

TERMS OF SERVICE

20.01.2024

These Terms of Service (the “Terms”) apply as a contract between ACM EXCHANGE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, registered in Bartycka 22B/21A, 00-716 Warsaw, Poland, registration number 5214025299 (also referred to in these Terms as “we”, “our”, “ours” or “us”) and the User (also referred to as “you”, “your” or “yours”).

Before engaging with our Services, you should read these Terms carefully and in full. You understand and agree that by creating an Account and using our Services, you agree to be bound by these Terms and other applicable agreements between you and us. If you disagree with these Terms in full or in part, you shall discontinue your use of the Services and close your Account in accordance with the procedure outlined in these Terms.

You further acknowledge and agree that we have a right to reaffirm your acceptance of these Terms from time to time as a precondition to your continued use of our Services. Any actions initiated by you after entry into force of the updated version of these Terms shall be subject to the amended provisions.

ELIGIBILITY

The availability of our Services depends upon several factors that determine your eligibility to engage with them. We may refuse to provide our Services in specific locations and jurisdictions, and information regarding these restricted areas shall be communicated to you through our official communication channels as laid down in these Terms.

To be considered eligible to use and engage with our Services, you must affirm that: (a) you have attained the age of at least 18 years, or otherwise have reached the age of majority in the country of your residence making you legally capable of entering into agreements and abiding by their terms, (b) you have never been suspended or subjected to any other form of restriction from using our Services, (c) entering into a binding agreement with us does not conflict with or violate any other contractual obligations to which you are legally bound, (d) you are not situated or residing in any restricted locations or jurisdictions, including those subject to economic restriction measures imposed by the European Union (the EU) and the Republic of Poland, including economic restrictions and trade embargoes, and (e) you are not subject to any international sanctions, including those imposed by the EU and the United Nations, or affiliated with companies, groups, or entities subject to international sanctions, nor do you otherwise represent such natural or legal persons.

For individuals intending to use the Services on behalf of a legal entity, eligibility is determined by meeting these requirements: (a) your organization has been incorporated in compliance with the legal provisions of its jurisdiction, (b) your organization conducts its activities in accordance with applicable laws and regulations, (c) you possess the legal authorization to represent your organization and enter into legally binding agreements on its behalf, which you are able to demonstrate by appropriate means, (d) your organization is not subject to any international sanctions, including those imposed by the EU and the United Nations, or affiliated with companies, groups, or entities subject to international sanctions, nor does it otherwise represent such natural or legal persons, and (e) your organization does not fall within the definition of Prohibited Businesses as outlined in Annex 1 to these Terms and is not engaged in, nor does it represent itself in any of the sectors specified in Annex 1.

We retain the right to assess your eligibility to access and use our Services at any time by evaluating your adherence to the eligibility criteria outlined above. In the event of amendments, modifications, or expansions of eligibility criteria, we may reevaluate your eligibility accordingly. We may request proof of eligibility if deemed necessary. All determinations, including initial and ongoing assessments of your eligibility, are final.

ACCOUNT

Account Registration

Registration of an Account is a mandatory requirement for accessing and utilizing any of our Services. By accepting these Terms, you confirm that you are registering an Account for your own use and on your behalf. To register an account with us, follow the specified steps as outlined below:

- a. Users are required to connect a Metamask wallet to their Account. We rely on Metamask as a secure means of wallet integration for the purpose of transacting virtual assets.
- b. You must connect your payment account to your Account to enable the App to initiate payments from your payment account.
- c. Upon successful bank account linking, users are obligated to undergo Know Your Customer (KYC) and Anti-Money Laundering (AML) verification procedures. This step ensures the authenticity and compliance of user identities with regulatory standards, the specifics of which are laid down in these Terms below.
- d. Subsequent to KYC/AML verification, users' information will be subject to Anti-Money Laundering (AML) and Politically Exposed Persons (PEP) screening. This process is designed to identify and mitigate potential risks associated with financial transactions, including those involving virtual assets.

Third-Party Representation

In cases where a third party, such as a legal representative, registers an Account on your behalf, you acknowledge that we may necessitate proof of authorization granted to that third party. This may include documentation such as a Power of Attorney or other relevant forms of authorization. By registering an Account, you understand and warrant that appointing a third party to act on your behalf, even with explicit permission to perform actions like registering an Account and linking your Metamask wallet to the Account does not absolve you of your obligations under these Terms. Any actions taken by a third party on your behalf are considered authorized by you, aligning with your direct or indirect instructions. By accepting these Terms, you affirm that you bear full responsibility for the instructions provided to any authorized third party and for any resulting actions or omissions.

Limitation on Multiple Accounts

Each user, whether a natural person or a legal entity, is permitted to create and operate only one Account. Duplicate Accounts associated with information already submitted to another Account will be subject to suspension.

KYC/AML Verification

To attain the status of our User, users are required to possess a fully registered Account that has successfully passed our KYC/AML Verification process. The KYC/AML Verification may necessitate additional information from you. Please be aware that some of the information we request may be classified as personal data under the European General Data Protection Regulation (GDPR). For a comprehensive understanding of the information required for Compliance Clearance and your rights pertaining to your personal data, please refer to our Privacy Policy.

By proceeding with the registration process, you acknowledge and agree to the terms and conditions detailed in this Account Registration section of our Terms of Service. We recommend carefully reviewing our Privacy Policy for a comprehensive understanding of how we handle your personal data and the rights associated with it. If you need to alter or revoke authorization granted to a third party, you can do so by submitting a written notice to us via one of the official communication channels outlined in these Terms below.

Account Closure

You have a right to close your Account at any time. To initiate the closure process, you must disconnect and remove your connected bank account and/or connected Metamask wallet, if applicable. Upon closure, you will be provided with instructions on transferring your Cryptocurrency funds available on your Account out of the Account to the Metamask wallet associated with the Account.

The disconnection and removal of connected accounts and wallets shall be completed at your sole discretion and under your sole responsibility as these actions signify your intent to close your Account. Users are encouraged to review and safeguard any personal or financial data associated with their Accounts before proceeding with closure.

