

1.Introduction

These guidelines are drafted by CHANGENOW INTERNATIONAL LTD., duly organized under the laws of Belize (hereinafter referred to as “We”, “Company”, “ChangeNow”) only for information purposes and contain underlying provisions of the service level we aiming to pursue. In no event shall this document (or any version thereof) be deemed an offer or otherwise binding on ChangeNow and the user, and cannot be relied upon as the Company’s representation or warranty of any kind. This document is not an advertisement to an unlimited group of persons. By drafting this document, we do not intend to provide the basis of any decision or give recommendations.

2. Definitions

Agreed Service Time (AST) - indicates the agreed working time of the service, at which the service should function normally.

Support response time - the time from when a case about an alleged malfunction has been submitted in the case management system by User/Partner to the time when the work on restoring the availability of the service has begun and support engineer has made contact regarding the issue reported in the case.

Downtime - the sum of downtime over a period, except for downtime caused by the following reasons:

- Scheduled maintenance.
- Negative activity of the User/Partner, which led to a negative impact on the components of the Service (spam, spoofing, violation of the Terms of Use, etc.).
- Other uncontrolled events classified as force majeure.

Availability (%) — is a ratio calculated each period that the Service is available to the User/Partner. Defined by the formula: $((AST \text{ over a period} - \text{Downtime over a period}) / AST) \times 100\%$.

For example, with a total downtime of 21 minutes per month, the availability ratio is $= (30 \times 24 \times 60 - 21) / (30 \times 24 \times 60) \times 100 = 99.95\%$.

3. Service Level

3.1 General Information

Agreed Service Time (AST)	24 x 7
Agreed Service Support Time (ASST)	24 x 7

Average API Response Time	350 ms
API Availability	99.95 %
Support Response Time	10 minutes
Maximum deviation from expected rate (1)	3%
Average Exchange time (if there are no blocking factors) (2)	5 min
Number of unique supported currencies	not less than 40 currencies for pay-in not less than 150 currencies for pay-out
Coin Maintenance Update / Update about a coin getting disabled	15 minutes starting from the time a coin is disabled on the partner's side 24 hours before scheduled maintenance (e.g. node update)
Planned API Maintenance Update	1 working day before the start of the maintenance
Accident warning time	10 minutes from the moment of the accident
Solving issues related to exchanges (from the moment the issue is detected/reported by the User) (3)	Average Time to Resolution - 3 hours
- Deposit Not Detected - The Coin is Deposited but it is not detected for order processing. (3)	Average Time to Resolution - 3 hours
	Max Time to Resolution - 12 hours
- BCH/BSV Split Coins Refund (if possible) - BCH/BSV received from the user that do not match the exchange (3)	Average Time to Resolution - 8 working hours
- Deposit Time Out - Fixed-Rate Exchange Completion / Refund in cases when coins are deposited after the defined time (3)	Average Time to Resolution - 3 hours
	Max Time to Resolution - 12 hours
- Incorrect Recipient Address - Exchange Completion / Refund in cases a User provides incorrect recipient address (3)	Average Time to Resolution - 3 hours
	Max Time to Resolution - 12 hours

- Incorrect Extra_id (memo) of the Recipient Address - Exchange Completion / Refund in cases a User provides incorrect Extra_id (memo) of the Recipient Address (3)	Average Time to Resolution - 3 hours
	Max Time to Resolution - 12 hours

(1) - in case of high volatility in the market, ChangeNOW can stop the exchange in case of fluctuations of more than 3%. In this case, a further decision is made with the Partner/User on whether to make a Refund or change the flow (from Fixed to Standard).

(2) - time is counted from the moment of transaction, which has 2 confirmations.

For the coins listed below the exchange time can be increased up to 24 hours due to the ChangeNOW and partner's requirements for more confirmations: BSV, USDT, KMD, BTG, XZC, ZEN, RVN, DGB, BCH.

(3) - time is counted from the time the support ticket is received

3.2 Force majeure circumstances

Force majeure - extraordinary event or circumstance beyond the control of the parties, prevents one or both parties from fulfilling their obligations under the SLA.

The occurrence of force majeure circumstances extends the terms of the fulfillment of the SLA proportionate to the duration of their influence.

4.Limitation of liability

NOTWITHSTANDING THE FOREGOING, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THE DETAILS SPECIFIED IN THIS DOCUMENT ARE ONLY FOR INFORMATION PURPOSES.

CHANGENOW DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS, INCLUDING ANY REQUIREMENTS AND EXPECTATIONS WITH REGARD TO SERVICE LEVEL (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) DATA PROVIDED WILL BE ACCURATE OR (D) ANY CONTENT MADE AVAILABLE TO YOU IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND AND AGREE THAT CHANGENOW SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR

BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF CHANGENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT THE AGGREGATE LIABILITY OF CHANGENOW TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL EXCEED **500 EUR**.

5. Miscellaneous

5.1. It is expressly understood and agreed that these guidelines shall not be binding on ChangeNow and users, (ii) no liability or binding obligation is intended to be created between ChangeNow and the user pursuant to these guidelines, and (iii) any legal rights and obligations between ChangeNow and users shall come into existence only if expressly provided for herein.

5.2. Nothing in these guidelines shall be construed as creating a joint venture, an agency relationship or a legal partnership.

5.3. This document is governed and shall be construed in accordance with the laws of England and Wales.

5.4. ChangeNOW may either cease to provide any guidelines on service level or revise these guidelines at any time and without notice to you or third parties. To review the new version of the guidelines you may follow the link [<https://changenow.io/>].