secret word or verification numbers have been compromised;
- g. Never communicate your password, your secret word or your verification numbers by telephone or by writing; CashSentinel never requests this information from you by telephone, by email, on the Internet or by written mail;
- h. Check that the SMS you receive in the name of CashSentinel comes from the number which is communicated to you by CashSentinel;
- i. Do not send any SMS regarding your transactions except to the number communicated to you by CashSentinel;

- j. Protect yourself from phishing attacks that lead to fraud by following the recommendations suggested on our Internet site, under the section “More information - Safety”.

#### **9.4 Report any non-authorized transaction before 24 hours**

Any transaction conducted from your account is reported by e-mail to the address you submitted and with an SMS sent to the telephone number that you submitted. In addition, they are constantly visible under the section “my account” on our website, and in your smartphone application. You may also view your last transactions via SMS, by sending “LAST” to our SMS number.

When you place a sum in escrow with the purpose of carrying out a purchase, you agree to monitor actively and at least once per day your email account and the SMS received on the mobile telephone you specified as yours for the duration of the escrow.

When you receive one of these two elements and in the absence of different provisions in the law, CashSentinel shall grant you a period of 24 hours to report an anomaly or a transaction that you do not recognise as your own.

Reporting an anomaly or a transaction that you do not recognise as your own is done through the customer service, which is available during working hours posted on the “Help” page of our website.

Customer Service will respond appropriately and guide you through the next stages to ensure the safety of your account, your funds, and your transaction(s).

#### **9.5 Report any other non-authorized action**

You are required to notify CashSentinel immediately when you become aware of a loss, theft, misappropriation or any other

unauthorised use of the mobile telephone you registered with your account and/or of your connexion and transaction information.

It is important that you notify CashSentinel immediately if you have reasons to believe that an unauthorised use of your account occurred. One of the following situations characterises an unauthorised use:

- A. The unauthorised access of your account;
- B. Your password, your secret word or your verification numbers were compromised or lost;
- C. Your mobile telephone that you registered for the use with CashSentinel was lost or stolen.

You are also required to notify us immediately if you have reasons to believe that an error was made in your account, whether it is in your favour or not.

We will hold you responsible for any unauthorised use of your CashSentinel account if you fail to fulfil your duty of care.

## **10 Measures taken by CashSentinel**

### **10.1 CashSentinel Obligations**

- a. CashSentinel ensures your safety elements (password, secret word and verification numbers) are not revealed by CashSentinel to other people;
- b. CashSentinel prevents any use of your safety elements after having been notified by you in accordance with article 9.3.

### **10.2 In general:**

If we have reasons to believe that you are using CashSentinel for purposes not specified herein by the present contract, particularly those described in article 9.1, or if we believe that your account was used without your assent, we may take the necessary measures

to protect CashSentinel, a third party, or yourself of the risks of cancellation, opposition, complaint, fraud, expenses, fines and any other liabilities.

CashSentinel is not responsible for the consequences that such a step can have on you.

We may take the following actions:

- A. Temporarily suspend, block, and limit your right to use the CashSentinel service, or entirely suspend, block, limit your right to use your account, or suspend, block, limit your right to use your account within the context of a particular transaction, at any time and without incurring liability for doing so. That, in turn, may suspend your ability to put funds in escrow or to receive your refunds. In principle, we will send you a prior notice in the case of suspension but we may, if required by our legal obligations or if proven to be reasonable (for example, if you breach the terms of the present contract or if we deem it necessary for security reasons or to prevent fraud or criminal activities), suspend your right to use the service or to use your account without addressing you prior notice;
- B. Block your funds for an unspecified but reasonable period within the course of the investigation to be carried out if CashSentinel estimates that you failed to comply with the terms of this contract; or if your counterpart declared an error or a fraudulent transaction, within the framework set forth in article 12.
- C. Refuse any payment transaction at any given moment. Our sole obligation shall be to inform you of the refusal, to give you the rationale, and to explain to you how you can solve the problem when possible, upon your request, unless it is prohibited by the legal obligations of CashSentinel;
- D. Request information or ask you to update inaccurate information that you may have provided us;
- E. Cancel any escrow payment (i.e., return it towards the sender bank) which breaches or which we, based on reasonable doubt, suspect of breaching the terms set forth in this contract;
- F. Detain an escrow payment or escrow funds within the framework of our legal obligations in respect to preventing of terrorism and preventing criminal activities;
- G. Communicate information related to your account and/or your use of our service with PolyReg and/or authorities within the framework of our legal obligations in respect to preventing of terrorism and preventing criminal activities;
- H. To refuse to provide our services to you in the future;
- I. Suspend your funds to the extent and as long as it is reasonably necessary to protect ourselves from the risk of liability. Typically, the initiation of an error proceeding or of fraudulent transaction procedure by your counterpart, rising from a payment which you received, and able to last the whole duration necessary for the investigation; or if you have debts towards CashSentinel, and
- J. Initiate legal proceedings against you;
- K. Close your CashSentinel account and terminate the present contract whenever we desire to do so, by addressing you a prior notice at least one month in advance;

- L. We may also close your account and terminate this contract at any moment, without prior notice, in case you breach the terms of the present contract.

Unless otherwise specified by us, you should not use or attempt to use the service or your account whilst it is suspended or closed. You remain responsible under the present contract for the payment for all expenses and all other amounts incurred at any moment because of the use of your account, notwithstanding any cancellation, suspension, or closing.

### **10.3 Request for additional information**

CashSentinel reserves the right to re additional information of you, other than the information indicated under this contract, so we may conform to our obligations relating to the prevention of criminal activities. You agree to answer any request for additional information, performed reasonably within this framework.

We may require you to forward us by email or mail certain identification documents, or to prove the purchase or the sale of one or more vehicles.

## **11 Eventual bankruptcy of CashSentinel**

CashSentinel has an exit plan, which foresees the return of the deposit funds to the customers.

In the case of an eventual bankruptcy, CashSentinel's customers become the debtors having a normal third-class claim.

CashSentinel's customers have no protection against bankruptcy of banking institutions. This contract confers no rights to CashSentinel's customers towards Swissquote Bank SA.

## **12 Errors and unauthorised transactions**

### **12.1 Definitions**

An error is defined as an erroneous entry presented on your CashSentinel account, i.e. an entry not corresponding to the instructions that you gave.

An unauthorised transaction is defined as the unauthorised use of your CashSentinel account, for example, as in the event of fraudulent use or use that you have not consented to.

A dispute is defined as a disagreement between you and the other party with regard to the execution or terms of the transaction, or in relation to the vehicle that is sold therein. Disputes are addressed in Article 14 and are therefore not subject to the provisions of this Article.

### **12.2 Freezing funds and investigation**

Whenever an error or unauthorised transaction is reported in less than 24 hours, CashSentinel shall freeze the transaction funds until the error is resolved.

CashSentinel then shall conduct an investigation with the Seller benefiting from the funds. In the absence of any challenge on his part, we will refund to you the total sum transferred by error or through an authorised transaction performed out of your account.

Should the recipient contest or if we think that a further investigation is necessary to clarify the circumstances surrounding the fraudulent access to the account or the conclusion of the transaction that you reported, we will extend the freezing of the funds and will contact you to clarify the circumstances, in accordance with the clauses of this contract.

### **12.3 Police statement**

Depending on the circumstances of the reported problem, CashSentinel may ask you for a copy of a statement of complaint filed with the police authority to conclude the freezing of the transaction.

In case CashSentinel made such a request, 24 additional hours are extended to you from the moment you report a fraudulent or erroneous transaction to perform this procedure and provide CashSentinel with a proof of it.