Account Suspension and Termination

We retain the right to suspend, restrict, or terminate your Account and limit your access to our App under various circumstances, including but not limited to the following:

- a. We have reason to believe that your actions may harm our reputation or have resulted in adverse consequences.
- b. We are legally obligated to do so by a regulatory authority, court order, law enforcement request, or any other competent authority.
- c. There are reasonable grounds to suspect a breach of these Terms or any other applicable agreement.
- d. There are reasonable grounds to believe that a transaction or order is erroneous.
- e. Suspected unauthorized or fraudulent access to your Account, or if we believe login into your Account has been initiated without your consent or knowledge.
- f. We suspect a compromise in the security of your Account.
- g. There are reasonable grounds to suspect money laundering, terrorist financing, fraud, or other financial crimes.
- h. Your Account is subject to ongoing or pending litigation, investigations, or legal proceedings.
- i. Your Account is believed to be non-compliant and associated with heightened risks regarding regulatory norms and requirements.
- j. Your Account has been involved in any Prohibited Use activities and/or Prohibited Businesses as outlined in these Terms.

In the event of Account suspension or termination, any ongoing Transactions or Orders will be put on hold, cancelled, or reversed. Additionally, we reserve the right to deactivate your Account immediately for any of the aforementioned reasons.

We will provide reasons for the suspension, restriction, or termination of your Account, along with instructions on how to rectify any erroneous information or provide missing information and documents if applicable. Once the necessary deficiencies are addressed, and your Account is no longer deemed to fall under the suspension or termination reasons, any restrictions will be lifted, and Transactions or Orders can proceed.

We reserve the right to suspend, restrict, or terminate your Account and limit your access to our App by providing one month's notice. It's important to acknowledge that in certain cases, we may not disclose specific reasons for suspension or termination based on internal confidential criteria aimed at maintaining security and complying with relevant legal requirements related to risk mitigation and due diligence procedures. Such criteria will not be disclosed to unauthorized third parties under any circumstances.

We believe in a fair and transparent approach to Account suspension and termination, providing you with clear reasons and opportunities for resolution whenever possible. However, there may be instances where non-disclosure of specific reasons is necessary to safeguard security and compliance.

KYC/AML VERIFICATION

KYC/AML Verification Process

KYC/AML Verification is a procedure conducted by us to assess the background and eligibility of our customers for opening an Account in accordance with the requirements and provisions of the Act of 1 March 2018 on counteracting money laundering and terrorist financing of the Republic of Poland ("AML/CTF Act"). We ensure that KYC/AML Verification procedures are conducted for all users registering an Account in strict adherence to the due diligence measures prescribed by the AML/CTF Act.

KYC/AML Verification process is an essential component of our commitment to ensuring a secure and compliant environment for our Users. As part of this process, we collect and process certain personal information to fulfil our legal obligations and enhance the security of our App. We undertake the collection and processing of personal information in strict accordance with our own Privacy Policy. It is crucial that you review and familiarize yourself with our Privacy Policy to understand how your personal data is collected, used, and protected within our App.

Plaid Services

We utilize services provided by Plaid for specific aspects of the verification process, such as bank account linking and identity verification. This involves verifying personal identification details, such as your name, date of birth, information about your nationality and country of residence, among others. National identification documents, including passports, driver's licenses, and similar documents that feature a portrait photograph, are accepted as valid means of verification.

Data Accuracy

By providing us with the information required for identity verification and KYC/AML Verification, you affirm that all the information you submit is true, accurate, and complete. You also confirm that you have not intentionally concealed or manipulated any information to influence the outcome of our assessment. If any submitted information is found to be false, inaccurate, or incomplete, you agree to promptly correct these inadequacies by providing additional documents and records to rectify the aforementioned omissions.

Notification of Changes

In the event of any changes in circumstances that affect the accuracy and integrity of the information you provided, you are obligated to promptly inform us of such changes and provide up-to-date information accordingly.

Disclosure to Authorities

We retain the right to share any information submitted to us with competent authorities as per the AML/CTF Act and other relevant legal requirements. This action may be taken if we have substantial grounds to believe that the provided information is associated with fraudulent activities, money laundering, terrorism financing, or other financial crimes. Additionally, should we be unable to conclusively ascertain a User's affiliation with any of the aforementioned illicit activities, we may disclose such information to competent authorities for their evaluation.

ORDERS

Order Placement

By creating a Buy Order for the purposes of purchasing Crypto Funds, our system automatically directs you to the most favourable Sell Order available that offers the most favourable exchange rate and matches the total amount you intend to acquire. This process ensures efficient and competitive transactions. Conversely, when a User initiates a sale of cryptocurrency by creating a Sell Order, our App employs an escrow mechanism that triggers a transaction on your Metamask wallet, initiating the transfer of their cryptocurrency to an escrow smart contract. Specifically, users are required to utilize their Metamask wallet to confirm and authenticate the order placement. This safeguarded transaction process provides security and transparency throughout the trade.

In cases where there are no existing matching orders to fulfill your Buy Order, you have the option to create a Buy Order. Such Buy Orders are made visible to the marketplace on the front-end of our dApp, enabling other you as well as other Users to view and potentially fulfill the order.

Order Execution

Please note that all Orders are executed on a prepaid basis, meaning that you must ensure the sufficient amount of funds in your Metamask account to fulfil an Order. The funds required to execute an Order are set aside until the Order is fulfilled, cancelled, expires, or is terminated. The total funds necessary for placing an Order encompass both the Order's value and any applicable fees. Please note that any Order requiring an amount exceeding the available funds in your Account will not be executed and will be declined.

By placing an Order, you acknowledge that we are not liable for the complete or partial cancellation of the Order. It's important to understand that once an Order has been

processed for fulfilment, cancellation may not be possible. Prior to placing an Order, you must ensure the following:

- a. You have accurately entered the desired amount of Crypto Funds for purchase or sale.
- b. You have carefully reviewed the purchase or sale rates associated with your Order.
- c. You have reviewed and understood the Fees applicable to your Order.
- d. You have a clear understanding of the net worth of Crypto Funds to be received or sold upon Order fulfilment.

