



Terms and Conditions for using ForumPay and Services (hereinafter referred to as the "Terms and Conditions")

Dated and Effective: December 27, 2024

These Terms and Conditions describe the terms and conditions for your use of ForumPay and Services (as defined below in sub-section 1.2. "Services") provided by one or more of the following ForumPay entities:

- Limitlex Inc.
- FORUMPAY Sp. z o.o.
- FORUMPAY DOO

Unless determined otherwise by an individual agreement or a Counterparty Reassignment Notice, Your counterparty to these Terms and Conditions is determined as follows:

- Limitlex Inc. for Users or Clients who are individuals residing in, or companies registered in, the United States (including its territories, such as Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands) or Canada.
- FORUMPAY Sp. z o.o. for Users or Clients who are:
  - individuals residing in, or companies registered in, Poland;
  - individuals residing in, or companies registered in, the European Union (EU) who accepted these Terms on or after December 30, 2024.
- FORUMPAY DOO for Users or Clients who are:
  - individuals residing in, or companies registered in, any country outside the United States, Canada, or Poland, who accepted these Terms anytime before December 30, 2024;
  - individuals residing in, or companies registered in, any country outside the United States, Canada, or the EU, who accepted these Terms on or after December 30, 2024.

In addition to the Terms and Conditions, relationships pertaining to the provision of Services shall also be governed by individual agreements (if any) between you and us as well as all applicable laws.

These Terms and Conditions govern your use of our Services, ForumPay and Website. You agree that you have read, understand, and accept all of the terms and conditions set forth in these Terms and Conditions and our Privacy Policy.

We reserve the right to amend these Terms and Conditions at any time, including assigning a different service provider (“counterparty”) to provide the Services at our sole discretion. By continuing to access or use the Services following any such change, you acknowledge and agree that the newly assigned counterparty shall govern your relationship with us from the effective date of the updated Terms and Conditions.

For the purposes of these Terms and Conditions, any dates mentioned herein, including but not limited to the date these Terms are published and take effect and any date determining the applicability of provisions or conditions, shall be interpreted as calendar dates based on Coordinated Universal Time (UTC).

These Terms and Conditions apply as follows:

- Section I. Generally Applicable Terms apply to all Users and Clients using the ForumPay website (the “Website”) regardless of the Services they use;
- Section II. Merchant’s use of the ForumPay website and Services applies to Merchants as defined below.

The Privacy Policy is deemed to form part of these Terms and Conditions.

## SECTION I. GENERALLY APPLICABLE TERMS

### 1.1 About Us

Limitlex Inc. is a company organized and existing under the laws of the state of Delaware, USA, having its registered address at 16192 Coastal Hwy, Lewes, DE 19958, and is a registered Money Service Business with the US Department of Treasury, Financial Crimes Enforcement Network (registration no.: 31000198598507) and with the Financial Transactions and Reports Analysis Centre of Canada registration no.: C100000104).

FORUMPAY Sp. z o.o. is a company organized and existing under the laws of the Republic of Poland, with tax identification number 5252956858, registered address at Ul. Marszałkowska 126/134, 00-008 Warszawa, and is registered with the Polish Register of virtual currency activities (registration no.

RDWW-803).

FORUMPAY DOO is a company organized and existing under the laws of Montenegro, with tax identification number 03703959, registered address at Bul. Dzordza Vasingtona 108/36A, Podgorica, and registration number 51267196.

(the foregoing shall be collectively referred to herein as “Company”, “we”, “us” or “our”).

You may contact us by email at [support@forumpay.com](mailto:support@forumpay.com) or by other means of communication listed on the Website under the menu item “Contact Us”.

## 1.2 Our Services

We provide the following services related to ForumPay:

1. Virtual Asset -to- Virtual Asset Exchange Services;
2. Virtual Asset -to- Fiat Exchange Services;
3. Fiat -to- Virtual Asset Exchange Services;
4. Virtual Asset Wallet Services.