In the absence of such proof before the due date, CashSentinel will resolve the transaction in favour of the counterpart, in accordance with its obligations.

### **12.4 Notification to CashSentinel after 24 hours**

Beyond the period of 24 hours after the confirmation of the transaction, CashSentinel considers that you recognise the transaction as legitimate and as performed of your own free will. If you become aware of an error or unauthorised transaction after this period has expired, it is always advisable to inform CashSentinel as fast as possible according to the procedure referred to above; however, CashSentinel does not commit itself to being able to freeze the transaction and refund your funds.

### **12.5 Information related to the circumstances of the error**

You agree to send us all information in your possession relevant to the circumstances of any error, unauthorised transaction, and/or unauthorised use of your account, and to take all necessary reasonable measures to assist CashSentinel in resolving the problem.

### **12.6 Reporting errors to your benefit**

You agree to report to CashSentinel any error, even if it benefits you. For example, you need to report to us any amount credited to your

account that does not correspond to a transfer you have performed.

Do not try to use it to your benefit; you would be indebted the sum credited by error as of its correction.

### **12.7 Error corrections**

We shall rectify any processing error that we discover. CashSentinel will credit you the entire sum transferred from your account by error, or part of it, on the express condition that CashSentinel acted negligently. The amount that is owed to you shall be calculated in proportion with CashSentinel's negligence and your contribution to the origin of the error.

If you received more money than was owed to you, CashSentinel may debit the additional funds from your CashSentinel account. There is no time limit to the application of such a possible correction.

### **12.8 Freezing funds in the course of an error proceeding or a fraudulent transaction**

The proceeds of a sale that you received as a Seller may be blocked temporarily if the Buyer files proceedings of error or fraudulent transaction.

Such a procedure is only admissible if the Buyer acknowledges that he has not performed the transaction of his own free will. Any other case, particularly those related to the state of the vehicle or the discovery of hidden defects will not involve the freezing of your funds.

In the event that it is demonstrated that the item sold exhibits any hidden defect(s), any obligation to indemnify the Buyer is beyond the scope of this contract. Any compensation shall be arranged between you and the Buyer without the involvement of CashSentinel, whose role shall be limited exclusively to initiating the arbitration process.

In accordance with this contract, CashSentinel may share with the Buyer certain information (full name and first name, address, telephone number, email account in particular) with the aim of enabling him to communicate with you.

If the error proceeding or the fraudulent transaction procedure is admissible, CashSentinel will contact you within the framework of the investigation about this transaction. The received funds remain your property; however, they will be temporarily frozen as long as the circumstances having led to this procedure are not clarified.

#### **12.9 Reporting an error or a fraudulent transaction for questionable reasons**

In the event that CashSentinel determines that your allegations of an error or fraudulent transaction were not made in good faith, but rather with the duplicitous intention of utilising such allegations to your advantage, CashSentinel shall be entitled to compensation for any efforts expended in relation to the procedure. The minimum amount of such compensation shall be one thousand (1,000) Swiss francs.

Furthermore, CashSentinel reserves the right, without prejudice to any other available remedies, to initiate legal actions against you in accordance with the damages that have been caused.

#### **12.10 Persistent disagreement**

In the event of continuing disagreement between the parties regarding the facts leading up to the funds being frozen, whenever such dispute could not be resolved through the arbitration process, in the absence of any factors permitting CashSentinel to reasonably establish the outcome of the dispute, despite the involvement of the police, CashSentinel reserves the right to transfer your casefile to

the justice system in order to decide the matter.

CashSentinel will communicate to the justice system all elements in its possession with regard to the identity of the parties as well as the electronic recordings of the actions of each party within its CashSentinel account at the time of the transaction.

Furthermore, CashSentinel reserves the right to invest the disputed funds with a third party escrow organisation. In this case, the release of the funds will be delayed until the court issues a decision.