Order Placement Through API

Currently, it is not possible to place orders through API connections. However, it's important to note that there are ongoing integration efforts with Plaid, which will soon enable buyers to initiate Buy Orders through their API. We shall update this ToS accordingly once the integration is complete. Furthermore, we will ensure that you are informed of the completed integration and availability of the API-based Order placement through announcements communicated to you via our Website, social media channels and/or any other electronic communication channel.

Order Fulfilment

After placing an Order, it's important to understand that there is a possibility it may not be fulfilled. Several factors can impact the fulfilment of your Orders, including but not limited to:

- a. The operational status of the App, including events like downtime, planned and emergency system and software maintenance, seasonal and state holidays, and more.
- b. The potential influence of your Order on the overall Market conditions, specifically whether your Order falls within the definition of Market Manipulation.
- c. The availability and sufficiency of funds in your Account.
- d. The condition of hardware and software, both mechanical and electronic.
- e. Compliance requirements and various other relevant factors.

In the event of an unsuccessful attempt to fulfil your Order, we will promptly notify you, specifying the reasons behind the failure and seeking your consent to resubmit and re-fulfill the Order based on the current exchange rate.

You agree and acknowledge that in cases where Order execution is hindered due to factors beyond our control, including technical capabilities, failures, and other conditions outside our direct influence, we cannot be held liable for any failures or delays in Order fulfilment.

Order Matching and Execution

At present, our App does not employ an order matching system for Sell Orders. Users initiating Sell Orders may do so without the need for order matching.

In the case of Buy Orders, the Order is matched based on the total amount the User intends to purchase, meaning that a Sell Order must be equal to or greater than the desired purchase amount to be considered for matching. In cases where multiple Sell Orders satisfy the criteria of amount, priority is given to the Sell Order with the best exchange rate. This ensures that buyers receive the most favourable rate for their transactions. In cases where

multiple Sell Orders have the same amount and exchange rate the selection process may not be prioritized based on these factors.

Additionally, buyers have the option to view all available Sell Orders within the Marketplace. You may individually select any Sell Order that aligns with your preferences to initiate a transaction.

Order Confirmation

When selling Crypto Funds through our Apps, Users typically receive order confirmations as soon as the transaction is completed on Metamask, therefore, Order confirmation and its speed depend directly on technical conditions and capabilities of Metamask. In contrast, for Buy Orders placed on our App, the confirmation process is conducted directly through our interface, typically taking less than 10 seconds.

Order Confirmation contains such information as the time and date of your Order, the Order amount, the Fee paid, as well as our contact information in case you have further questions, inquiries or complaints about the Order.

Please be aware that these timeframes are non-binding, indicative and may vary based on network conditions and other factors. In no event shall we be liable for any delays in confirming your Orders as well as failures to adhere to or otherwise ensure the aforementioned confirmation speed.

Compliance-Related Non-Fulfilment

If an Order cannot be fulfilled due to compliance reasons, we retain the right to delay its fulfilment until compliance clearance is obtained. Such an Order will undergo further review within a reasonable timeframe. In the event that we are unable to clear an Order due to insufficient information or other pertinent reasons related to KYC or compliance requirements, we may request additional details concerning your identity, transaction nature, and other essential compliance-related information.

Orders failing to meet the relevant compliance requirements, particularly when necessary information has not been provided, will not be fulfilled under any circumstances. We may decline such Orders based on reasonable grounds of non-compliance with relevant requirements and legislation.

CONVERSION

Conversion Between Fiat and Crypto Funds

On our App, Users have the ability to convert between Fiat and Crypto currencies, albeit through specific procedures. The conversion process depends on whether a User is buying or selling cryptocurrency.

- **Buying Crypto Funds.** The App does not support direct purchase and conversion of Fiat for Crypto and Crypto for Fiat Funds. When a User intends to purchase Crypto Funds for Fiat currency, they may do so through one of our third-party merchant partners (“Merchants”). You may place an order for purchasing Crypto Funds for Fiat by sending Fiat currency to the selected Merchant. This transaction is facilitated through Plaid and is confirmed using Chainlink Any API. Once confirmed, you are

enabled to receive the purchased Crypto Funds from the applicable escrow smart contract.

- **Selling Crypto Funds.** Conversely, if you intend to sell your Crypto Funds, you must send Crypto Funds to the escrow smart contract. In return, you receive Fiat currency from the merchant who is buying the Crypto Funds from you.

Please note that the conversion between Crypto and Fiat Funds via the App is contingent upon the availability of willing counterparties, specifically Merchants.

Connecting with Merchants

We collaborate with licensed Virtual Asset Service Providers (VASPs) that provide both Fiat and Crypto Currency liquidity to our App in order to facilitate the possibility for transactions to and from Fiat Currencies.

We offer two options to our Users to initiate a transaction with one of our designated Merchants:

- a. You may choose your preferred Merchant directly from a selection list provided before initiating the transaction, or
- b. You may opt to utilize our automated routing mechanism, which identifies and directs Users to the Merchant offering the most favourable exchange rates for your transaction.

Please note that in both cases no direct integration between individual Users and the Merchant entities is required to facilitate User-to-Merchant transactions.

Liability for Third-Party Merchant Transactions

Users must understand and acknowledge that transactions involving the purchase of Crypto currency for Fiat currency from third-party Merchants are independent of our App. We expressly disclaim any liability for any aspect of these transactions, including but not limited to the Merchant's compliance with applicable laws and terms of service.

Users are urged to exercise due diligence and conduct their own research to verify the compliance of merchants with relevant laws and the applicable terms of service. It is the User's sole responsibility to ensure that any transaction with a third-party Merchant aligns with their expectations.