### 1.2.1 Third Party Service Providers

Our Services include features that operate in conjunction with certain third-party websites or providers, such as Digital RFQ Limited or other third party providers from time to time for payment processing services (“Third-Party Features”). While your use of the Third-Party Features is governed by these Terms and Conditions, your access and use of third-party websites and the services provided through these

websites is governed by the terms of service and other agreements posted on these websites. You understand and agree that you have accepted the terms of service and privacy policies for any Third-Party Features. Digital RFQ Limited’s Terms & Conditions can be found here: <https://digitalrfq.com/terms/> and its Privacy Policy can be found here: <https://digitalrfq.com/privacy-policy/>.

### 1.2.2 Agent of Payee appointment

By agreeing to these Terms and Conditions, you expressly authorize and appoint us to act as your Agent of Payee or any similar designation recognized under the laws of your state, country, or jurisdiction, where applicable. This appointment is made for the purpose of facilitating payment processing services on your behalf and does not alter your counterparty relationship as defined under these Terms and Conditions.

### 1.2.3 Inter-Entity Payment Processing

The entity that is your counterparty under these Terms and Conditions (as determined above) reserves the right, at its sole discretion, to process payments—whether transferring funds to you or receiving funds from you—using bank accounts or Virtual Currency accounts held by any of the other entities explicitly mentioned in these Terms and Conditions, any other entity within the same corporate group (including but not limited to parent companies, subsidiaries, sister companies, or affiliates), or any third-party or intermediary company authorized by the counterparty. Such payment processing is conducted solely for operational convenience and internal settlement purposes and does not constitute an assignment or change of your counterparty under these Terms and Conditions. Your legal relationship remains exclusively with your designated counterparty, as determined by these Terms and Conditions.

## 1.3 Definitions

The definitions set out in this subsection shall apply in these Terms and Conditions as follows:

“Abandoned Account” means any Account through which no transactions have been processed for a minimum of six months or for which contact information (address, phone numbers, email address) is no longer valid.

“Abandoned Funds” means Virtual Assets remaining in your Your Wallet(s) inactive for an extended period of time.

“Account” means your virtual interface within ForumPay that is intended for your use of our Services. The Account is accessible via our Website by using your registration email and long-term password (if applicable, one-time password as well) to login.

“AML/CTF” means anti-money laundering and counter-terrorism financing.

“AML/CTF Policy” means the document that sets out the main principles and guidelines towards the Company’s AML/CTF approach.

“Business Day” means a day when we provide our Services.

“Client” means a person who has registered with ForumPay and successfully passed the identity and AML/CFT verification procedures.

“Counterparty Reassignment Notice” is a written notification from us, issued at our sole discretion, informing you that your counterparty under these Terms and Conditions has been reassigned. This notification does not require your signature or any additional agreement to become effective. Upon issuance of a Counterparty Reassignment Notice, the newly assigned counterparty shall govern your relationship with us from the effective date specified in the notice. The Counterparty Reassignment Notice may be sent by post to your registered address (if you are a company, the address at which your entity is registered; if you are an individual, your last known physical address) or by email to the email address you

provided when signing up for your Account, or to an updated email address as communicated by you to us.

“ForumPay” means a computer program with relevant user interfaces available on the Website and/or otherwise accessible, administered, supported and/or operated by us including our Services stipulated in these Terms and Conditions and intended for Merchants to conclude Virtual Asset Purchase and Sale Agreements.

“Fees” means the fees we will charge you for the provision of the Services as set by a ForumPay administrator in your Account.

“Fiat” means a currency which in accordance with valid laws is legal tender.

“Terms and Conditions” means these Terms and Conditions and all annexes thereof under which the Parties agree on the Terms and Conditions and conditions of the provision of Services. In case other agreements are concluded between the Client and the Company with respect to the provision of Services after these Terms and Conditions are concluded, those subsequent agreements (including individual agreements (if any) for the provision of Services) shall be considered as an integral part of these Terms and Conditions.

“Merchant” means a Client who accepts payments in Virtual Assets for their products and/or services or bona fide charitable organizations that accept donations in Virtual Assets.

“Party” or “Parties” individually means any of us (the Client or the Company) and together means you and us (the Client and the Company).

“Place of Settlement” means a place you administer or otherwise use for Your Clients to discharge their monetary obligations (payment for goods or services you sold, etc.); Place of Settlement may also mean your e-shop.