Falling within the purview of such a procedure, all expenses related to this procedure will be charged to the party having caused the initiation of the procedure. Furthermore, CashSentinel as well as the injured part will have the right to claim compensations in additional compensatory damages.

Any complaint in relation to the vehicle undergoing a transaction, its condition, the presence of hidden defects or other deficiencies noted after having completed the transaction are not processed by CashSentinel.

Thus, it is not possible to open a dispute procedure or ask CashSentinel to be an intermediary within this context.

In no case whatsoever should you resort to the procedure prescribed in article 12 to block a transaction that you concluded previously of your own free will a posteriori.

It is advisable to address the vendor directly should you have any complaint regarding the acquired vehicle. CashSentinel shall not take the role of intermediary and will not contact the vendor on your behalf.

In the case of dispute, complaints, requests, divergent warnings or instructions coming from the purchaser, the vendor, another user or any other third party, about the sums credited to the account of any purchaser or

vendor, or any purchaser account or a vendor account: CashSentinel reserves the right not to comply with these complaints, requests, warnings, or instructions or to proceed to any other action regarding the aforementioned sums credited to the account of any purchaser or vendor, purchaser account or vendor account as long as the dispute or the conflict is not solved.

CashSentinel shall not be held responsible for the losses generated by this refusal to honour the requests, claims, warnings, or instructions.

The dispute or conflict is considered “unresolved” and CashSentinel remains in right to refuse to comply with the requests until:

(I) contradictory or unfavourable complaints or requests are determined by a court of competent jurisdiction or resolved through an agreement between the parties in conflict and/or such court; or (II) CashSentinel receives a satisfactory guarantee or indemnity sufficient, according to its estimation, to ensure its coverage against all losses incurred because of measures directly or indirectly related to this contract. CashSentinel cannot presume the existence of a dispute, a contradictory claim, or an existing notice unless a copy of the written notice sent by the vendor to the purchaser or the purchaser to the vendor is provided.

## **13 Dispute with CashSentinel**

### **13.1 First, contact CashSentinel**

If a dispute arises between you and CashSentinel, our goal is to understand and to respond to your concerns; if we do not succeed to do so in a manner you find appropriate, we shall try to provide you with a neutral means, as inexpensive as possible, to solve the dispute quickly. Disputes between CashSentinel and you regarding our service

may be reported to customer service by email or telephone, according to the contact details available on the “Help” page of our website.

### **13.2 Applicable law and competent jurisdiction**

For customers residing in Switzerland, this contract and the relationship between us are subject to Swiss law.

For complaints related to the present contract or the supply of our service and which could not be solved differently, you agree to accept the nonexclusive competence of the Swiss judicial system, without prejudice to your right to initiate proceedings against CashSentinel before competent courts.

### **13.3 Absence of a waiver**

The lack of action on our part in the case of a breach by you or other individuals shall not constitute a waiver of our right to act in respect of other similar or later breaches.

### **13.4 Limitations on liability**

We may not be held liable for damages reasonably foreseeable and resulting directly from negligence on our part to the present contract.

Furthermore, our liability is limited in the following way:

Our contractual or criminal liability (particularly in the event of negligence), for people acting on our behalf, may not in any case be engaged because of the following damages and losses arising under this contract or in connection therewith, or in any other manner:

- i. Any loss of profit, customers, activity, contracts, income or predicted savings, even if we are informed of the possibility of such damage, loss of profit, customers, activity, contracts, income or predicted savings; or
- ii. Any loss or corruption of data; or

- iii. Any loss or any damage which does not result directly from a failure on our part to conform to the present contract; or
- iv. Any loss or any damage beyond what results directly from a failure on our part to conform to the present contract (whether you are capable or not of proving such loss or such damage).

### **13.5 Absence of guarantee**

Unless otherwise specified under this contract and without prejudice to the rights granted to you by law, we provide the service without any express or implied warranty. CashSentinel does not have any control over the vehicles paid through its service, and CashSentinel cannot guarantee that a vendor or a purchaser will complete a transaction, or is authorized to perform it. CashSentinel does not guarantee continuous, uninterrupted, or protected access to the service. We shall not be held liable for delays that may occur in the course of the provision of services covered under this agreement.

