

PRELIMINARY TERMS AND CONDITIONS (BETA Software)

PLEASE READ THIS END-USER AGREEMENT CAREFULLY. BY USING THE HANDCASH WEBSITE (THE "SITE") AND APPLICATION (THE "APP"), YOU (THE "USER") ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END-USER AGREEMENT.

1. GENERAL

1.1 This end-user agreement may be changed without notice. Such changed agreement will be published on the HandCash website, and your continued use of this Site and App after any such changes constitutes your acceptance of the new end-user agreement and its terms and conditions.

1.2 This end-user agreement applies exclusively to your access to, and use of, this Site and App and does not alter in any way, the terms or conditions of any other agreement you may have with HandCash for products, services or otherwise.

1.3 The headings of the clauses in the conditions is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

1.4 No failure or delay by HandCash to exercise any of its rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of this end-user agreement or prejudice our right to take subsequent action against the User.

1.5 HandCash cannot screen or edit all the content available from the HandCash site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform HandCash of any content that may be offensive or illegal.

2. PRIVACY POLICY

To be released at the end of Beta stage.

3. COPYRIGHT

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4. INTELLECTUAL PROPERTY RIGHTS

All the content, trademarks and data on this web site and App, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of, or are licensed to HandCash and as such are protected from infringement by local and international legislation and treaties.

5. LICENSES AND SITE ACCESS

5.1 HandCash grants you a limited license to make use of the Site and App. Such grant does not include, without limitation: (a) any resale of the Site, App or content therein; (b) the collection and use of any listings or descriptions; (c) making derivative uses of the Site, App and its contents; or (d) use of any data mining, robots or similar data gathering and extraction methods. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of HandCash or any third party.

5.2 You may not use, frame or utilize framing techniques to enclose any HandCash trademark, logo or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page) without HandCash's express written consent. Further, you may not use any meta tags or any other "hidden text" utilizing a HandCash name, trademark or product name without HandCash's express written consent.

6. MARKETING COLLATERAL

6.1 You are granted a limited, nonexclusive right to create a hyperlink to this Site provided such link does not portray HandCash or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner. You may not use a HandCash logo or other proprietary graphic or trademark of HandCash to link to this Site without the express written permission of HandCash. This limited right may be revoked at any time.

6.2 HandCash makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of sites accessible by hyperlink from this Site, or sites linking to this Site. The linked sites are not under the control of HandCash and HandCash is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. The inclusion of any link does not imply affiliation, endorsement or adoption by HandCash of the site or any information contained therein. When leaving the HandCash site, you should be aware that HandCash's terms and policies no longer govern, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that site.

7. USER CONDUCT

7.1 In using this Site, and any of the services it offers, you agree:

7.1.1 Not to use the website or App in such a way that is in violation of any applicable law or regulation;

7.1.2 Not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site, App or affiliated or linked Web sites;

7.1.3 Not to violate, or attempt to violate the security of HandCash. Violations of system or network security may result in civil or criminal liability. HandCash will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

7.1.4 Not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites.

7.1.5 Not to upload, post or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;

7.1.6 Not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;

7.2 In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account (if applicable), and that you will comply with all applicable local, national and international laws and regulations in this regard.

8. INDEMNIFICATION

You shall remain solely liable for the content of any messages or other information you upload or transmit to HandCash. You agree to indemnify and hold harmless HandCash from any claim, action, demand, loss or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your conduct, your violation of this end-user agreement, or your violation of any rights of a third party.

9. SUBMISSIONS

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to HandCash, or postings on this Site, are non-confidential and shall become the sole property of HandCash. HandCash shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to

HandCash irrevocably waives any and all “moral rights” in such materials, including the rights of paternity and integrity.

