

REGULATIONS OF THE BITCOIN AUTOBUY SERVICE

§ 1. Definitions

Whenever these Regulations refer to the:

Service Provider – it should be understood as 3-102-93-8308 SRL registered in the Republic of Costa Rica at the following address: Provincia 01 San Jose, Canton 02 Escazu, San Rafael, del Centro Comercial La Paco, trecientos metros norte, Plaza Florencia, Local diez under registration number 3-102-93-8308, e-mail: support@kanga.global;

Website or Platform (Kanga Global) – it should be understood as the website called Kanga Global, run by the Service Provider, available at the Internet address kanga.global, on which the User holds a User Account and on which the User's Cryptocurrencies are stored;

Service (Bitcoin AutoBuy) – it should be understood as a paid service provided by the Service Provider to the User electronically, consisting in the exchange of fiat currency into Bitcoin under the rules described in § 3 of the Regulations;

User Account – it should be understood as the part of the Website made available to the User, necessary for the provision of the Service, to which the User may gain access only after: 1) registering an account preceded by acceptance of the Regulations and the Privacy Policy, 2) activation of the account, 3) logging in to the account using the provided credentials, including a password, 4) completing the verification procedure in accordance with the procedures in force on the Website;

User or Service Recipient – it should be understood as a natural person not conducting business activity, a natural person conducting business activity and legal persons and organizational units without legal personality, as well as other economic entities operating on the basis of relevant provisions, for which the Service Provider provides the Service via the Website and which hold a User Account;

Guest – it should be understood as a natural person using the Website who does not have a User Account or is not logged in to it;

Bitcoin or BTC – it should be understood as the cryptocurrency (virtual currency) called Bitcoin, offered for purchase under the Service;

Virtual currencies or Cryptocurrencies – it should be understood as virtual currencies (cryptocurrencies), including Bitcoin, offered on the Website;

Regulations – it should be understood as these Regulations, available on the Website;

Privacy Policy – it should be understood as the document setting out the rules for the processing of personal data, available on the Website.

§ 2. General provisions

1. The Regulations define the rights and obligations of the Guest, the User and the Service Provider when using the Website, including the provision of the Service by the Service Provider to the User.

2. By accepting the Regulations, the User declares that he or she is aware that:

- a. the Service Provider does not provide any payment services, financial or investment services, in particular does not participate in trading in securities or other financial instruments;
- b. the condition for the provision of the Service is having an active, verified User Account on the Website;
- c. the Service Provider does not provide any services requiring a permit or license issued by financial market supervision authorities.

3. Each Guest and User is obliged to read the Regulations. Guests may only use limited functions of the Website, consisting in browsing the content of the Website free of charge, respecting the conditions of operation of the Website specified in the Regulations.
4. An absolute condition for using the Service is having an active User Account and logging in to the User Account.
5. The use of the Website by the User or Guest depends on having a device with Internet access containing the necessary software that meets the minimum technical conditions required to display the Website, i.e. a standard web browser and a standard operating system.
6. The Service Provider informs that using the Service involves the risk of loss of value of the invested funds.
7. The Service Provider will make every effort to ensure that the Website is available 24 hours a day. Subject to the conditions for the provision of the Service described below, the use of the Website is free of charge, apart from the cost of access to the Internet enabling the use of the Website.
8. It is prohibited for the User and Guest to provide illegal content on the Website and to take any action that may cause disruption, malfunction or interruption in the provision of the Service in the Service Provider's IT system.
9. The Website, including in particular all content, source codes and graphic symbols, is protected by copyright, and any copying or use of them in violation of these Regulations is prohibited.
10. The User undertakes to use the Website, including the Service, on his or her own behalf and for his or her own benefit.
11. Access to the User Account is protected by requiring the User to log in to the account each time using the provided credentials, i.e. login and password on the Website.
12. The User undertakes not to disclose the User Account credentials to third parties and to store these data in a way that prevents third parties from gaining access to them. The Service Provider is not liable for any damage incurred by the User as a result of unauthorized persons gaining access to the User Account.
13. The User may use the functionality of two-factor login authentication to the User Account (2FA login), which is an additional measure to protect the User Account against access by unauthorized persons.
14. Before each login to the User Account, the User undertakes to check whether he or she is on the correct website of the Website (kanga.global) and whether the login is performed correctly. The Service Provider is not liable for any damage incurred by the User as a result of the User's failure to perform this check, in particular as a result of obtaining the User Account credentials through the so-called phishing.

§ 3. Bitcoin AutoBuy Service

1. The Service is provided only after logging in to the User Account.
2. The Bitcoin AutoBuy Service allows the User to make a paid exchange of fiat currency accepted by the Service Provider on the Website into Bitcoin (BTC), using the market rate applicable on the Kanga Global Platform at the time the funds are credited to the Service Provider. The exchange is carried out automatically and without the User's participation. The Service is dedicated to people who want to make an exchange regardless of the exchange rate/price of Bitcoin.
3. The conditions for using the Service are: 1) acceptance of the Regulations, 2) making payment for the Service through the methods and entities indicated on the Website.