By engaging in transactions with third-party Merchants through our App, you explicitly waive any claims or liabilities against us in connection with such transactions. Users are encouraged to carefully review the terms of service and policies of third-party Merchants and to make informed decisions regarding their transactions involving third-party Merchants.

Exchange Rates

The Exchange Rate represents the value assigned to a Crypto Currency in relation to a Fiat Currency for the purpose of conversion, whether it involves purchasing or selling the Crypto Currency. It's important to note that Exchange Rates can vary based on the specific Crypto Currency in question and may be subject to adjustments over time.

The Exchange Rates for Crypto to Fiat Currency conversion on our App are determined by individual Merchants integrating the App. These Exchange Rates come into effect when a

User engages in a specific transaction, particularly when buying Crypto Currencies for Fiat from a specific Sell Order offered by a Merchant.

It's important to note that we do not have direct control over any such Exchange Rates. Merchants have the autonomy to set their own Exchange Rates, and these Rates may vary among different Merchants on the App. Users are encouraged to carefully review the Exchange Rates offered by Merchants to make informed decisions regarding their transactions.

It's crucial to understand that Exchange Rates for Buy and Sell Orders may differ and undergo fluctuations over time. By placing an Order, you explicitly acknowledge your awareness of the inherent fluctuation in Exchange Rates. Consequently, you understand that the total price paid for an Order may vary at any given time based on the currently applicable Exchange Rate.

FEES

Transaction Fees

We are committed to ensuring transparency and fairness in our Fee structure, therefore any changes to our Fee system will be communicated to Users in advance. In the interest of transparency, we provide a notice period of 1 month before implementing any changes to our Fee structures or rates. This period allows Users an opportunity to consent to or opt-out of Fee changes. This consent process occurs during the sign-in or registration process on our App. By agreeing to our Terms of Service, Users implicitly acknowledge and accept any forthcoming fee adjustments. In addition, to ensure you are informed about upcoming fee changes, we utilize our official social media channels as a primary mechanism for notification.

Transaction Limits

Transaction Limits refer to the predetermined capacity set for each User upon successful registration of an Account. These limits dictate the maximum volume of transactions a User can execute within a given day. The determination of Transaction Limits takes into account the type of currency used for the transaction as well as choice of payment method.

In some cases, we may adjust the aforementioned Transaction Limits in order to ensure compliance with applicable law and security of Fiat Currency transactions. In such cases, we may request additional information from you to facilitate this process. You agree to provide the requested information in a timely and accurate manner, ensuring its completeness as specified by our requirements. Once the review is conducted, we will promptly notify you of our decision regarding the adjustment of your Transaction Limits. By submitting your information for adjustment of Transaction Limits, you acknowledge that we may, at our sole discretion, decrease your Transaction Limits without prior request or notice.

It's essential to understand that the decision to raise or lower Transaction Limits rests solely within our discretion. This determination is based on the assessment derived from the AML/KYC procedure, ensuring compliance with regulatory and security standards.

Expedited Transactions

The transaction speed is primarily influenced by the amount of gas allocated to the transaction. Users may choose to allocate a higher amount of gas to accelerate the processing

of their transactions. Increasing the gas fee can lead to quicker confirmation times for transactions.

If you wish to expedite your transactions you may increase the gas spent directly in their Metamask wallet. It's important to note that the responsibility for adjusting gas fees and prioritizing transaction speed lies with the User. Users should exercise caution and ensure that the chosen gas fee aligns with their transaction requirements and budget.

DEPOSITS AND WITHDRAWALS

Deposits of Crypto Funds

Currently, our App accepts only USDC (USD Coin) for transaction purposes. However, we are actively working to enhance our Crypto Currency offerings and will soon include USDT (Tether) as an additional Crypto Currency available for deposit, of which the Users will be notified promptly, once the feature of USDT deposit is implemented.

Our smart contract is compatible with all ERC-20 tokens. However, as of now, to ensure a user-friendly and intuitive experience, the App's interface primarily displays and supports USDC and USDT for deposit. Users are encouraged to deposit and engage with these supported Crypto Currencies for the smoothest experience on our App.

Withdrawals of Crypto Funds

To withdraw cryptocurrencies from your account, you must access your Account dashboard and click on the "Cancel Exchange" or "Withdraw" button, as applicable, after which you will be prompted to confirm your withdrawal request. You must ensure that the details provided for any withdrawal request are accurate, including the recipient wallet address and the amount to be withdrawn. Once your withdrawal request is successfully processed, you will receive a transaction confirmation. This confirmation serves as proof that your Crypto Funds have been successfully withdrawn from your Account.

The processing time for cryptocurrency withdrawals may vary depending on network congestion and other factors. Generally, withdrawals are processed promptly, but please allow for some variability in processing times. Please note that any delay or interruption in regards to the speed, maintenance, and operational state of any Crypto Currency network lies outside of our control and we shall not be liable for any disruption or delay thereof.

For security reasons, you shall ensure the accuracy of the recipient wallet address when initiating a withdrawal. Please note that transactions in Crypto Currencies may be irreversible, and sending Crypto Currencies to the wrong address may result in the unrecoverable loss of funds. As an owner of the deposited Crypto Currency funds, you acknowledge the aforementioned risks associated with withdrawing Crypto Currencies (for more information on risks associated with Crypto Currency transactions, please see Risk Disclaimer attached to these Terms as an annex).

Withdrawal Limits and Communication

We do not impose any limits on withdrawal of Crypto Funds and you may initiate a withdrawal at any time. There are no predefined limits on the amount of Crypto Funds that may be withdrawn in a single transaction, nor any daily, weekly or monthly withdrawal limits. As such, you may initiate withdrawals as per your individual requirements without any temporal constraints.

