

Terms and Conditions - Yora Settlements

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Introduction

Yora Settlements is a financial technology business and deals with exchange and transfer of cash and non-cash assets in the form of cryptocurrency. Yora deals with currencies including fiat money and cryptocurrencies. Yora is not liable for capital losses from customers investing in particular assets, however it is liable for the service of exchange and transfer it provides to its customers.

Yora has legal obligations to abide by Counter terrorism financing, anti-money-laundering and know-your-customer laws as well as AUSTRAC transaction monitoring and surveillance laws. Yora must identify all customers using the platform and will deny service to customers who do not comply with Yora's terms in regards to these laws.

This document outlines the terms and conditions the customer accepts when engaging with Yora or using its products or systems. Failure to comply with or accept the terms and conditions gives Yora the exclusive right to suspend services to customers.

Definitions

- Yora Settlements: This is the business name and will hereby be shortened to “Yora” for the remainder of the document. Yora is a business trading as MAXCOIN Pty. Ltd.
- The company: Will hereby refer to MAXCOIN Pty. Ltd. (ABN: 99642601992)
- The Yora platform: This is any system that Yora uses to conduct its business operations. This includes, but is not limited to, all of Yora’s websites, its trading and settlements systems, accounting practices, products and any interaction with a Yora employee.
- Signing up: The process of submitting your personal information and setting up your account with Yora which will allow you to use the Yora platform.
- Product: Any service or physical product provided by Yora to a customer. A service can be free or paid.
- Customer: This is a person who has made contact with Yora or is signed-up on the Yora platform. A customer who has signed up to the platform must agree with these terms and conditions.
- General advice: This refers to advice that is provided to the customer which is general in nature, regarding an asset that is listed on Yora’s platform. General advice does not take into account a customer’s financial situation and does not make a decision for the customer, it is not financial advice.
- Cryptocurrency: This refers to assets that are only classed as digital currencies/cryptocurrencies or digital assets under Australian law. Characteristics of this asset include: no physical form of the currency, no backing of legislation to ensure its value within Australia or any other jurisdiction and using methods of cryptography to secure a public ledger of transactions between nodes on a global network.
- Cash: Also known as money or fiat money, this refers to Australian dollars in digital form only (not physical notes).
- Asset: Also known as asset class, it refers to a single cash or non-cash asset listed on the Yora platform. Currently this is limited to cash or cryptocurrency.
- Account: This refers to your overall Yora profile that is listed on the Yora platform. It is the collection of information that identifies you to Yora, the balances of currency and assets listed on the platform, any trades, transactions or settlements that you have made, any information that logs your activity of using the Yora platform and any additional information that Yora keeps about your profile.

- Account balance: This is the listed balance of your account which tells you how much cash or assets is listed in your account for you to use.
- Transaction: This refers to the transfer of a single asset class from one customer to another customer. It is a broad term and extends to the processes involved in trading and other services.
- Settling: Where there is a transaction or trade, the process of settling a transaction or trade is where the actual value of assets being transacted is committed, the transaction or trade is fully completed and the total value has been transferred successfully.
- Buyer: Also known as bidder. It is a customer who wishes to acquire a particular asset.
- Seller: Also known as an asker. It is a customer who wishes to dispose of a particular asset.
- Acquisition: The process of collecting, purchasing or receiving an asset.
- Disposal: The process of selling, removing or destroying an asset.
- Trade: This refers to the acquisition of one asset class in return for the disposal of a different asset class. The simplest form of a trade consists of a transaction of acquisition from a seller to the buyer and then a transaction of disposal from the buyer to the seller.
- Reservation: Referring to the use of assets, it is when an asset cannot be actively used at the current time as it is being used for some other purpose.
- Trade order: A contract which reserves a set of assets for a trade. A trade order can be a buying (acquisition) or a selling (disposal) order and tracks some amount of one asset to be bought or sold at a particular price. A trade order will reserve the asset and will charge a fee when the order is filled by another trade order.
- Maker: The entity who creates a trade order that does not get filled at all and may be active for an indefinite amount of time before it is filled. These orders will appear as active trade orders on a market.
- Taker: The entity who creates a trade order that immediately fills another upon creation. The full value of these orders will not appear as an active trade order on a market.
- Order type: A Special type of trade order that will only be conditionally executed. These order types may be limited to a particular timespan or may operate indefinitely. These orders may be executed, cancelled, filled or re-executed many times.