“Privacy Policy” means the document that sets out the main provisions of how, when and under what conditions we process your personal data.

“Risk Warning” means the document that sets out the main risks the Client may face while using our Services.

“User” means a person who has registered on ForumPay, has access to it, but cannot use our Services

until he/she becomes a Client and/or a representative of a Client. Please see sub-section 1.4.6 for User’s status.

“Virtual Asset” (also known as cryptocurrency, virtual currency, digital currency) means a digital representation of value that can be digitally traded, or transferred, and can be also used for payment purposes. Virtual assets do not include digital representations of fiat currencies, securities and other corresponding financial assets.

“Virtual Asset Purchase and Sale Agreement” means a remote non-recurrent agreement entered into by and between you and us based on these Terms and Conditions on either a purchase from us or sale to us of any Virtual Asset. A Virtual Asset Purchase and Sale Agreement shall be the basis for corresponding transactions in a specific Virtual Asset.

“Website” means the website [www.forumpay.com](http://www.forumpay.com) including all its sub-domains.

“Working Hours” means a time period, indicated on our Website, when we provide our Services.

“Your Client” (also known as a shopper) means a natural or legal person having a monetary obligation towards you under a transaction concluded and intending discharge of such obligation by paying in a

Virtual Asset. In case you are a charitable organization, Your Client means a natural or legal person providing you with a donation(s) in a Virtual Asset.

“Your Wallet” means a unique digital cryptographic public key address generated for you by the Company through ForumPay in a blockchain network for storing, receiving or sending Virtual Assets.

In these Terms and Conditions: a singular word includes the plural and vice versa;

- a word which suggests one gender includes the other gender;
- if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- a reference to ‘day’ or ‘month’ means calendar day or month;

- words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

#### 1.4 General obligations

##### 1.4.1 Your obligations:

- to act in good faith and adhere to these Terms and Conditions and individual agreements (if any) thereof as well as other provisions governing the use of our Services, and timely as well as properly fulfil your obligations to us;
- to provide us with information, documents and data which is accurate, correct, up to date, not misleading and free of viruses or other computer programs or files that could interfere with normal functioning of ForumPay, the Company and/or related applications;
- to promptly (not later than on the same Business Day (in case of non-Business Day, on the earliest Business Day) as you become aware of that) notify us of improperly provided Services, of loss, theft, unauthorized use or illegal acquisition of ForumPay login data, and also of loss of your electronic device used for logging into ForumPay;
- to promptly (not later than on the same Business Day (in case of non-Business Day, on the earliest Business Day) as you become aware of that) report to us any suspicions about compliance with these Terms and Conditions and individual agreements (if any) thereof and not carry out any transactions in Virtual Assets until we instruct otherwise;
- to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to transactions in Virtual Assets;
- at all times to comply with all applicable laws and regulations, including, but not limited to, AML/CTF regulations, personal data protection laws, unfair commercial practices regulations, consumer rights laws, advertising laws, etc.

##### 1.4.2 Our obligations to you:

- to act in good faith and with discretion to best meet your interests;
- to strive to enable the intended use of the Website and ForumPay, take timely measures to correct any operation faults with Service provision and/or ForumPay;
- to timely and properly fulfil our obligations to you.

##### 1.4.3 Eligibility

You are permitted to use our Services if you comply with all the following criteria:

- you have the capacity to enter into and be bound by these Terms and Conditions and any other document related thereto;
- in case of legal representation, you are duly authorized to enter a contractual relationship with us based on these Terms and Conditions on behalf of the person you are representing;
- in case of a natural person, you are of the age of full legal capacity and reside in a country in which our Services are legally accessible;
- in case of a legal person, it is duly established and operates in a country in which our Services are legally accessible;
- your financial status allows you to accept the risks relating to Virtual Assets;
- you have provided accurate and complete information and documents requested by us to verify your identity;
- we are satisfied with the outcome of any identity, fraud and background checks including all other money laundering and terrorist financing checks which we will conduct in relation to you at any time during the term of your relationship with us;
- you create an Account on ForumPay in accordance with the procedure laid down further in these Terms and Conditions;
- you do not use / intend to use ForumPay for anything that is unlawful, malicious or that could disable, overburden, or impair the proper working of ForumPay or may hurt our reputation or otherwise pose any threat to us;
- at all times you comply with the Terms and Conditions and individual agreements (if any) thereof as well as all applicable laws and regulations.