4. Once the funds have been credited to the Service Provider, the system exchanges them for Bitcoin at the rate applicable on the Platform at the time the funds are credited. The User receives the number of Bitcoin units less the Service Provider's remuneration determined in accordance with paragraph 5. The Bitcoin is transferred to the User's wallet on the Kanga Global Platform.

5. The amount of remuneration for the provision of the Service is specified in the "Fees and Turnaround Time" document, the content of which is available on the Website under "Fees and Turnaround Time". Information on the current amount of remuneration is available each time on the Website before the transaction is made, and its acceptance is a condition for using the Service. The Service Provider charges the remuneration automatically, which means that it transfers to the User's wallet on the Platform the number of Bitcoin units less the value of the Service Provider's remuneration. The Service Provider may make changes to the "Fees and Turnaround Time" document; such changes do not constitute an amendment to the Regulations. The User is bound by the content of this document valid at the moment of expressing the will to use the Service.

6. The Service Provider does not apply individual price adjustments based on automated decision-making.

7. The User has no right to withdraw from the contract for the provision of the Service, because the Service Provider fully performs the service with the express consent of the consumer, who was informed before the provision began that, after the Service Provider completes the service, he or she would lose the right to withdraw from the contract.

8. The methods of payment for the Service and the entities enabling such payment are indicated on the Website. The Service Provider will exercise due diligence to ensure the User has uninterrupted access to making payment for the Service through the entities enabling payment. The Service Provider reserves the right to refuse to provide the Service if the payment is made using websites or services that make it impossible to identify and verify the person making the payment, or if there is no correspondence between the User's data and the data of the entity making the payment. The Service Provider also reserves the right to charge the User with the cost of returning a payment made in breach of the Regulations, to which the User consents, including the right to deduct this cost from the returned amount or from the User's next payment.

9. The deadline for payment for the provision of the Service is simultaneous with the conclusion of the contract for its provision, which means that when the User makes the payment, a contract with the Service Provider is concluded.

10. The Service Provider stipulates that the Service will be performed within the estimated time displayed on the Website, but it should not be longer than 2 business days. The time given is an estimate and is counted from the moment the funds are credited to the Service Provider, subject to other provisions of the Regulations. The estimated duration of the Service is specified in the "Fees and Turnaround Time" document.

11. Bitcoin and fiat currencies do not constitute items within the meaning of the relevant provisions of law. The Service Provider is liable for non-performance or improper performance of the obligation on the general principles provided for by the applicable law.

12. The Service Provider does not provide any warranty for the Service it provides. The Service Provider does not provide after-sales services to the User or Guest.

13. By using the Service, the User acknowledges and accepts that:

- 1) the exchange into Bitcoin takes place only after the funds have been successfully credited to the Service Provider; the rate may differ from the one that was in force at the time the transfer was made by the User; the User is not able to determine the exchange rate in advance or place an order with a price limit;

2) the Service Provider has no influence on the time of crediting the funds and does not guarantee the exchange rate – the rate depends on the current market conditions on the Platform, including the availability of Bitcoin;

3) due to price fluctuations on the cryptocurrency market, the rate at the time the User makes the transfer may be drastically different from the rate at the time of exchange into Bitcoin; rate fluctuations may exceed 30%, which the User acknowledges;

4) the exchange rate is determined on the basis of the current quotations available on the Platform at the time the funds are credited;

5) the Website does not guarantee or reserve the exchange rate applicable before the funds are credited;

6) the Service Provider is not responsible for market rate fluctuations or for the time it takes for the funds to be credited via the available payment methods;

7) the Service is provided without the involvement of the User or the Service Provider – the exchange transaction takes place after the funds have been credited.

14. The Service Provider reserves the right to introduce restrictions on the provision of the Service without the need to amend the Regulations, in particular by introducing a maximum transaction volume. The Service Provider will inform Users about any restrictions and details of the provision of the Service via the Website.

§ 4. Interruptions and blocks

1. The Service Provider reserves the right to interrupt the operation of the Website in order to carry out updates, modernization and technical maintenance.

2. The Service Provider reserves the right to block access to the User Account and the Website for security reasons, e.g. in the event of suspicion of unauthorized access by third parties to the User Account. The Service Provider may block access for a specified period of time. The User may be informed of the length of the blocking time upon request after contacting the Service Provider. The Account blocking time may be extended.

3. The Service Provider reserves the right to refuse to provide the Service in the event of important circumstances preventing its provision, i.e. technical obstacles, security reasons, the User's failure to comply with the Regulations, and due to the application of financial security measures in connection with counteracting money laundering and terrorist financing.