- Filling: Also known as execution. Referring to trade orders, it is when one trade order matches (is at or better than the) the price of another opposing order (a buy overlapping a sell or sell overlapping a buy) and the value of one order fills a portion or the whole value of the other trade order. The process of filling invokes and commits a trade.
- Listing: This refers to an asset's right to be used, exchanged, transferred, advertised and to referenced on the Yora platform. Listed assets include any asset class that appears on the Yora platform.
- Market: This refers to the place where two different assets are traded. Each trade occurs within a particular market.
- Deposit: The act of sending assets to Yora and having them listed in your account balance.
- Deposit confirmations: A number of events that need to occur before a deposit becomes usable on the Yora platform. While a deposit is being confirmed, the assets associated with the deposit will be reserved.
- Withdrawal: The act of taking assets off the Yora platform and moving them to a different medium or storage location. While a withdrawal is being processed, the assets being moved with the withdrawal will be reserved.
- Withholding a withdrawal: The act of preventing a withdrawal from being fully committed.
- Trading commission: A portion of the sum value of a filled trade that it returned to Yora as a fee for using its services. The current trading commission is 0.5% per trade charged to each customer involved in the trade and applied to the total amount of asset that is being used to purchase another asset.
- Withdrawal fee: A portion of the amount of assets to be withdrawn which is returned to Yora as a fee for using its services.
- Disturbance: Any event or circumstances that results in the Yora platform not operating correctly or in the manner it was intended to operate.
- Your rewards: Credits to a customer's account from Yora, reimbursement or refunds of fees as a result of sales promotions run by Yora.
- Fee: A debit from a customer's account to Yora which is from the proceeds of a service which the customer must pay for.
- Delisting: The process of removing an asset from the Yora platform.

- Listing exemption: An executive decision to remove one or more requirements of a listing provided extenuating circumstances.
- Fee waiver: The cancellation or refund in part or whole of a fee paid to Yora.
- Educational product: A paid service provided by Yora whereby a seminar or other congregation occurs where a speaker presents information to an audience regarding assets related to the Yora platform.
- Media assets: Any intellectual property relating to Yora that is produced by Yora or its customers which is hosted on the Yora platform.
- AML: Anti-money-laundering. Refers to the act of preventing or reporting the processing of assets domestically in Australia and globally from the proceeds of crime through the Yora platform in order to legitimise or cover up the fact that the money was from such a source.
- CTF: Counter-terrorism-financing. Refers to the act of preventing or reporting the processing of assets through the Yora platform with the purpose of financing terrorist organisations or entities with intent of committing terrorism offences both domestically in Australia and globally.
- KYC: Know-your-customer. The process Yora uses to identify its customers and obey AML/CTF laws.
- AML/CTF laws: The Australian laws that govern the processing and reporting of transactions that hold suspicion of being associated with criminal money laundering or terrorism financing. It also concerns itself with identifying customers of businesses that come under the law.
- Inactivity: The absence of interacting with any of Yora's products.
- Marketing: Also known as sales promotion. The act of Yora participating in an event that aims to increase brand awareness or get a message out to a large audience.

General Terms

- When you sign up to the Yora platform, it is assumed you accept and have read the following terms and document in full.
- When you sign up to the Yora platform, it is assumed you accept and have read the privacy policy document in full.
- These terms and conditions are subject to change and Yora will notify you of any changes to the terms and conditions using at least one of the provided communication methods that were specified upon signing up to Yora.
- After accepting the terms and conditions upon sign up to the Yora platform, you agree to all changes in the terms and conditions into the future.
- Any asset that you deposit into Yora is your liability. Any losses are not the responsibility of Yora.
- Any asset that you deposit into Yora becomes an asset under the company and corresponds to a liability to return the asset to the customer based on their balance at the current point in time. This balance is only a valid liability if terms and conditions have not been violated and no system disturbances occur.
- Yora is not an Australian deposit-taking institution (ADI) and hence any assets you store via Yora are not subject to guarantees. Your capital is at risk and Yora is not entitled to guarantee that any deposit, listed balance or liability of any currency or asset on the platform will be returned to the customer in full.
- Yora has the right to refuse service to customers that have not completed and fully verified all KYC procedures required by the business and law enforcement.
- Any identifying information (information used in KYC processes) collected will be used for identity services and verification purposes only. This information may be stored for longer than 7 years even if you delete your account.
- Any primary information you generate from activities on Yora (such as transactions and trades) may be used for the purposes of legal arrangements, accounting and may be handed to third-parties only if the customer consents. This data may be used to provide evidence to a statutory authority and may be used to improve the services of Yora without customer consent.
- Any information that you disclose to Yora must be truthful and accurate.
- Any identifying information must be real, original, non-fraudulent (your own information) and correct.
- Customers are not permitted to create more than one account which represents themselves.
- Customers are responsible for securing their Yora account against hacks, intrusions or other disturbances.
- Any primary information that is disclosed to third-parties will be anonymised and will require customer consent.