BREACH OF AGREEMENT

Prohibited Use

All Orders and Transactions on our App must adhere to the principles of genuinity, competitiveness, fairness, and transparency. This section outlines practices that are strictly forbidden on our App and are considered violations of these Terms, subject to sanctions and remedies. The following actions and omissions are strictly prohibited on the App and within all our Services and shall constitute a breach of these Terms:

- **Unlawful Activity:** Engaging in any activity that violates the laws, regulations, or legal instruments of countries where we operate, including but not limited to the laws of the European Union, the Republic of Poland and regulations overseen by regulatory authorities.
- **Fraud:** Any act or attempt to deceive or trick any User, customer, or us in connection with any Transaction or Order.
- **Market Manipulation:** Placing Orders or Transactions with the intent to disrupt the normal operation of the App and create undue volatility in Crypto Currency prices compared to their fair market value. This includes deliberate acts of Market Manipulation and involving other parties in placing Orders or Transactions for this purpose.
- **Fictitious Trades:** Placing Orders and Transactions with execution dates set far in the future, intending to correct or update them regarding the correct exchange rate and settlement date, including wash trades.
- **Cybersecurity Violations:** Engaging in actions detrimental to cybersecurity, such as using unauthorized automated interfaces, attempting to overload or interfere with our systems, unauthorized access to customer accounts, introducing malware or malicious code, and other activities.
- **Simultaneous Buy and Sell Orders:** Placing two or more buy and sell Orders, either individually or in agreement with a third party, to have them executed against each other, causing market disruption and non-competitiveness.
- **Intellectual Property Infringement:** Involvement in transactions related to our intellectual property, including copyrights, trademarks, and trade secrets, without prior consent or authorization from us, constituting an infringement or violation of intellectual property laws in the country of our operation.
- **Intimidation and Coordination:** Engaging in activities such as price coordination, soliciting third parties to alter prices, or interacting with other market participants to disrupt, coerce, intimidate, manipulate, or interfere with their activities.

These provisions apply to all Services provided by us without exception. We reserve the right to deny services and immediately terminate any relationship with businesses classified as Prohibited Businesses, as detailed in the next Section to these Terms.

Prohibited Businesses

By creating an Account, you confirm and acknowledge that you will not use our App for the following business activities, which constitute the breach of these Terms, including but not limited to:

- **Illegal Business Activities:** Engaging in business activities related to fields and actions prohibited by any law, regulation, statute, or ordinance, including encouraging, instructing, or assisting others in participating in such unlawful activities.
- **Infringement of Intellectual Property Rights:** Conducting business activities that infringe upon patents, copyrights, trademarks registered in accordance with applicable law, or other relevant intellectual property rights. This includes manufacturing, selling, distributing, and promoting counterfeit visual, video, and audio materials, software, duly registered inventions without official authorization from the patent holder, or any other material subject to licensing and intellectual property rights.
- **Drugs and Drug Paraphernalia:** Selling and distributing controlled substances and any products designed for the production and consumption of drugs (e.g., bongos, vaporizers, hookahs), or items intended for concealing drugs.
- **Regulated and Licensed Goods and Services:** Engaging in the sale of tobacco, cigarettes (including e-cigarettes), e-liquids; dealing in precious metals and stones; operating online pharmacies, including the sale of prescription medications; selling weapons, firearms, munitions, gunpowder, and other explosives; offering fireworks and pyrotechnics; trading in toxic, flammable, and radioactive materials; and participation in the oil and gas industries and extractive sectors.
- **Illicit Substances and Pseudo-Pharmaceuticals:** Selling any product or substance that poses a risk to consumer safety or makes misleading or unsupported claims that have not been officially confirmed and verified by competent authorities in the applicable country, and/or obtained the necessary certifications and licenses.
- **Counterfeit or Stolen Goods:** Engaging in the sale of counterfeit designer products distributed by unauthorized and unlicensed retailers or resellers; selling replicas; dealing in goods that have been illegally imported or exported; and offering stolen goods for sale.
- **Restricted Financial Services:** Providing services such as check cashing, bail bonds, and collection agency services.
- **Unlicensed Providers of Services in Regulated Industries:** Operating without proper licenses in industries like foreign exchange, lotteries, and gambling.
- **Adult Content and Services:** Distributing pornographic materials; running online and offline stores offering sex-related goods; providing escort and prostitution services; offering adult live chats and pay-per-view adult websites.
- **Fraudulent Financial Schemes:** Involvement in multi-level marketing, pyramid or Ponzi schemes, and referral marketing schemes.
- **NGOs and Non-Profit Organizations; Charities:** Accepting donations for non-profit purposes.
- **Goods and Service Providers Engaging in Unfair, Misleading, and Aggressive Commercial Practices:** Any merchant or service provider that, at our sole discretion, employs methods of harassment, coercion, including physical force, or undue influence that impairs consumers' freedom of choice or conduct.
- **Other High-Risk Businesses:** Engaging in businesses that, based on applicable laws and regulations, are determined by us to have a high-risk profile, and which we subsequently believe pose elevated financial and/or legal risk of liability, violations, and criminal activity.

LIABILITY

Liability Waiver

Any and all events of our indemnification, warranty, limitations of losses, and limitations of liability, shall be excluded to the fullest extent permitted by applicable law, unless explicitly stated otherwise herein. These Terms, along with any other agreements between you and us, shall not in any way exclude or limit liability that may not be limited or excluded under the relevant law.

You acknowledge and agree that in the event of a dispute with any App User, neither we nor any of our partners, affiliates, service providers, officers, directors, employees, representatives, or any other affiliated parties or individuals shall bear any liability for claims, losses, actions, demands, costs, expenses, or damages arising from or related to such disputes. Any disputes of this nature shall be resolved solely between the concerned Users, irrespective of any affiliations with our aforementioned affiliates or ourselves.