10. EMAIL DISCLAIMER

10.1 The information in all e-mail messages (document and attachments) sent by an employee / electronic agent / a legal member of HandCash is confidential and may be legally privileged. The information transmitted is intended only for the person(s) or entity to which it is addressed. If you are not the intended recipient(s), please notify the sender immediately and then delete this email (document and attachments). Do not disclose the contents of this email (document and attachments)

to any other person, nor make any copies thereof.

10.2 Internet communications cannot be guaranteed to be secure or error-free. Neither HandCash nor the sender accepts liability for any errors or omissions in the contents of messages which arise as a result of email transmission. If verification is required, please request a hard copy version. Also take note that email can possibly contain viruses and that the recipient is responsible for checking and deleting viruses. In no event will HandCash or the sender be liable to anyone for any indirect, special, consequential or direct damages arising from the transmission of email messages, the opening of email messages and their attachments, or any use thereof whatsoever.

10.3 No employee is authorised to conclude a binding agreement on behalf of HandCash by email without the express written confirmation of a director of HandCash. Nothing contained in said email shall be construed as a legally binding agreement or an offer to contract.

11. PROHIBITED TRANSACTIONS

11.1 You agree that you will not use the App to accept payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties.

11.2 You will not use the App, the HandCash website or any of the services offered therein for any unlawful or fraudulent activity. If HandCash has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated.

11.3 You will cooperate fully with HandCash to investigate any suspected unlawful, fraudulent or improper activity.

11.4 You acknowledge that HandCash will provide data to regulatory authorities as requested to enable them to investigate suspicious transactions.

11.5 You agree not to impersonate a HandCash User or a HandCash representative, or to request that

a HandCash customer provide you with their password or other information to access their account.

12. DEPOSITS AND BALANCES

12.1 You acknowledge that HandCash does not hold a deposit-taking license (a banking license). Bitcoin cash balances held in the App are not deposits.

12.2 You acknowledge that Bitcoin cash is not regulated by the Financial Services Board, and is not regarded as a Financial Market Security as defined in the relevant Acts. You are encouraged to seek advice from a qualified Financial Advisor with regard to holding Bitcoin cash, and it is accepted that HandCash is not providing advice in regard to any investment decisions taken by you.

13. SECURITY

13.1 HandCash makes every effort to ensure the security and integrity of your account and we make use of sophisticated systems to accomplish this. You understand however, that there is a compromise made between the extent of these security systems and the inconvenience to you, the user.

13.2 You understand that security still relies heavily on the use of a secure credentials and undertake to contact us at once if you believe your credentials have been compromised, or if someone has transferred or may transfer money from your account without your permission.

13.4 HandCash does not holds the Private Keys of the Bitcoin cash addresses used in the HandCash App. You need to take steps to protect the security of these cryptographic keys, and not disclose these Private Keys to any User.

14. FEES

You understand that HandCash may charge fees for the use of any of the services it provides. These fees will be published on the Site and may change from time to time. Your acceptance of this agreement indicates your acceptance of these fees and any change to these fees which may occur now or in the future.

15. DISCLAIMER OF WARRANTIES

15.1 YOU UNDERSTAND AND AGREE THAT THIS SITE, APP AND THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS

AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THIS SITE AND APP IS AT YOUR SOLE RISK.

15.2 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HANDCASH AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY HANDCASH OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

15.3 YOU EXPRESSLY AGREE THAT USE OF THIS SITE, AND APP INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE AND APP, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH

CONTENT, DATA AND/OR SOFTWARE.

15.4 YOU ACKNOWLEDGE THAT HANDCASH DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THIS SITE, EXCEPT AS OTHERWISE AGREED IN WRITING, HANDCASH AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THIS SITE.

15.5 HANDCASH DOES NOT MAKE ANY WARRANTY THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE, APP OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. HANDCASH DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS SITE OR INFORMATION PROVIDED BY HANDCASH VIA EMAIL OR OTHER MEANS, ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. NOR DOES HANDCASH MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF HANDCASH OR ITS CONTENT OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SITE.