- Consenting to an agreement to share information to unaffiliated, authority or non-legal/accounting related third parties involves checking the specific setting in the customer's settings page.
- Any glitch, bug, issue, information leak or other security or operational flaw with Yora must not be disclosed publicly and any person that has information about such issue must disclose it immediately to Yora or an employee or manager of Yora privately.
- Any arrangements such as financial remuneration or other remunerations when discovering a glitch, bug, issue, information leak or other security or operational flaw are only valid if the persons involved have not taken financial advantage of the platform in any way.
- Yora is not liable for disturbances in the Yora platform and any losses resulting from such events are not the liability of Yora.
- Yora is not liable for disturbances in services that are external to the Yora platform but are critical to operation of it and any losses are not the liability of Yora.
- Any balance listed in your account must not be sourced from a glitch, hack/intrusion, scam, criminal activity, theft or in any way unconscionable creation of new units of currency without any legitimate source. Your balance must only be sourced from your own personal assets or that on behalf of a business (provided permission) through a legitimate deposit, trade or transfer on the Yora platform.
- If your account with Yora exceeds 3 years of inactivity, Yora has the right to close your account and you agree to forfeit all assets that were currently listed.
- If an asset is delisted from the platform, Yora is not liable for any losses you incur from trading or from being unable to withdraw the particular asset from your account.
- Upon deletion of your account, you forfeit any currently listed balance and any data you have provided or generated through using Yora will remain stored for at least 7 years.
- If any of these terms are found to have been breached, then Yora has every right to refuse service, lock or delete your account and you forfeit any assets listed on your account.
- If you break any laws by performing any action or set of activities on the Yora platform, you are liable for all expenses that the business incurs as a result of the offence and Yora has the right to suspend or delete your account from its platform and in doing so, you forfeit any assets within your account.

Use of Digital Assets

- The use of digital assets (cryptocurrencies) by customers on the Yora platform is to be conducted in accordance with Australian federal law and all laws relative to the Australian state or local municipality in which the customer is a resident of.
- By acquiring digital assets, you are responsible for the use of those assets, including but not limited to:
 - Where you transfer the assets.
 - The means and to whom you transfer ownership of the assets to.
 - Whether you make any profits or losses from the trading of those assets.
 - Ensuring taxation details are correctly accounted for.
 - Paying associated service fees required by Yora or any payment intermediaries or mediums on which the assets are transferred.
- Digital assets that are used on the platform must not:
 - Be used to take financial advantage of another customer.
 - Be used to take financial advantage of Yora.
 - Be used in conjunction with a scam, fraud, or any criminal activity.
- Yora does not endorse the use, the security, the value, the brand/community or the views/opinions of the brand/community of any particular asset listed on the platform.