#### 1.4.4 Representations and Warranties

By accepting these Terms and Conditions you:

1. confirm that you are eligible to use our Services by complying with criteria listed in Section 1.4.3;
2. confirm that you have read these Terms and Conditions;
3. commit to be bound by these Terms and Conditions;
4. agree and acknowledge that any and all actions (transactions) performed by using your Account in ForumPay and related to the conclusion and implementation of the Virtual Asset Purchase and Sale Agreements, the use of our other Services and/or discharge of other provisions of the Terms and Conditions shall be valid and causing the same legal effects as the actions (transactions) formalized by a paper document signed by you, and if you are acting on behalf of a legal entity, then also by a paper document signed by you and endorsed with the stamp of such entity;

5. confirm that you have enough knowledge relating to Virtual Assets to use our Services, and understand that you are solely responsible for determining the nature, potential value, suitability, risks and appropriateness of our Services;
6. confirm that any Virtual Asset or Fiat involved by you in an exchange transaction is owned by you and is derived from legitimate sources;
7. confirm that we have not advised you, nor individually recommended to you, to you to use our Services, excluding any advertisement of our Services;
8. confirm to notify us immediately, no later than within 10 (ten) calendar days, of any changes to any information you have provided to us in connection with these Terms and Conditions and/or of any circumstances that have or are likely to have a negative impact on the due discharge of your obligations to us and/or of any circumstances that are material for the performance of these Terms and Conditions and all individual agreements (if any) thereof e. g. names of authorized persons, your name/title, code, place of residence/registered office address, place and nature of business, email address, shareholders' structure, restructuring, bankruptcy or liquidation proceedings, etc. At the request of the Company, you must also submit any documents (originals, duly certified paper copies or scanned copies) supporting such changes in information or circumstances, irrespective of whether such information or documents have been provided to public registers;

9. commit to integrate on your website and/or system a standard disclaimer for shoppers in a

non-modified form and make sure that Your Clients expressly confirm their acquaintance with said

disclaimer prior to making any payment and/or donation to you, where you decide to integrate ForumPay, any part thereof, such as application programming interfaces (APIs) and/or plug-ins on your website and/or system;

10. confirm and understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide, and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services;

11. confirm that your use of our Services does not violate any applicable laws or regulations of any jurisdiction that applies to you;

12. you represent and warrant that all of the above is true and accurate on the day of acceptance of these Terms and Conditions (conclusion of the individual agreement for the provision of our Services) and shall remain true and accurate until you cease to use our Services;

13. For the avoidance of doubt, representations and warranties are personal statements or assurances given by you which we will rely on when we provide our Services to you;

14. To the extent permitted by law we do not warrant the reliability, availability, accuracy or completeness of information on ForumPay. All information is provided "as is" without warranty of any kind, express or implied;

15. We do not warrant that the functions contained in ForumPay will meet your requirements or that the operation of ForumPay will be uninterrupted or error free.

#### 1.4.5 Creation of an Account

Creation of your Account on ForumPay is required for using ForumPay and getting access to our Services.

To create a commercially active Account, you must register on ForumPay and provide us with the information and documents requested by us. In case of legal representation, the representative should provide us with the same information and documents about himself/herself as a natural person. In addition, the representative should provide us with documents proving his/her authorizations.

In case of a legal entity, the representative shall also provide us with information about the director of the legal entity.

We will review and assess information and/or documents submitted to us by you. Upon assessment of the information and documents obtained, the Account will be activated for the use of our Services, unless we conclude that you are not eligible to gain access to ForumPay and our Services.

Login to your Account requires your e-mail address and long-term password (if the one-time password option is enabled, you will need to enter the one-time password as well).

The e-mail address specified by you and intended for your identification and login to your Account shall be valid throughout the entire period of validity of your Account. If needed (upon your request) and upon satisfactory compliance with our request for documents and information from you, we can change your

e-mail address manually.