4. The User and Guest undertake not to take any action that could disrupt the proper functioning of the Website, including not to interfere with the content of the Website, the Account or Accounts of other Users and other elements of the Website, not to mislead the Service Provider, e.g. by providing false information regarding identity, to refrain from acting in bad faith, from abusing the functionality of the Website, and from using the Website contrary to its intended purpose and contrary to the Regulations.

5. The Service Provider has the right to delete the User Account and permanently block the User's or Guest's access to the Website if the User or Guest violates the provisions of the Regulations and in connection with the application of financial security measures. In the event of deletion of the User Account, all Cryptocurrencies, including Bitcoin, held on the User Account will be retained on the Kanga Global Platform.

§ 5. Security measures

1. The Service Provider applies appropriate financial security measures and exercises due diligence when performing its activities, and fulfills its obligations in the field of counteracting money laundering and terrorist financing in accordance with the applicable provisions.

2. The Service Provider has the right to perform the obligations imposed on it by the applicable provisions on counteracting money laundering and terrorist financing, in particular by identifying the customer and verifying his or her identity, as well as applying financial security measures when conducting occasional transactions and transfers of funds.
3. The Service Provider has the right to perform the obligations referred to in paragraphs 1 and 2 already at the time of attempting to establish economic relations, i.e. at the time of attempting to set up a User Account.
4. As a result of the application of the obligations imposed on the Service Provider, the Service Provider may refuse to provide the Service, may refuse to set up and register a User Account, and may terminate the agreement by blocking access to the User Account and deleting it, subject to retaining on the server the data regarding the transaction history and all activities and data of the User. The Service Provider has the right at any time to, among others: request the User to submit appropriate documents in order to identify and verify the User's identity (requesting a so-called selfie with a clear document, requesting a video call or performing any other activities aimed at verifying the User's identity), and request the submission of documents regarding the sources of origin of all property values at the customer's disposal.

§ 6. Complaints

1. The Service Provider considers complaints in the manner described in this paragraph.
2. The Service Recipient has the right to submit a complaint regarding the Service provided.
3. The Service Provider accepts complaints electronically via email to the following address: support@kanga.global.
4. When submitting a complaint, the Service Recipient should provide his or her name and surname, as complete a description of the subject of the complaint as possible, including the subject of the Service provided, the circumstances of providing the Service, the date of providing the Service, the request related to the consideration of the complaint, and the manner in which the Service Provider is to respond to the complaint. If the User requests that the response be sent in writing, the User undertakes to provide the address to which the written response to the complaint should be sent.
5. The Service Provider is obliged to respond to the Service Recipient's complaint within 14 days from the date of its receipt. The Service Provider responds to the complaint on paper to the address provided by the User or electronically, depending on the form of submitting the complaint or the User's choice.
6. The above rules apply accordingly to complaints submitted by the Guest regarding the functioning of the Website.

§ 7. Final provisions

1. The Service Provider reserves the right to change the Regulations at any time for reasons related to changes in the nature of the services or the technical conditions for the provision of services, as well as in the event of: 1) changes in legal provisions having a direct impact on the content of the Regulations, 2) imposition of specific obligations by state authorities, 3) improving the operation of the Website and the service of Users and Guests, 4) improving the protection of Users' privacy, 5) preventing abuse, 6) security reasons, 7) changes in the scope of services provided, including the introduction of new ones, 8) editorial changes. The content of the changes and information about the change to the Regulations will be sent to the User via email to the User's address provided on the Website.
2. The User who does not accept the content of the changes to the Regulations retains the right to terminate the contract for the provision of the Account at any time by requesting deletion of the User Account. Notwithstanding the above, the User has the right to request

deletion of the User Account at any time. The User Account will be deleted at his or her request within 3 business days. The User may also simply stop using the User Account. In the event of a request to delete the Account, the User should transfer all Cryptocurrencies, including Bitcoin, held on the User Account to an external wallet. Otherwise, the Cryptocurrencies will remain in the wallet on the Kanga Global Platform.

3. Unless mandatory provisions of law provide otherwise, the law applicable to contracts between the User and Guest and the Service Provider is the law of the Republic of Costa Rica. The choice of law does not deprive the User and Guest of the protection granted to them under provisions that cannot be excluded by contract, under the law that would be applicable in the absence of a choice of law.

4. The Service Provider processes the User's personal data on the terms described in the Privacy Policy. By accepting the Regulations, the User declares that he or she has read the Privacy Policy and accepts its content. The Privacy Policy document is available on the Website.

5. The Service Recipient and the Guest may stop using the Website at any time. The Service Recipient may also terminate the contract for the provision of the Service under these Regulations by sending a request to delete the User Account to the email address: support@kanga.global.

6. In matters not regulated by these Regulations, the relevant provisions of the law of the Republic of Costa Rica shall apply, subject to mandatory provisions of law.

7. Any disputes arising in connection with the non-performance or improper performance of obligations under these Regulations or benefits related to the provision of the Service will be resolved by a common court in accordance with the provisions of law.