Yora's Services

- Yora charges fees for its service to customers. These fees will be calculated based on the total amount or value of the transaction (where applicable) before any fees have been applied to the transaction. When in any instance there is more than one fee applied to a transaction, all subsequent fees will be calculated based on the total amount or value of the transaction (where applicable) before any fees have been applied to the transaction.
- The following are the fees that are applied to Yora's services:
 - Callout/administrative fee: A flat fee for services involving the physical or over-the-phone/online presence of a Yora employee, this fee will be advertised before the service is conducted and depends on both the medium of communication and the distance that must be travelled to service a customer.
 - Trading fee: A percentage fee that is applied on all trades that are executed by a customer at the time of settlement.
 - Institutional settlement fee: A flat fee that is applied to any transaction that is manually brokered between two parties and is negotiated between Yora and both of the parties involved in the transaction.
 - Withdrawal fee: A flat (although highly variable) fee that is applied to a transaction that withdraws an asset from the Yora platform to an independent service, business or external location.
 - General service or entry fee: A flat fee that is charged whenever you engage with a listed product, service or seminar created by Yora. The value of the fee is advertised before you use the service.
- It is possible that multiple different fees can be applied to the same transaction.
- Yora has the right to refuse any customer service if they fail to be fully verified by the KYC procedures implemented by Yora or breach any part of these terms and conditions.
- Yora allows customers to freely deposit assets to the platform on the following conditions:
 - The asset is currently not halted, locked or frozen for deposits.
 - The service provider enabling deposits is fully functional and online.
 - The asset's blockchain or network is not undergoing a disturbance event.
 - The digital asset (cryptocurrency) is not a direct deposit resulting from a minting process (creation of the asset) or is sent directly from a different business, company or organisation. Customers must use their own personal means to deposit onto the platform.
 - The asset is sent directly to Yora using the instructions Yora has provided with regards to the deposit of the asset.

- The total value of the asset is above a minimum that is defined by Yora on a per-currency basis.
- Yora is not entitled to investigate incorrect deposits or withdrawals if the total cash value amount is less than \$1000 Australian dollars or if any of the above conditions are not followed.
- A customer's balance is a representation of a liability that Yora has to the customer in returning those assets to the customer that can only be performed through a withdrawal from their account and no other means.
- Any withdrawals made to incorrect addresses or accounts is not the liability of Yora and Yora is not responsible for any actions of intermediary networks in delivering the transaction to the recipient.
- Withdrawals are not refundable under any circumstances once they have been executed.
- Yora will aim to satisfy all withdrawal requests as fast as possible with the following exceptions:
 - Yora may withhold a withdrawal request for security purposes.
 - Yora may withhold a withdrawal request and lock your account if a withdrawal is cancelled.
 - Yora may withhold a withdrawal request if you have insufficient funds to pay the fees associated with the withdrawal.
 - Yora may withhold a withdrawal request if you have made a withdrawal that is below a minimum or above a maximum withdrawal amount for a particular currency.
 - Yora may withhold a withdrawal request if you have not completed and verified all required KYC procedures implemented by Yora.
 - In the event the Yora platform is flooded with withdrawal requests, some requests may be delayed or rejected.
 - In the event there is a network disturbance or issue with the Yora platform, a withdrawal may not be processed.
- Customers may trade assets freely on the platform under the following conditions:
 - That they pay all fees associated with listed trading commissions.
 - That the value of the settlement of each trade is calculated from the price listed on the trade order of the maker.
 - That they are verified fully under all KYC procedures implemented by Yora.
 - They obey any current laws relating to market trades and behaviour whilst trading.
 - That there are limits associated with trading and that a trade may not be executed if it is below a minimum or above a maximum value that can be traded.
 - That any trade is not refundable under any circumstances once it has been settled in part or entirely.

- That they understand that losses can occur from trading over periods of time and that Yora is in no way liable for losses made.
- That a trade is in no way related to a scam, theft or any other questionable or criminal activity.
- In the event there is a network disturbance or issue with the Yora platform, a trade may be cancelled or fail to process correctly.
- Customers may use different order types to trade their assets conditionally on a particular market:
 - That the trade order type will only do what it is configured to do and it is entirely the user's liability if the method is flawed or fails.
 - That losses made by using the different trade order types are not the liability of Yora.
 - In the event there is a network disturbance or issue with the Yora platform, a trade order that uses a specific order type may not function correctly and any losses are not the liability of Yora.
 - All terms that apply to trades made on the Yora platform also apply to the trades that use these order types and are under the liability of the customer.
- Yora has every right to freeze any assets in your account at any moment and prevent you from continuing to use the service by locking your account for any reason.
- Yora may produce information relating to taxation that acts as an aid for customers when dealing with claiming and reporting trades for taxation purposes. This information acts as a guide and is not professional financial, legal or taxation advice. Yora recommends the use of a professional accountant to provide advice on such matters.
- Any consultation delivered by Yora delivers information that is general in nature only and is not professional financial, investment or trading advice. The use of the information delivered is the liability of the customer and they should seek professional financial advice from an authorised entity or accountant.
- Information delivered in educational seminars is not financial, investment or trading advice and is subject to change at any time. It is not guaranteed that this information is accurate and customers should seek professional financial advice from an accountant or other authorised personnel when making financial decisions.
- Persons allowed to attend any events run by Yora are only those who have paid the attendance fee (where any is applicable) in full prior to the event commencing.
- Any information presented on the Yora website, social media, the Yora platform or in any other form of materials produced by Yora are not financial, investment or trading advice and customers should seek professional financial advice.
- 'Your rewards' are a sales promotion method and form of rewards that do not expire and are listed on your account until you claim them.

