

TERMS AND CONDITIONS

Effective Date: 23 September 2019

Welcome to the website <https://www.consulting24.co> (“Website”)! This Website is governed and operated by Heaven Invest OÜ, having its legal address at Rävåla puistee 19, Tallinn, 1043, Estonia (“Consulting24”, “we”). These Terms and Conditions are the binding legal agreement between you, visitor of our Website / user of our Services (the “Client”, “you”), and Consulting24.

By visiting and browsing our Website, and/or ordering our Services (as defined below), you constitute an agreement to these Terms and Conditions (hereinafter referred to as the “Terms”). If you do not agree to be bound by these Terms, you shall not use our Services. Please read these Terms before you use our Services.

1. OUR SERVICES

Consulting24 provides business and other management consultancy services, including, without limitation, company registration, obtaining virtual wallet operating license, obtaining cryptocurrency exchange operating license, applying for e-residency, opening bank accounts and performing related services (hereinafter the “Services”). The description of our Services and terms of its performance are given on the Website. Additional services or special requests are negotiated separately between the Client and Consulting24.

For the avoidance of doubt, Consulting24 is not a law firm and does not provide legal advice. Neither Consulting24 nor any of our employees provides legal, tax or professional services or advice.

2. ELIGIBILITY

Consulting24 serves both individuals and legal entities subject to their compliance with these Terms and applicable law.

To be eligible to use our Services, you must be at least eighteen (18) years old and be able to form legally binding contracts.

If you order our Services on behalf of a legal entity, you represent and warrant that: (a) the legal entity that you act on behalf of is a legal entity duly organized and is validly existing under the applicable laws of its jurisdiction; and (b) you have all necessary approvals and permissions to act on behalf of such legal entity.

As per the money laundering and terrorism financing prevention legislation, Consulting24 does not provide Services to politically exposed persons; persons included in the European, US and international sanctions lists; residents from the high risk third countries.

We will conduct identity verification of each Client before confirming our acceptance to provide the

Services (please check our Identity Verification section below for more information).

By using our Services, you represent and warrant that you will and do comply with our eligibility requirements during the whole time you use our Services. If we suspect that you do not meet our eligibility criteria and/or violate these Terms or applicable laws, we may restrict you to use our Services.

3. IDENTITY VERIFICATION

You agree to provide us with the information we request for the purpose of identity verification and detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information as long as it is necessary under applicable law. We may at any time require you to complete our identity verification process and may also require you to submit additional identification documents to Consulting24 for enhanced due diligence. Failing to complete identity verification will be considered a violation of these Terms and we may forbid you to use our Services.

4. ORDERING OUR SERVICES

If you want to order any Service from Consulting24, you need to contact us using our contact form on the Website. Consulting24 will review your inquiry. Your inquiry and further correspondence between us does not mean our acceptance to perform services you request. Our confirmation email sent to you constitutes our acceptance to provide you with the Services. Unless otherwise agreed in writing, our Services are subject to these Terms.

Consulting24 requests each Client to provide necessary documents and information to confirm Client's identity for KYC and AML procedure in accordance with the money laundering and terrorist financing preventions act. Consulting24 may request additional documents for enhanced due diligence subject to applicable law.

5. DISCLAIMER

For the avoidance of doubt, Consulting24 does not constitute the provision of any financial or investment advice in connection with the Services contemplated by these Terms. The information and materials contained on the Website is given for information purpose only and is not to be construed as a solicitation to enter into any transaction, and should not be interpreted as legal advice or opinion.

Every business is unique, therefore Consulting24 cannot guarantee that the options that you select for your company registration or obtaining a license are suitable for your situation. Consulting24 is not a law firm and does not provide legal services or render legal advice. If you require legal services, you should contact a qualified attorney.

The information provided on the Website is given for general purpose only. While we do our best to

keep our Website updated, the information contained on the Website can be inaccurate due to constant legal changes evolving. Consulting24 expressly disclaims any liability, loss or risk incurred as a consequence, directly or indirectly, of the use and application of any of the contents of this information. Consulting24 strongly advises you to contact us or any qualified legal counsel to seek for a legal or financial advice fit for your particular situation.