During the creation of your Account you will be asked to create a long-term password. Later, your long-term password can be changed at any time by taking the appropriate actions specified on the Website.

In addition to a long-term password, you may also enable the 2-factor authentication option. One-time passwords are generated and delivered via SMS or accessible via Google Authenticator. The 2-factor authentication requirement for login to your Account may be turned on or off by following the relevant instructions in your Account. If you lose access to your 2-factor authentication while the 2-factor authentication requirement is still enabled on your Account, you must immediately notify us and if you fulfill any and all requirements and requests we provide for identification of you satisfactorily, only then might we

reset your 2-factor authentication functionality. However, ultimately you alone are fully responsible for any adverse consequences arising from the loss of the access to your one-time password.

#### 1.4.6 User status

If a legal or natural person registers with ForumPay and obtains access to it, but does not verify their identity, they cannot use our Services and such a person is considered as a User.

User can become our Client by, upon registering with ForumPay, successfully passing the identity and AML/CFT verification procedures.

Once User successfully passes verification procedures within ForumPay, his status will change from User to Client.

If at the same time a User holds both statuses i.e. the Client and the representative of one of our Clients, then the rights and obligations of such a User under these Terms and Conditions vary and depend in which capacity he/she acts. When the User acts in his/her own name and interests, he/she is the Client and all relevant Sections of these Terms and Conditions shall apply. When the User represents one of our Clients and acts in the Client's name and on the Client's behalf, then the User is a representative of the Client and the respective Sections of these Terms and Conditions shall apply to the User.

#### 1.4.7 Applicable fees and exchange rates

We shall charge you the Fees and/or apply exchange rates, which are applicable at the moment when a particular transaction is carried out.

The Fee and exchange rates are subject to change at our sole discretion. Changes shall come into force immediately upon publication of updated Fee and exchange rates on our Website or in your Account.

If you owe us any Fees or any other amounts, we will take the respective Fees/amounts you owe us from the Virtual Assets/Fiat we process on your behalf on the due date without your instruction. You hereby authorize us to deduct said Fees/amounts on your behalf.

Please ensure that the required Fees/amounts due from you are available to us on the due date. If you do not have enough Virtual Assets/Fiat to pay the Fees or any other amounts due, we reserve the right to suspend the provision of our Services to you until such Fees/amounts due will be paid to us.

Application of any discount/commission is at our absolute discretion.

#### 1.4.8 AML/CTF requirements

We seek to comply with all relevant legal requirements in the field of AML/CTF. For the purposes of know-your-customer, it is necessary for us to obtain from you and retain the

required documents, information and data confirming your identity and/or the identity of a legal entity you represent and any other relevant documents and/or information.

We shall perform an identification and a risk assessment procedure of/on you and/or a legal entity you represent.

For the purpose of identification and risk assessment, you must submit to us the required information and documents. We shall have the right to take other legitimate measures for the purpose of identification and risk assessment of you and/or a legal entity you represent. Failure to submit required information and/or documents or provision of incorrect or incomplete information and documents, or failure to comply with our other instructions will result in our Services being unavailable to you.

At the moment of establishing a business relationship with us and/or before and/or after the execution of any particular transaction in a Virtual Asset/Fiat, we shall have the right to demand from you any documents and/or information, including, but not limited to those confirming the legal grounds as well as sources (origin) of your funds and other assets and the purpose and planned nature of your business relationships with us, the nature of business and management (shareholding) structure of a legal entity you represent, beneficial owners and/or other documents and information to the extent necessary for us to adequately fulfil the requirements of relevant legal acts in the field of AML/CTF.

We shall have the right to restrict or terminate the provision of our Services if, before and/or after the execution of any particular transaction in a Virtual Asset/Fiat, you do not submit to us or avoid, or refuse to submit to us the requested documents and/or information, or conceal the requested documents and/or information, or provide incorrect or incomplete requested information, or otherwise fail to comply with any other instructions we give.

We shall have the right to verify the information provided by you using reliable and independent sources of information and other lawful methods.