- 'Your rewards' can only be claimed on the Yora platform after becoming eligible to receive them as per the description of the reward and you agree that if you do not meet the eligibility requirements of the reward, you will not receive any credit from the sales promotion.
- Included in all eligibility requirements of every type of 'Your rewards' is the requirement the customer's account to be fully verified by Yora's KYC procedures and the requirement to not have any locks, freezes or other restrictions currently in-effect on the customer's account.
- 'Your rewards' are delivered as a credit to your account using a particular asset when a reward has been deemed eligible for an action that was performed.
- 'Your rewards' can only be claimed once per reward no matter which branch or site unless explicitly stated otherwise.
- Sales promotions may be spontaneous and sometimes only be available for a short period of time. It is not the liability of Yora if a customer has missed out on the opportunity to obtain any rewards under any circumstances.
- Some asset classes may not be eligible for certain rewards and it is not the liability of Yora if a customer has missed out on the opportunity to obtain any rewards under any circumstances.
- Yora has the right to use the contact information provided for the following purposes:
 - For providing important communications such as changes made to your account or a new set of terms and conditions
 - For providing marketing-related communications where the customer consents
 - For verification purposes

Asset Listings

- Any customer can list a cryptocurrency of their choice and must pass a strict set of rules and requirements specified by a listing agreement and form.
- The customer must have a Yora account in order to list an asset.
- The customer assumes all liability for the following situations regarding a listed cryptocurrency:
 - The cryptocurrency software causes damage or disrupts Yora's systems, platform or infrastructure.
 - The cryptocurrency network or blockchain fails and results in customers losing their funds on the Yora platform.
 - The cryptocurrency causes legal issues for Yora.
- Customers must pay a monthly listing fee under the following conditions:
 - Where Yora has not waived the listing fee.
 - Where the asset does not make the equivalent fee or more in trading commission. For example, if the listing fee is \$100 and the asset makes \$75 in trading commission for Yora in that month, then the fee is only \$25 for that month.
 - Listing fees are payable in any asset supported by Yora including the asset to be listed.
 - The listing fee is priced using the spot price of the asset on the Yora platform at the time that listing fees are charged except for when the asset being used on the first invoice is that of the listed asset. In that case, Yora will determine the exchange price based on external measures.
- The listing fee is subject to indexation and continued re-indexation over time.
- The asset may be refused a listing under the following circumstances:
 - It does not satisfy the listing criteria found in the application form provided.
 - The foundational idea, principle, premise, specifications or function of the asset is against the interests of Yora or its policies or values.
 - The asset has made 3 historical applications to be listed, all of which have been unsuccessful.
 - The asset is deemed to be a scam or implements a questionable scheme of any sort.
 - Information provided was fraudulent, false, misleading or otherwise unavailable or not submitted to Yora.
- The asset may be delisted under the following circumstances:
 - The Customer who is in management of the asset's listing does not pay the required fee
 - The customer must pay the listing fee within 1 month of the relevant invoice being issued.