6. PERSONAL DATA

Consulting24 receives, stores, uses and protects Client's personal data in accordance with the Privacy Policy, being the integral part of these Terms.

7. USE OF OUR SERVICES

Our Services are intended for lawful purposes only. Upon ordering our Services, the Client is responsible for:

- submitting to us accurate and complete information reasonably requested for the provision of the Services;
- paying for our Services within the agreed terms;
- not using our Services for any illegal or harmful purpose;
- updating submitted information to us that is vital for performance of Services, such as, without limitation, changes in your passport and address details, changes of persons authorized to receive our notifications, reports and legal matters;
- complying with any tax consequences or tax filing requirements applicable to you as a result of our Services.

Certain Services require Consulting24 to file and submit documents on behalf of the Client. In order to prepare filing documents, we will request the Client to provide us with necessary information and documents, such as name and address of you or your company, your passport scans, etc. You represent and warrant that all information and documents you provide us with will be complete and accurate and will be provided in a timely manner.

8. OFFICIAL BODIES

Consulting24 is not responsible for any activities and decisions made by official bodies when registering a company or assisting with obtaining licenses. Consulting24 does not translate documents and correspondence that we prepare or obtain as a result of provision of our Services, unless otherwise agreed with the Client.

9. PAYMENT TERMS

Our fees are shown on the Website. Special service rate may apply in certain circumstances and shall be negotiated between Consulting24 and the Client.

The fees for our Services shall be paid on or before the due date indicated in the invoice.

Consulting24 has the right to unilaterally amend the fees indicated on the Website. In general, new fees are applicable to new orders and do not apply to orders confirmed by us. Otherwise, Consulting24 will send you an email notification with fee amendments. The Client constitutes acceptance to updated fees unless the Client refuses to accept the updated fees and decides to terminate ordered Services by notifying us by email within seven (7) business days.

10. REFUNDS AND CANCELLATION

We strive to provide the best possible services to our Clients. If you are dissatisfied with our Services for any reason, please contact us and we will take reasonable efforts to make sure that you are satisfied with our Services. However, we cannot be liable for any errors or delays made by third parties. When providing the Services, we solely rely on the information and documents provided by you. We shall not be responsible for any omissions and/or errors by you or official bodies. The processing time of your order is given as approximate time. Though we provide our Services with all due care and diligence, there is no guarantee as to the length of time for processing and successful completion of your Services.

Any and all official fees and postal fees cannot be refunded under any circumstances.

If any error is made on the part of Consulting24, we will take reasonable efforts to cure and amend necessary documents, or will refund the fees paid by you to Consulting24 at the sole discretion of Consulting24.

Consulting24 may cancel your order and provide a full refund upon your request before we process your order. Otherwise, we will provide a refund based on the stage of order processing.

11. RIGHTS AND OBLIGATIONS OF CONSULTING24

Consulting24 uses its best efforts, skills and abilities in performing the Services. Consulting24 is entitled to the remuneration for the Services in accordance with the fees indicated on the Website and/or special service rates negotiated between us.

When performing our Services, we may use the assistance of third party providers.

Consulting24 has the right to unilaterally amend these Terms, suspend or terminate providing the Services if you violate these Terms and applicable laws.

12. TERM AND TERMINATION

The provision of the Services shall commence on the date when Consulting24 receives the payment for the Services as indicated on the invoice and expire automatically on completion of performance of Services.

The Client shall have the right to terminate the Services by giving Consulting24 not less than 14 (fourteen) days prior written notice of its intent to terminate the Services. Please refer to Refund and Cancellation section for refund details.

The Client has 6 months period from the day of company registration to take over the company ownership. Consulting24 might extend 6 months period more 30days with giving notification for the client 3 days advance. Consulting24 take rights to sell the company after 6 months of period.

Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Services without liability on its part to the other party, on written notice given immediately if:

- a) the other party commits a material breach of any of the material terms of these Terms;
- or
- b) the other party suspends or ceases to carry on all or a substantial part of its business.

Consulting24 may immediately terminate the Services by serving written notice to the Client if the Client becomes insolvent or unable to pay its debts under these Terms.

