

Terms and Conditions of Service

1. General Provisions

1.1. These Terms and Conditions regulate the relationship between LLC “Solunex” (hereinafter referred to as the “Provider”) and its customer in the course of providing virtual asset services.

1.2. The Provider undertakes to deliver services related to virtual assets to the customer, while the customer, by agreeing to these Terms and Conditions, undertakes to comply with the requirements set forth herein and to pay the applicable service fees (if any).

1.3. These Terms and Conditions apply in full to all customers and any other persons who receive services from the Provider at customer service branches and/or otherwise access or use the Provider’s services (services/products).

1.4. By using the Provider’s services/products, the customer confirms that they have read, understood, and agreed to these Terms and Conditions, as well as other terms and documents published on the website <https://solunex.ge>. If the customer does not agree with the Provider’s service terms (including any amendments), they must not use the Provider’s services and must immediately terminate their business relationship with the Provider.

1.5. By using the Provider’s services/products, the customer confirms that the purpose and intended nature of their business relationship with the Provider is the purchase and sale of virtual assets in exchange for other virtual assets or fiat currency for personal use. Furthermore, the virtual asset address used by the customer to perform exchange operations belongs to the customer themselves and not to any third party.

2. Definitions of Terms

For the purposes of these Terms and Conditions, unless the context requires otherwise, the terms shall have the meanings assigned to them in this article:

1. **Customer** – any natural or legal person receiving services from the Provider;
2. **Virtual Asset** – a digital representation of value that is fungible and not unique, can be transferred or traded in digital form, and is used for investment and/or payment purposes. A virtual asset does not include the digital representation of money, securities, or other financial instruments;
3. **Convertible Virtual Asset** – a virtual asset that has an equivalent value on the market in national or foreign currency, another virtual asset, and/or a financial instrument into which it can be exchanged;
4. **Customer Wallet/Bank Account** – a location, wallet, address, account, or storage device not created by the Provider and specified by the customer in the application as the place where virtual assets and/or fiat funds are to be delivered/transferred to the customer in accordance with these Terms and Conditions;
5. **Provider Wallet/Bank Account** – a location, wallet, address, account, or storage device designated by the Provider as the place where virtual assets and/or fiat funds are to be delivered/transferred by the customer to the Provider in accordance with these Terms and Conditions;
6. **Fiat Money** – the national currency of Georgia or a foreign currency (e.g., USD, EUR, GEL);
7. **Application** – a request submitted by the customer to the Provider in a form established by the Provider (in physical or electronic form), through which the customer expresses their intention/consent for the Provider to perform and/or suspend/terminate/modify virtual asset services in accordance with the terms of the application. Consent/expression made through remote means defined by the Provider has equal legal force as a physical document.

Other terms used in these Terms and Conditions shall have the meanings defined by the legislation of Georgia, including the legal acts of the National Bank of Georgia.

3. Service Conditions

- 3.1.** To receive the Provider's services, the customer must visit the Provider's customer service branch.
- 3.2.** During the service process, the customer is obliged to provide the Provider with accurate and truthful information/data about themselves. In case of any changes, the customer must immediately notify the Provider.
- 3.3.** After completing the registration process, the customer undertakes to undergo identification/verification procedures as defined by the Provider and required by Georgian legislation.
- 3.4.** During registration and identification/verification, the Provider has the right to request any additional information/documentation from the customer.
- 3.5.** After successful registration, acceptance of the Terms and Conditions, and completion of identification/verification, the customer is entitled to use the following services/products of the Provider:
- Purchase or sell virtual assets in exchange for other virtual assets or fiat currency for personal purposes;
 - The virtual asset address used for exchange operations must belong to the customer and not to any third party.
- 3.16.** Purchase/sale operations are carried out at the Provider's customer service branch, where the customer fills out and submits the relevant application.
- 3.7.** By completing and confirming the application form, the customer consents to the execution of the request by the Provider. Upon confirmation, the operation is considered authorized. After giving consent, the customer may cancel the transaction only subject to payment of the applicable fee.
- 3.8.** The customer is responsible for the accuracy and completeness of the details provided to the Provider.
- 3.9.** The time of receipt of an application is the moment when the Provider receives the customer's request to execute a specific transaction. The customer receives confirmation of receipt. If the terms specified in the application change, the customer will be informed accordingly.
- 3.10.** If the application is received on a non-working day, it will be deemed received on the next working day.
- 3.11.** If the application is received outside working hours (after 19:00), it will be deemed received on the next working day.
- 3.12.** If the Provider refuses to execute the application, it must notify the customer. The Provider is not obliged to explain the reason for refusal.
- 3.13.** The Provider will execute the application within no later than 2 (two) hours from the occurrence of the condition defined in Clause 3.15, except as otherwise provided in these Terms and Conditions.
- 3.14.** If, during processing or before completion of the application, the exchange rate changes by 0.3% or more, or if there are network disruptions during transaction confirmation, the application will be recalculated based on the current market rate or the funds will be returned to the customer. If a virtual asset is to be returned, the network fee will be deducted.
- 3.15.** The exchange of virtual assets and/or fiat money will only be carried out after the virtual asset is credited to the Provider's wallet and/or fiat money is deposited into the Provider's cash desk and received by the Provider.
- 3.16.** After successful receipt of virtual assets by the Provider, fiat money will be transferred to the customer's wallet and/or bank account, or paid in cash at the Provider's service center. Conversely, after fiat money is received by the Provider, the virtual asset will be transferred to the customer's wallet. Transactions will be carried out using the bank accounts specified in the application and/or in cash through the Provider's service center.
- 3.17.** Upon transfer of virtual assets and/or fiat money to the customer's wallet, bank account, or cash desk, the customer grants and transfers full ownership rights of the corresponding fiat money and/or virtual assets to the Provider, and the customer no longer retains ownership of them.