Indemnification

You hereby undertake to indemnify and hold us, along with any of our partners, affiliates, service providers, officers, directors, employees, representatives, and other affiliated parties or individuals, harmless from any and all claims, losses, actions, demands, costs, expenses, and damages arising from the use of our App and Services by you or any third party, including but not limited to:

1. Breach of any terms or conditions set forth in these Terms by you, including those arising from your use of our App and Services;
2. Intellectual property infringement, such as use of our App and Services that infringes on our intellectual property rights;
3. Third-Party claims, including events of claims or suits against us or the App brought up by a third party due to your actions;
4. Personal and security data breaches caused by your actions or negligence;
5. Misuse of Services, if such misuse breached any of the terms and conditions outlined in these Terms and/or causes damages to us and/or other Users;
6. Unlawful activities, such as violation of laws and regulations, or the rights of any third party;
7. Harm to our reputation, if your actions have caused harm to the reputation of the App or us as a Service provider;
8. Cancellation or termination of any transactions resulting in a negative balance;
9. Feedback, comments, or submissions provided by you;
10. The provision of erroneous, false, incomplete, or misleading information to us for the purposes of KYC/AML Verification.

Disclaimer of Warranties

Our Services and App are provided to you on an "as is" and "as available" basis, without any warranties, whether express, implied, or statutory. We do not provide warranties of title, merchantability, data accuracy, system integration, quiet enjoyment, fitness for a particular purpose, or non-infringement. We do not make any guarantees that access to our Services and App will be continuous, uninterrupted, timely, or error-free.

Any information, materials, views, opinions, projections, or estimates we provide are for informative purposes only and are subject to change without prior notice. You are solely

responsible for assessing the relevance, timeliness, accuracy, adequacy, completeness, reliability, and value of the information, materials, views, opinions, projections, or estimates provided on the App and through our Services. We bear no liability for any direct or indirect damage or loss resulting from your use of this information.

None of our Services or information provided through them or the App should be considered as investment, financial, regulatory, tax, or legal advice. You should seek such advice from qualified professionals independently. Any decisions related to the use of our App and Services without professional advice are your own responsibility.

Furthermore, we do not provide any warranties regarding the processing time for transactions involving cryptocurrency wallets, bank accounts, credit and debit cards, and electronic money wallets. Factors affecting the timing and processing of these transactions are beyond our direct control. While we make every effort to ensure timely transaction execution, we do not guarantee any specific timeframes for transactions using the mentioned methods.

You acknowledge that any statements you rely on regarding the above notions are derived directly from these Terms, unless explicitly stated otherwise.

Disclaimer of Liability

Under no circumstances and in no event shall we, our affiliates, service providers, officers, directors, employees, representatives, and any other affiliated parties be liable in any manner, whether in contract, tort, negligence, strict liability, or otherwise, for any punitive, special, indirect, consequential, incidental, or similar damages. This includes cases where we have been previously notified of the possibility of such damages arising, in connection with these Terms of Services or any other agreement, as well as your use or attempted use of our Site, Services, information, materials, views, opinions, projections, or estimates, except to the extent required by law.

Furthermore, under no circumstances and in no event shall we, our affiliates, service providers, officers, directors, employees, representatives, and any other affiliated parties be liable in any manner, whether in contract, tort, negligence, strict liability, or otherwise, for any direct damages. This also includes cases where we have been previously notified of the possibility of such damages arising, in connection with these Terms of Services or any other agreement, as well as your use or attempted use of our App, Services, information, materials, views, opinions, projections, or estimates, except to the extent required by law.

You acknowledge and agree that you are not entitled to recover lost or unrealized profits, business opportunities, unforeseen financial losses, or any punitive, special, indirect, consequential, or incidental damages.

Furthermore, we are not obligated to provide crypto currency as compensation for damages or as a remedy.

This limitation of liability also encompasses damages, interruptions, and errors caused by computer viruses, malicious software, spyware, scamware, Trojan horses, worms, or any other malicious software or malware that may affect the operational state of your hardware and software and their security. Similarly, we shall not be liable for any phishing, spoofing,

domain typosquatting, network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, mining difficulties, failure or malfunction of any communication, electronic and mechanical equipment, telephone, or other interconnection devices, changes in cryptography or consensus rules, branching of cybersecurity, hacking, and other relevant events, including force majeure events. Additionally, we shall not be liable for any damages arising from amendments, introductions, enforcement, repeal, or alteration of legislation, regulations, policies, and laws in force at any given time or date.

This disclaimer of liability supersedes any other section, provision, or statement in these Terms.

PERSONAL DATA PROTECTION

We collect, use, and share your personal information in accordance with our obligations and legal requirements laid down by the European General Data Protection Regulation (the “GDPR”). To gain a deeper understanding of our data collection, usage, storage, sharing, and transfer practices, as well as your rights as a data subject, please refer to our Privacy Policy. This Privacy Policy is an integral part of these Terms and should be considered in conjunction with other provisions contained herein.

DISPUTE RESOLUTION

In recognition of the nature of our App and the digital environment in which it operates, we emphasize that disputes arising from the use of our Services shall be subject to a distinct framework. Any disputes of a traditional, contractual, or transactional nature, which might typically warrant resolution through legal means or alternative dispute resolution mechanisms, shall be rendered moot by the characteristics of the App. This provision specifically addresses the following potential issues: smart contract failures, oracle failures, Application Programming Interface (API) failures, backend code failures, and account access failures.

By utilizing our App and Services, you expressly and irrevocably waive any and all grounds for dispute that may arise due to the occurrences mentioned above, including but not limited to smart contract failures, oracle failures, API failures, backend code failures, and account access failures. In the event of any of the aforementioned events, our App is designed to initiate automated dispute resolution processes to the extent feasible, in line with the principles of transparency, fairness, and efficiency.

Recognizing the inherent limitations of digital technologies and blockchain-based systems, you agree that your recourse in the face of such issues shall be restricted to the remedies, if any, provided by the automated resolution processes integrated into our App. These remedies shall be pursued exclusively through the mechanisms and interfaces provided by the App itself.

You expressly acknowledge that, due to the nature of blockchain technology and decentralized systems, traditional legal recourse or dispute resolution mechanisms, such as litigation, arbitration, or mediation, may not be applicable or enforceable for the issues mentioned herein. Therefore, you expressly waive any right to seek remedies or damages through legal means for any such issues.