13. LINKED SITES

This Website may contain links to third party web sites ("linked sites"). The linked sites are not under the control of Consulting24 and we are not responsible for the content of any linked site. Consulting24 makes no representations regarding the content or appropriateness of content on such sites. When you access a linked site from this Website, you leave this Website and you do so at your own risk. You are responsible for viewing and complying with the terms and conditions posted on the linked site.

14. INTELLECTUAL PROPERTY RIGHTS

The intellectual property contained in the Website and Services (and any derivative works based on them) is confidential and/or proprietary information of Consulting24, our affiliates or its licensors and is protected by copyright and other intellectual property rights. All title, ownership and intellectual property rights on the Website and Services shall remain with Consulting24, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Consulting24 are hereby reserved.

You further acknowledge and agree that the Website and Services are protected by copyrights, trademarks (whether registered or being under registration), service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Consulting24 or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services or the Website, in whole or in part. Without limiting the foregoing, any reproduction, redistribution, reverse

engineering or decompilation of the Services or the Website is expressly prohibited by law, and may result in severe civil and criminal penalties.

15. NO WARRANTIES; LIMITATION OF LIABILITY

You acknowledge and agree that all access and use of the Website and Services is at your own risk. Without prejudice to the generality of the foregoing, we will not be liable to you if the Website or Services are inaccessible or unavailable in whole or in part due to periods of downtime, or for any reason beyond our reasonable control, or because we are carrying out maintenance, upgrades, developments or the like.

All Services are provided “as is” and “as available”. Under no circumstances shall we be liable for the results or use of the Services. Consulting24 does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any Services. We cannot ensure that the Services and other information provided on the Website are accurate, correct, reliable, exhaustive or complete on every subject.

Under no circumstances shall Consulting24, including its subsidiaries, affiliates, officers, agents, licensors, employees, partners or licensors, be liable to you for any direct, indirect, incidental, consequential or punitive damages, loss of profits or loss of expected revenue or gains resulted from the use of our Services, even if we are advised of or knew or should have known of the possibility of the same.

16. INDEMNIFICATION

You agree to indemnify and hold Consulting24 and its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors or others involved in provisions of the Services, harmless from any and all claims, damages, losses or liabilities, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of any action, inaction or omission by you made on the Website or through the use of our Services.

17. FORCE MAJEURE

Consulting24 shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of Service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, other catastrophes, power or telecommunications failure or any other cause beyond its reasonable control.

18. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be construed and governed by the laws of Estonia without prejudice to its conflict of laws.

In the event of any dispute arising out of or in connection with these Terms or Services, the parties

shall seek to negotiate a resolution within 7 days of such dispute arising. The parties shall act in good faith in order to resolve such dispute by way of negotiations.

If any dispute is not resolved by negotiations within 7 days after the relevant written request has been sent, then such dispute shall be submitted and finally resolved by the Estonian courts.

19. CHANGES TO TERMS

We may review and change these Terms at any time. Such changes are effective immediately upon posting, unless otherwise specified. When changes come into effect, the revised Terms shall supersede the previous version of the Terms. We will notify you by email if any material change comes into effect. Otherwise, we will post the Terms without notification. You are responsible for regularly reviewing these Terms.

20. NO JOINT VENTURE

No joint venture, partnership, employment, or agency relationship exists between the Client and Consulting24 as a result of these Terms and Services.

21. NO WAIVER

No waiver by either party of any default by the other in the performance of any provisions of these Terms shall operate as a waiver of any continuing or future default, whether of a like or different character.

22. ASSIGNMENT

Consulting24 reserves the right to assign its obligations and duties in these Terms to any person or entity. The Client cannot assign its obligations and duties in these Terms to any person or entity without the prior written approval of Consulting24.

23. NOTICES

Any notice or other communication to be given to Consulting24 under these Terms shall be in writing in the English language unless otherwise agreed between Consulting24 and the Client. Any notice or other communication from Clients shall take effect only when received by us unless such notice or another communication is contrary to these Terms.

24. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Consulting24 with respect to your use of the Services.

25. CONTACT US

If have questions in relation to these Terms or Services, please contact us at info@consulting24.co.