3.18. Once the Provider completes the exchange and transfers the virtual assets and/or fiat money to the customer's wallet, bank account, or provides cash physically at the service center, the Provider's obligations under these Terms and Conditions are considered fulfilled.

3.19. The customer has the right to request a certified document from the Provider confirming the execution of the transaction. Such confirmation may be issued in physical or electronic form. Information about completed applications is stored in the customer's profile and in the Provider's system.

4. Additional Conditions

4.1. The Provider is authorized, prior to establishing a business relationship, before executing a one-time transaction, or at any time during the business relationship, to request from the customer any information/documentation related to the provision of services under these Terms and Conditions and/or required by applicable legislation or regulatory rules.

4.2. Upon the Provider's request and/or where required by law, the customer must provide information/documentation regarding the origin of virtual assets and/or funds.

4.3. The Provider is entitled to refuse to execute a transaction until the requested information/documentation is provided by the customer.

4.4. The Provider is authorized to disclose customer-related information to law enforcement or other authorized authorities if required by law or regulation. The Provider may also share such information/documents with external auditors, consultants, or advisors providing professional services to the Provider.

4.5. For the purpose of executing transactions and in compliance with legal requirements, the Provider may share customer information/documentation with third parties, including banks and/or other providers.

4.6. The Provider shall not be liable for delays caused by the documentation submitted by the customer and/or by third parties involved in executing the transaction.

4.7. If the Provider has not yet executed the transaction and determines that, due to the customer's failure to meet the requirements of these Terms and Conditions and/or due to legal requirements, it cannot accept fiat money and/or virtual assets, the Provider will return the deposited fiat money and/or virtual assets to the customer, minus any applicable network fees.

4.8. The customer declares and confirms that:

4.8.1. The fiat money and/or virtual assets transferred to the Provider are not proceeds of crime and are not intended to conceal or disguise illegal origin of funds or assist any person involved in money laundering or terrorist activities.

4.8.2. They are aware that the value of virtual assets may be volatile and that the value of the virtual assets received may differ (higher or lower) from the fair market value or other valuation metrics at the time of exchange/transfer by the Provider.

4.8.3. They understand that the Provider does not recommend any specific virtual asset, transaction, or trading strategy. All decisions related to transactions are made solely by the customer, and the Provider bears no responsibility for the outcomes of such decisions.

4.8.4. They are aware that transactions involving virtual assets carry risks and that they are responsible for carefully assessing the suitability of buying or selling virtual assets in relation to their financial situation.

4.8.5. They use the Provider's services at their own risk, discretion, and judgment.

4.8.6. The use of the Provider's services is permitted under the laws of the customer's jurisdiction (country of residence).

4.8.7. They are responsible for paying any taxes or fulfilling any legal obligations arising from the use of the Provider's services.

4.8.8. They have full legal capacity and authority to accept these Terms and Conditions.

4.8.9. The customer, its founders, management, members of executive/supervisory bodies, beneficial owners, and affiliated persons (including any person who, in the Provider's assessment, may exercise influence due to business, family, or other close relationships, or directly/indirectly owns or controls the customer), at the time of acceptance of these Terms and Conditions and at any time thereafter:

4.8.9.1. Are not and will not be included in any sanctions lists issued by the United Nations (UN), the European Union (EU), the United Kingdom (UK), the United States (US), Georgia, or any other state or international organization (collectively or individually, "Competent Authorities"), and are not subject to any sanctions (including restrictions, prohibitions, or measures imposed by such authorities).