- If the customer does not pay within the 1 month period, then the relevant asset will cease trading on the Yora platform for up to 2 months.
 - The customer will still be billed for subsequent months during this trading halt.
 - If the customer does not pay within the trading halt period, the asset will be delisted according to the delisting processes provided below.
- The asset listed becomes a known scam.
- The asset listed is used for money laundering or other criminal activities.
- The asset listed no longer is in the interest of Yora or its policies or values.
- The blockchain of the asset is found to have foundational issues or low blockchain security or where there is a request from the customer responsible for the asset to lock withdrawals and/or deposits more than 4 times in 1 year.
- The software of the cryptocurrency is requested to be updated on the Yora platform more than once in 2 months.
- The customer representing the asset has their account terminated or suspended without transfer to a new representative.
- A community representative is found to have publicised views or reputation that damages the image of Yora in any way.
- The process for a asset being delisted is as follows:
 - Customers will be contacted and notified that a delisting is taking place for a particular asset and that in 3 months, a trading halt will be placed on the asset.
 - After 3 months a trading halt will be placed on the asset meaning that no trades can occur. This trading halt will continue indefinitely.
 - All orders that are currently on any market that contain the asset will be cancelled automatically without customer discretion.
 - Customers will be asked to withdraw their assets from the platform and deposits of the asset will no longer be accepted.
 - The state of the asset will be held as-is for 3 months, allowing users to withdraw their assets.
 - Customers will be contacted again 1 month before the 3 month window elapses and reminded that the asset is being delisted and they must withdraw any remaining assets.
 - After the 3 month withdrawal period, customers will no longer be able to withdraw their asset and they forfeit any outstanding balance of that asset listed within their account.
 - 1 month after the 3 month period, the asset will no longer appear on the Yora platform.
- Once the asset is delisted, it may no longer be listed again.

Copyright and use of Yora Media Assets

- The following terms relating to the use of media assets and copyright of the works of Yora refer to not only the customers of Yora but also to any entity that engages in copying of material that is publicly available and provided by Yora or any media assets made available by Yora.
- None of Yora's media assets are to be used with the proceeds of commercial or personal monetary gain (media assets are not to be used with the intent of increasing or making profit) without explicit permission or contract from Yora.
- All media that is portrayed in educational products is subject to copyright and distribution restrictions. No media from the educational products are freely distributable or copyable without written permission from Yora.
- Any specific media distributables made public by Yora (this includes only "media packages") are freely distributable and copyable so long as the works are claimed as property of Yora.
- Any general media assets such as the Yora website, assets on the website and the Yora logo are restricted and not allowed for redistribution without written permission from Yora.
- Any views expressed by actors or other persons present within or external to any advertisement may not be the true views or opinions that Yora holds and Yora is not liable for any materials they produce external to the advertisement.
- Any program code or executables that are created and provided by Yora wherever it may be accessible from, including but not limited to the Yora website, Yora platform or other Yora clients that are used to interact with the platform, is the full intellectual property of Yora and the modification or distribution of the property is strictly prohibited unless explicit written permission from Yora is obtained.
- All documentation, website content and other written or digital pieces of content that are cited by Yora to be made solely by Yora are the full intellectual property of Yora and are not to be copied or distributed unless explicit written permission from Yora is obtained.

Usage of the Yora Platform

- The only remote internet domains that are authorised to be accessed publicly include:
 - The domain yora.tech
 - The subdomain api.yora.tech
 - The subdomain app.yora.tech
- Yora maintains the liability and authority over the content and services provided by the above domains which make up the Yora platform.
- Any program code or client that connects to or uses such domains in any way that did not otherwise originate from the above domains is not the liability of Yora.
- Any program code or client that connects to or uses such domains in any way that did not otherwise originate from the above domains must not be used for any commercial use unless explicit written permission is provided by Yora.
- Any losses that you make from incorrectly using the services provided by the above domains is not the liability of Yora.
- Any glitch, bug, issue, information leak or other security or operational flaw with the services provided by the above domains must not be disclosed publicly and any person that has information about such issue must disclose it immediately to Yora or an employee or manager of Yora privately.
- You must not misuse any of the above domains or the services behind them. Misuse includes, but is not limited to:
 - Performing penetration testing without explicit permission from Yora
 - Attempting to hack, break or cause a disturbance in the yora platform
 - Triggering rate-limits on the amount of requests you can perform in any given period of time
 - Leaking private or unauthorised information from any location on these domains
- To be able to use any of the services found on the above domains, you must accept all the terms in this document and not breach any of them during or before you use any of the domains provided above. If this is not followed-through, Yora has the exclusive right to deny your client, account or registered IP address from using these domains.

Contact and Additional Information

Business information

MAXCOIN Pty. Ltd. trading as Yora Settlements

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