This provision is binding upon all Users of our App, and by agreeing to these Terms, you affirm your understanding and acceptance of this dispute resolution framework. Any attempt to circumvent or challenge this framework shall be deemed a breach of these Terms.

SECURITY

Security of Credentials and Data

You acknowledge and agree that the security of your login details and associated credentials, including but not limited to passwords, private and public keys, identifiers, passphrases, backup data, and other pertinent data, including those attributable to third-party apps and service providers, such as Metamask, is entirely your individual responsibility. You are obligated to maintain control over your security details to preclude unauthorized access, unauthorized use, loss, modification, alteration, theft, or breach of your security data. To ensure the security of your data, you must employ reasonable measures, including but not limited to the following methods:

1. Protection of electronic devices: take measures to prevent the misuse, theft, and loss of your electronic devices. Ensure that any data pertaining to your Account stored on such devices is backed up on external data storage devices and safeguarded through encryption.
2. Preventing remote access: prevent and avoid remote access to your devices when you are logged into your Account.
3. Transaction verification: review and verify all transactions and actions required for their execution.
4. Confidentiality of Security Data: avoid disclosing, displaying, or transferring any security data associated with your Account, including passwords, keys, identifiers, payment methods, bank account and card details, and other security data.
5. Recipient verification: verify the Crypto Currency addresses of intended recipients for your transactions. Refrain from transferring funds to addresses for which you cannot reasonably verify the ownership.
6. Vigilance in communication: note and reject each suspicious request to send and/or receive Crypto Funds, share any security data element, or disclose any information related to your Account that you receive from us or any other third party. Note that we will never request the disclosure of any aforementioned security data, nor will we ever request the transfer of Crypto or Fiat Currency funds to us or any of our addresses, except through methods that are compliant with and permitted by applicable law.

By agreeing to these Terms, you acknowledge your understanding and acceptance of your responsibilities for maintaining the security of your credentials and data. Your diligent adherence to these security practices is crucial to the protection of your Account and its associated assets.

If you suspect that your Account or security data have been compromised or breached, or you have become aware of any event involving your Account and/or affecting you and/or us (including cyber-security attacks), you must notify us immediately through one of our official notification channels provided in these Terms.

USER COMMUNICATION AND SUPPORT

To assist you in addressing questions or issues related to their accounts while using our App, we provide a range of customer support resources designed to ensure a seamless and responsive User experience.

1. **Frequently Asked Questions (FAQ):** we offer a comprehensive FAQ section that covers a wide range of common queries and concerns. These FAQs are easily accessible on our App and serve as a valuable initial point of reference for addressing common account-related inquiries which you may utilize before raising your concerns directly with the dedicated Support Team.
2. **Dedicated Support Team:** for more personalized and Account-specific inquiries, or other questions not explicitly covered by our FAQ section, we maintain a dedicated Support Team. Our support professionals are trained to assist you with a variety of account-related matters promptly and efficiently. You may reach out to our Support Team through our social media channels.

Notifications, Newsletter and Updates

We prioritize transparent and timely communication with our Users regarding Account-related matters. To ensure you stay informed, we primarily utilize social media as our primary and official communication channels. As such, all important updates, notifications, and announcements related to your Account will be posted on our Discord server and through our official Twitter account.

In addition to the above-mentioned channels, we offer newsletters and periodic updates to keep you informed about noteworthy developments, changes, and enhancements to our App. You can expect to receive these updates via our social media channels.

INTELLECTUAL PROPERTY

Limited License

All materials and content presented in connection with us, our Services and the App are protected by applicable intellectual property regulations. These intellectual property rights are subject to protection and shall not be licensed to any third party unless expressly specified otherwise.

Hereby you are granted a limited, personal, non-commercial license to use materials and content protected by intellectual property rights solely in connection with your use of our Services and the App. Any use of these materials and content beyond the scope of this license constitutes an infringement of intellectual property rights and may lead to legal action initiated by us.

Prohibited Actions

Distribution and sharing of our materials and content on third-party websites, file hosting Apps, and similar services are strictly prohibited. Additionally, we forbid reproduction, display, public performance, distribution and use of our materials and content for any public and commercial purposes.

Any copying or sharing of our materials and content must be preceded by a formal request for permission from us, which will be granted only through a written notice explicitly permitting such actions. Furthermore, you agree to retain any watermarks, copyright signs,

and other relevant copyrights and proprietary notices associated with these materials and content as originally provided.

Modification, Alteration, and Sale

Modification, alteration, and sale of our materials and content are strictly prohibited and subject to the protections afforded by intellectual property regulations.

We take the protection of our intellectual property rights seriously and expect all Users to respect and adhere to these provisions. Please note that failure to do so may result in legal implications.

FORCE MAJEURE

You agree and acknowledge that we shall not be liable for any performance failures, events of downtime, interruptions, unavailability of our App and Services, as well as other malfunctions and delays resulting from any event or cause occurring regardless of our forecasting and beyond our direct and indirect control ("Force Majeure"). The following circumstances shall be deemed Force Majeure within the meaning of these Terms: earthquake, flood, fire, government regulations or orders of state bodies; economic blockades and embargoes; risk of international, supranational and national sanctions and the inclusion of any person in the corresponding sanction list, User's incarceration, imprisonment or arrest, acts of war, natural and nuclear disasters, epidemic and pandemic, acts of military and civil authorities, terrorism, sabotage, strike or other relevant labour dispute, accident, proclamation and enforcement of state of emergency, malfunction of any soft- and hardware, communication lines and means, Internet and network service providers.

If the User becomes subject to international, supranational or national financial and other sanctions, whether directly or indirectly, regardless of their legally binding effect on us, we have the right to withdraw from these Terms unilaterally without giving a prior notice of withdrawal. All and any transactions and relationships concluded or executed with you subject to the aforementioned sanctions, whether directly or indirectly, will be terminated and your Account will be closed immediately.

FINAL PROVISIONS

Access and Availability

We do not provide an assurance or warranty of flawless and uninterrupted access to our Services and App. We cannot guarantee continuous availability or seamless placement, execution, and finalization of Orders and Transactions.