4.8.9.2. Are not and will not be residents of any country subject to comprehensive trade sanctions or restrictions imposed by Competent Authorities.

4.8.9.3. Have not and will not, directly or indirectly (including through third parties), enter into or facilitate any transaction with any person or entity included in a sanctions list or subject to sanctions, or located in a country subject to comprehensive trade sanctions.

4.8.9.4. Have not and will not, directly or indirectly (including through third parties), enter into or facilitate any transaction involving any party, property, asset, product, or service subject to full, targeted, or sectoral sanctions.

4.8.10. If any statement made under Clause 1.8.9 proves to be incorrect, or if the customer's actions constitute a violation or circumvention of sanctions, or if there is a risk (as assessed by the Provider) that sanctions may apply to the customer, its founders, management, governing bodies, beneficial owners, or affiliated persons, or if any such sanctions are imposed, the Provider—without prejudice to other rights under these Terms—shall be entitled to act in accordance with the applicable sanctions regime and take any actions required by competent authorities, including restricting the customer's ability to manage or dispose of funds and/or virtual assets.

5. Privacy Policy, Confidentiality of Information

5.1. The Provider safeguards and protects the customer's personal and confidential information collected, processed, and used during visits to the website and while using the Provider's services.

5.2. The Provider processes the customer's personal data (including special categories of data) in accordance with the Law of Georgia on Personal Data Protection.

5.3. The Provider processes personal data only to the extent and for the purpose necessary to provide effective services and fulfill legal obligations.

5.4. Personal data is retained for the entire duration of the service and for up to 15 years after its termination for the purposes of handling customer requests/claims and complying with legal requirements.

5.5. For questions or requests related to personal data processing, the customer may contact the Provider at: [**infosolunex@gmail.com**](mailto:infosolunex@gmail.com).

5.6. The customer has the right, free of charge, to obtain information and copies of processed data about them, including the purpose, legal basis, data sources, recipients, automated decision-making (including profiling), storage periods, and criteria. The customer may request correction, updating, deletion, restriction, transfer of data, or object to automated decisions. The customer may also withdraw consent at any time without justification and has the right to обратиться to the Personal Data Protection Service or the court. If the customer refuses data processing, the Provider may refuse to provide services and terminate any agreement. In certain cases, immediate restriction or deletion of data may be limited due to legal requirements or defense of legal claims.

5.7. For technical administration, research, and development, the Provider's server automatically records details of the customer's visit (e.g., IP address, referring website, browser type, device type, pages visited, date and duration of visit, etc.).

5.8. The Provider's website may contain links to third-party resources. Such links and their content are not under the Provider's control, and the Provider is not responsible for their accuracy. The customer is responsible for reviewing third-party terms and conditions.

5.9. The parties undertake to maintain confidentiality of information during and after the service period without prior written consent of the other party. Confidential information includes any documentation or information arising from these Terms and Conditions or related agreements.

5.10. This restriction does not apply to information:

5.10.1. Already known to the receiving party prior to disclosure;

5.10.2. Disclosed in compliance with legal requirements;

5.10.3. Disclosed in court/arbitration for protection of rights;

5.10.4. Lawfully obtained from other (including public) sources;

5.10.5. Disclosure to third parties permitted under these Terms or related documents;

5.10.6. The Provider is not liable for consequences if notifications sent using the customer's contact details are received by another person.

6. Dispute Resolution

6.1. The parties shall make every effort to resolve any disputes or disagreements through negotiation.

6.2. If no agreement is reached, the dispute shall be resolved by the courts of Georgia in accordance with applicable law.

7. Final Provisions

7.1. These Terms and Conditions and the rights and obligations of the parties are governed by the laws of Georgia.

7.2. The Provider may unilaterally amend these Terms and Conditions by publishing changes on the official website <https://solunex.ge> at least two weeks prior to their entry into force. The Provider may also introduce or change any fees at any time without prior notice.

7.3. All official communication between the parties shall be in writing. Email communication registered in the system is considered equivalent to written form. The Provider may also send notifications via SMS.

7.4. Failure to exercise any right under these Terms does not constitute a waiver of that right.

7.5. Invalidity of any provision does not affect the validity of the remaining provisions.

7.6. These Terms and Conditions are drafted in the Georgian language. Versions in other languages may also be available on the website; however, in case of discrepancies, the Georgian version shall prevail.

7.7. For any questions regarding these Terms and Conditions or website information, the customer may contact the Provider in writing at:

Georgia, Batumi, King Pharnavaz / K. Gamsakhurdia Street, No. 44/27, Floor 1
or via email: infosolunex@gmail.com.