



SolCap, Ltd. | Complaints Management Procedure

LAST UPDATED: Monday, October 18, 2021.

Complaints Management Procedure (the “CMP”) for addressing the Client's complaints regarding the provision of the Services (as said term is defined below) offered by “SolCap Ltd.” (“SolCap”), through its Platform.

BY CLICKING ACCEPT, OR BY ACCESSING OR USING OUR SERVICES (AS DEFINED IN THE TERMS OF USE), YOU ACCEPT THIS CMP IN FULL, AS WELL AS THE OTHER TERMS INCORPORATED BY REFERENCE.

PRELIMINARY

This “CMP” governs how complaints from the Client will be handled by SolCap (hereinafter the “Client”, and jointly with SolCap the “Parties”). When accessing and/or making use of the Services (as said term is defined below) through SolCap’s platform or by other electronic means that allows the Client to use any service provided by SolCap, the Client accepts this CMP.

The Client accepts and acknowledges that SolCap may modify, at any time, this CMP which he tacitly accepts. In this sense, each time an update is made to the document and the Client continues to use the Website or Platform, it will be considered that they have tacitly accepted said modifications and that the current version of the CMP will retroactively govern any complaint to be carried out by the Client. Similarly, the Client undertakes to review the CMP and its applicability periodically.

SolCap states that it is a British Virgin Island Corporation, formed on April 16th, 2021, with Registration Number 2060330, Registered Address located at Craigmuir Chambers, Road Town, Tortola, VG 11100, BVI.

CLAUSES

First: Object

If a Client is unable to solve an issue regarding the Services (as said term is defined below) directly through SolCap’s Platform (as said term is defined below), or if he is not satisfied with the initial response, he may file a formal complaint following this CMP. The Client may contact SolCap’s technical support at any time through email:

support@soliduscapital.io

Second: Consent

The Parties agree that regardless of the signature or absence of the signature of the CMP, it will be considered consent, regardless of whether or not there are any means of acceptance (including without limiting any click or act of express consent), (i) when accessing or making use of SolCap's Services (as said term is defined below) (ii) accessing SolCap's Website or Platform through <https://www.soliduscapital.io>; or (iii) when using any service provided by SolCap. If the CMP is not acceptable to the Client, the Client must immediately suspend the use of any service, platform, means of provision, or payment operated or administered by SolCap.

The Client acknowledges that the acceptance of this CMP has the same legal effect as if the physical or digital signature had been embodied in an agreement of wills and accepts that their consent will be obtained electronically in the following terms.

Third: Definitions

For the purposes of the CMP, the terms with an initial capital letter will have the meanings indicated below, except on those occasions when they are not following the text:

"The Site", "Site", "The Platform", "Platform": Means of access to the Services, both on the mobile platform and the web platform (<https://www.soliduscapital.io>).

"SolCap" "We", "Our", "Company", or other equivalent terms: Entity or related entities that serve as providers of the Services.

"Services": the services provided by SolCap that consist of the provision of liquidity and buying and selling Digital Assets and converting from/to FIAT, through computer applications (including mobile applications), internet page interfaces, or any other means of electronic or digital communication, Stewardship and Education on Digital Assets, Custodial Solutions and Implementation Portfolio Customization, Strategy Design Exclusive PE/VC Deal Flow, Investment Feasibility Analysis and; Funds Management and Co-Management consolidation of equities in one basket through a diversified portfolio of private companies in the Digital Assets Ecosystem.

"User", "You" or "Client": indistinctly, the users of the SolCap Services, including without limitation registered Clients, as well as any visitor who uses the SolCap Site, regardless of the level at which their registration is found verified.

Fourth: Limits to Procedure

The CMP does not apply to complaints made by or about SolCaps employees.

Fifth: Filing a Complaint

Any complaint shall be made in writing and address to the Complaints Officer at: leg@soliduscapital.io

Sixth: Content of the Complaint

When filing the complaint, the Client shall include:

- Full Name
- Phone
- Email
- Full description of the complaint

The Client shall attach any documentation supporting or related to the complaint.

Seventh: Acknowledge of the Complaint

The Complaints Officer shall acknowledge the complaint in writing within three (3) business days of receiving it. Such acknowledgment shall be made via email, through the address provided by the Client.

Eighth: Processing of the Complaint

Immediately after receiving the complaint, the Complaints Officer shall carry out an internal investigation and may request the support that may be required from the departments of SolCap in order to clarify the situation and give proper solutions. In this sense, the Complaints Officer at his sole discretion may request any kind of document, physical or electronic, necessary to clarify the complaint filed. All SolCap departments shall comply with the Complaints Officer's request.

The Complaints Officer may also contact the Client to further clarify the terms or scope of its complaint.

The Complaints Officer shall conclude the investigation of the complaint within fifteen (15) working days of receipt of the complaint.

Ninth: Claim Resolution

The Complaints Officer shall notify the Client of the result of his investigation and his resolution. Such notification shall include:

- Date of Complaint
- Findings during investigation
- The Action that was taken or to be taken by SolCap to solve the issue (if the complaint is successful)

Such notification shall be made via email, through the address provided by the Client.

Tenth: Frontline Resolution

Where appropriate and possible, SolCap will aim to provide a resolution to the complaint via the first person contacted by the Client. This may be a member of a product service team or technical support.

Eleventh: Complaint Recording

All complaints shall be recorded by the Complaints Officer on a Customer Complaint Register. The register should consist of the below information and should be audited frequently to ensure that incidents are not being repeated and improvements are being made.

- Date
- Nature of Complaint
- Department(s) Involved
- Complaint Reference
- Decision Letter Sent (If applies)
- Date Complaint Closed

Twelveth: Miscellaneous

If any provision of the CMP is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

This CMP and the rights and obligations provided herein may not be transferred or assigned by the Client in any way, but we reserve the right to assign this, transfer or assign the information that we have collected from you on the occasion of an assignment to subsidiaries, affiliates, controllers or entities of the same business group or as a consequence of any other operation.

The Client acknowledges that a digital version of the CMP, together with the respective data chain, will be admissible as a probative instrument in judicial or administrative proceedings and that the titles of the sections of the CMP are for convenience only, and do not regulate the meaning or interpretation of any provision of the CMP.

The Client declares that he has read the provisions of the CMP and that he understands the scope of his obligations and rights derived from them, thus assuming the obligations that derive from his consent, not acting error of law or fact, violence, intent, bad faith, deceit, injury, disability or any other vice that could affect consent.

Everything not expressly provided for in this Document will be governed by SolCap, Ltd. Terms and Conditions which the client declares to know and accept.