Furthermore, while our customer support aims to offer timely and efficient responses within reasonable periods, we do not guarantee the specific timing of these responses. Under no circumstances shall we be held liable for any damages arising from events affecting the accessibility and availability of our Services and App.

Compliance with Applicable Law

It is your sole responsibility to ensure your compliance with all applicable laws, regulations, licensing requirements, and other relevant legislation. This includes, but is not limited to,

adhering to laws pertaining to personal data protection, anti-money laundering, the prevention of terrorist financing and taxation.

We bear no liability for any breaches of applicable laws and regulations that may arise from your utilization of our Services and App. Furthermore, we shall not be held accountable for any damages or consequences resulting from such breaches.

Changes and Amendments to Terms

We reserve the right to make changes and amendments to these Terms and other agreements established by us to accommodate amendments in legislation or for other valid reasons. You will be notified of any such alterations via email and on our App, with a minimum one-month notice period prior to their implementation. Please be aware that unless you object or provide written notice to us before the effective date of the changes and amendments, your acceptance is assumed.

Within this one-month notice period, you shall have the right to terminate any agreement with us.

It is important to note that, in certain circumstances and to the extent permitted by applicable law, changes and amendments may need to take immediate effect or within a shorter notice period. In such cases, you will receive prompt notification of these modifications taking immediate effect, along with information regarding your right to promptly terminate the agreement and discontinue your use of our Services and App

Prior versions of these Terms and other agreements will remain accessible on our communication channels and the App for your reference.

Tax Compliance

We do not offer tax advice and should not be considered as a tax advisor. It is your sole responsibility to seek professional tax guidance from qualified experts in your jurisdiction. Furthermore, we do not have control over the determination of which Orders and Transactions are subject to applicable taxes in your jurisdiction, nor can we dictate the procedures and obligations associated with tax withholding, reporting, and collection to the relevant authorities in your tax residence country.

Interaction with Law Enforcement

We reserve the right to engage in correspondence and communication with law enforcement authorities, including but not limited to courts, regulators, and policymakers. Such communication may be initiated at our discretion concerning your utilization of our Services or in response to requests, inquiries, or orders from the aforementioned law enforcement authorities in compliance with applicable laws and regulations.

Entire Agreement

These Terms, along with all other agreements established by us, constitute the entire agreement between us and you. These Terms supersede and take precedence over any prior discussions, agreements, understandings, inducements, or representations, whether in written or oral form.

Severability

You acknowledge and agree that in the event any provision of these Terms is rendered invalid or unenforceable due to changes in, and the enactment of new versions of, laws, regulations, or other legal instruments by competent authorities in the Republic of Poland, we will modify the affected provisions to ensure their subject matter remains valid and enforceable within the scope of applicable law as per the most recent amendments. Furthermore, the validity and enforceability of the other provisions of these Terms shall not be affected.

Change of Control

You acknowledge that in the event of us being acquired, merged, or transferred to another legal entity, your data, including personal data, may be disclosed to the acquiring third party in accordance with the rights arising from such acquisition, merger, or transfer.

Survival

Any provisions that, in accordance with applicable law and to the extent permitted by it, survive the termination or expiration of these Terms, including but not limited to Account suspension, termination or closure, debts owed to us, general usage clauses and provisions, etc., shall remain in force and enforceable after the termination or expiration of these Terms.

Language

The original language of these Terms is English. Any translations, including those made by third-party tools and applications, as well as versions of these Terms in other languages provided by us or other third parties, are provided for your convenience and understanding and shall not be considered as accurate interpretations or representations of the original provisions. In case of any discrepancies or inconsistencies with the English language version of these Terms, the English language version shall prevail.

Governing Law and Jurisdiction

These Terms and the relationship between you and us shall be governed by the laws of the Republic of Poland.

**ANNEX TO TERMS OF SERVICE
RISK DISCLOSURE**

You hereby acknowledge and agree that your access to and utilization of our App and Services is entirely your own responsibility, undertaken at your own risk. The risk associated with engaging in Crypto Currencies, including trading, is high. Prior to utilizing our Services, you should, at your own discretion, assess your financial and circumstantial circumstances and evaluate whether the use of our Services is suitable for you. You must be aware of the potential for complete and irreversible loss of your financial assets and recognize that recovering from such a loss may prove to be challenging or even impossible.

Furthermore, you hereby affirm and acknowledge that:

- The risk involved in transacting, exchanging and trading Crypto Currencies is significant, and you may incur losses within a short span of time.
- The liquidity profile of Crypto Currencies is subject to constant and unpredictable fluctuations, which may be substantial.
- The use, value, availability, and exchange of Crypto Currencies are contingent upon the prevailing laws and regulations, which may change due to legislative amendments, introductions, or repeals.
- Transactions involving Crypto Currencies may be irreversible, potentially resulting in significant or complete losses in cases of fraudulent or accidental transactions, with recovery being difficult or impossible.
- The accuracy of transaction dates and times may not always be guaranteed, as some transactions are recorded on a public ledger.
- Crypto Currency markets may cease to exist due to the unwillingness of participants to use or exchange a particular Crypto Currency, resulting in irreversible loss of your funds associated with that specific Crypto Currency.
- Your access to and use of Crypto Currencies may be disrupted by cyberattacks and other technological and electronic factors.
- The aforementioned risk factors are not exhaustive and may vary depending on changes in legislation, your financial status, and other factors related to the use of Crypto Currencies.

As the owner of the deposited Crypto Currency funds, you acknowledge the inherent risks associated with buying and selling Crypto Currencies. We shall not loan, transfer, sell, pledge, or otherwise dispose of your Crypto Currency funds deposited in your Account at our sole discretion or by our unilateral decision. Unless required by law or under the directives of competent authorities, such as law enforcement agencies and courts, your Crypto Currency funds will be processed and utilized by us strictly in accordance with your instructions. We bear no responsibility for any losses or fluctuations in the rates and value of Crypto Currencies deposited into your Account.