15.6 HANDCASH ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY A USER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, NONDELIVERIES OF CONTENT OR EMAIL, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OF CONTENT OR EMAIL, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF HANDCASH, ITS AFFILIATES, ITS LICENSORS OR A USER'S OWN ERRORS AND/OR OMISSIONS.

15.7 HANDCASH DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THIS WEB SITE WILL BE MAINTAINED.

15.8 ALL THE INFORMATION APPEARING ON THIS SITE AND APP IS PROVIDED WITHOUT A REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND HANDCASH DISCLAIMS ANY LIABILITY TO THE USER IN THIS REGARD.

16. LIMITATION OF LIABILITY

16.1 HandCash has taken reasonable steps as far as is possible, to ensure the accuracy and completeness of the content shown on this site, to ensure that the user doesn't suffer any loss or damages as a result of the use of this site.

16.2 UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL HANDCASH OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING HANDCASH OR RELATED SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE HANDCASH OR ANY CONTENT PROVIDED BY OR THROUGH THIS SITE, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF HANDCASH HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.3 HANDCASH SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH ANY ACTIONS OR TRANSACTIONS BY AN INDIVIDUAL THAT USES YOUR USER CREDENTIALS WITH YOUR CONSENT OR KNOWLEDGE OR ANY CAUSE OVER WHICH HANDCASH DOES NOT HAVE DIRECT CONTROL, INCLUDING, BUT NOT LIMITED TO, PROBLEMS ATTRIBUTABLE TO COMPUTER HARDWARE OR SOFTWARE (INCLUDING COMPUTER VIRUSES), TELEPHONES

(OR OTHER COMMUNICATIONS EQUIPMENT), OR INTERNET SERVICE PROVIDERS.

16.4 HANDCASH SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH ANY PRODUCT, SERVICE OR OTHERWISE, PURCHASED OR USED AS A RESULT OF THE USE OF THIS SITE. IT IS EXPRESSLY UNDERSTOOD THAT THE USER IS AWARE THAT HANDCASH PROVIDES A SERVICE TO BRING BUYER AND SELLER OR SERVICE OFFERER AND SERVICE CONSUMER TOGETHER, AND ACCEPTS NO RESPONSIBILITY FOR THE QUALITY, RELIABILITY, SAFETY, FUNCTION, SUITABILITY OR OTHERWISE, OF A PRODUCT PURCHASED, SERVICE USED, OR OTHERWISE, AS A RESULT OF THE USE OF THIS SITE.

16.5 HandCash shall not be liable for any fraud, deception or misrepresentations by Users of the Service in any capacity whatsoever.

16.6 In no event shall HandCash be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software) or for any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

16.7 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, in such jurisdictions, liability is limited to the fullest extent permitted by law.

17. USER'S LIABILITY TO HANDCASH

In the event that HandCash takes action against you for breach of these terms of use, you agree to reimburse HandCash for all legal costs, including tracing fees and collection commission, on a scale as between attorney and own client.

18. APPLICABLE LAW

The terms and conditions pertaining to any products or services appearing on this site or pages shall be governed and interpreted in accordance with the laws of Spain. Use of the service offered on this site or pages will constitute the users consent and submission to the jurisdiction of the Spanish courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or such products or services.

19. TERMINATION

Notwithstanding any of these terms and conditions, HandCash reserves the right, without notice and in its sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site.

20. SEVERABILITY

If any provision of this end user agreement is held to be invalid, void or for any reason unenforceable, then that provision shall be deemed severable from this end user agreement and shall not affect the validity and enforceability of any remaining provisions.

21. DOMICILIUM

HandCash chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature: TBD, Madrid, Spain.

22. TERMS

22.1 The terms “The User” and “You” are used interchangeably and refer to all individuals and/or entities accessing this web site for any reason.

22.2 The terms “we” and “HandCash” are used interchangeably and refer to HandCash itself and all individuals and/or entities acting directly on behalf of HandCash.