You accept that your access to the service may be occasionally restricted to allow for the correction of errors, maintenance, or the introduction of new features or services. CashSentinel shall employ reasonable efforts to ensure that the electronic requests for debit or credit are processed within a reasonable period.

### **13.6 Compensation / reimbursement**

You agree to defend, reimburse or compensate (in legal terms, to "indemnify" us) and hold harmless CashSentinel, the people who work for us or are authorized to act on our behalf, of any liability for any complaint or claim (including legal costs) that a third party would raise which would be linked to a breach by you, your employees or representatives in this contract, or to the

infringement of any law and/or the use of the service.

### **13.7 Entire agreement and rights of third parties**

This contract contains the entire agreement between you and CashSentinel relating to the service. All the articles as well as the different terms and conditions that must continue to apply due to their nature will remain valid after the termination of the contract. Should a clause under this contract be declared null or not applicable, this clause would be cancelled but all the other clauses under the contract shall remain applicable. Any person who is not party to the present contract shall not have the right to refer to or request to apply the provisions of this contract.

## **14 Legal protection: Arbitration**

### **14.1 Arbitration clause**

In the event of a dispute related to the quality of the vehicle being sold in the transaction, the parties agree to submit to arbitration prior to initiating any legal action.

### **14.2 Implementation of arbitration procedures**

The dispute shall be declared to CashSentinel upon the request of the party initiating the action. Designation of an authorised mediator shall be the responsibility of Protekta S.A. (a legal protection insurance company located in Bern), a partner of CashSentinel S.A. that specifically covers this type of legal protection risk.

### **14.3 Effective date and term of arbitration coverage**

Arbitration coverage shall become effective upon the date of the transaction and shall remain in effect for ninety (90) days thereafter.



#### **14.4 Scope of coverage and responsibility for payment of fees**

Arbitration is a confidential process entered into by the parties of their own free will in order to resolve their dispute in good faith. Protekta shall be responsible for the payment of up to three (3) hours of mediator fees per case. In the event that a persistent difference of opinion regarding the defect(s) cited by the Buyer brings the arbitration proceedings to an impasse, Protekta may initiate an expert technical assessment in order to reach an agreement. If recourse to an expert assessment is left to the discretion of the mediator, the choice and designation of the expert shall be the responsibility of Protekta S.A.

In the event that arbitration is successful, an arbitration ruling shall be filed, officially closing out the dispute.

In the event that arbitration fails, a notice of failure to reach an agreement shall be filed, thus reinstating the parties' rights to initiate legal actions at their own expense in order to resolve their dispute.

#### **15 Licensing; third party software**

If you use a CashSentinel software such as the mobile application which you downloaded on your mobile device or another platform, CashSentinel and its licensors grant you a limited, non-transferable, nonexclusive right to use the CashSentinel software strictly for your personal use and in agreement with the provided documentation, including updates, levelling, new versions and replacement software described herein. Renting, lending or transferring in any way the software rights to a third party is prohibited. You must conform to the conditions of use stated in the CashSentinel documentation, and to the instructions that we provide regularly within the framework of the service. In case you do not observe the instructions and

requirements of CashSentinel in regards to use of the service, you will be held liable for all damage endured by yourself, CashSentinel, and third parties. You agree not to modify, reproduce, adapt, distribute, post, publish, perform opposite engineering operations, translate, dismantle, decompile, nor attempt in any way to recreate one of the source codes derivative of the software. You acknowledge that all rights, titles, and interests relating to the CashSentinel software are held by CashSentinel.

CashSentinel reserves the right to modify the software and the interfaces, to adapt them, present you with a new version or modify the features and/or the characteristics of the software at any moment.