We shall perform monitoring of your transactions and in the case of a suspicious and/or unusual operation or transaction, we shall have the right to suspend it, including, but not limited to, the suspension of a

withdrawal of your Virtual Asset and/or Fiat, for a certain period of time. In that case, we shall not be liable to you for any default on any contractual obligations and/or for any damages or losses sustained by you.

We shall have a general duty to report any suspicious activity identified during the business relationship with you to the relevant authorities as well as other reporting duties deriving from relevant legal acts. We shall not be liable to you for the execution of such duties.

We shall be entitled to terminate a business relationship with you and/or a legal entity you represent at any time if we determine that continuing such a business relationship with you and/or a legal entity you represent exposes us to a money laundering and/or terrorist financing risk we no longer deem acceptable.

#### 1.4.9 Prohibited use

It is strictly prohibited to use any of the Services for any of the following:

- for any unauthorized use of the Services, Website or Your Wallet which would undermine, circumvent, obfuscate or otherwise avoid critical security and monitoring features;
- to conduct or engage in any illegal or unlawful activity;
- to hide or disguise the proceeds of any illegal or unlawful activity;
- to engage in any fraudulent or malicious activity;
- to control or use an Account that is not yours or a Client you represent;
- to allow anyone who is not a duly authorized person to have access to or use your Account;
- to disable, disassemble, reverse-engineer or decompile ForumPay;
- to act in a way which imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; to transmit or upload any material to ForumPay or the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; to attempt to gain unauthorized access to ForumPay or the Website, Accounts of other persons, computer systems or networks connected to ForumPay or the Website, through password mining or any other means; to use the Account information of another party to access or use ForumPay or the Website;
- to infringe on our proprietary intellectual property;
- to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide our Services;
- to engage in any other use or activity that breaches these Terms and Conditions or is not in conformity with sustainable activities of the Company, ensuring of human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the Company.

You are expressly prohibited from instructing third party payments directly to Your Wallet. Doing so may breach important security and monitoring features and will result in fees and penalties the amount of which shall be in our sole discretion.

We reserve the right, without any prior notice or explanation, to refuse any person from using our Services or to terminate an existing relationship with a Client if we have a reasonable doubt that the activity being carried out by that person/Client is in violation of any of the prohibitions specified in this sub-section.

#### 1.4.10 Security

It is your sole responsibility to keep your Account login information and passwords (long-term and

one-time) safe. If you pass on your login information and/or passwords (long-term and/or one-time) to any third party, lose this information or such information becomes otherwise accessible to any third party, you are fully responsible for any possible adverse consequences.

We may stop or suspend the use of ForumPay if we have reasonable grounds for doing so relating to the security of ForumPay or the suspected, unauthorized or fraudulent use of ForumPay. We shall not be held liable for your losses incurred as a result of blocking your access to ForumPay and shall not pay to you any penalty.

We reserve the right to require a change of your Account long-term password at any time by giving emailed notice to you.

#### 1.4.11 Development and Modification of our Software

We reserve the right to exercise our discretion at any time to develop, improve, and otherwise modify the Website and/or the applications comprising ForumPay or other programs related to our Services provision, the functions and functionality of the Website and/or of ForumPay, including, but not limited to: quantity of functions (by both increasing and decreasing it), their scope (by both increasing and decreasing it), procedure for use of the functions, scope of data required for your identification and identification procedures etc. If needed and possible, at our discretion we will publish information about the changes indicated in this Section on the Website. We assume no responsibility for any losses and inconveniences to you and/or any third parties, which may be sustained as a result of exercising our right indicated in this Section, or we are released from such responsibility.

#### 1.4.12 Intellectual property

You shall acknowledge and agree that the performance of the Company under these Terms and Conditions (provision of Services) will provide you with access to various documents, processes, software and other technologies and materials, to which the Company and/or one or more third parties related with the Company will hold all intellectual property rights, including (a) copyrights, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information, including under marketing legislation; (b) all other rights having equivalent or similar effect in any country or jurisdiction in the world (collectively "Intellectual Property Rights").

All copyrights, trademarks, patents, trade secrets and other Intellectual Property Rights relating to the Services, including the systems, platforms, software and documentation provided by the Company to you

are the property of the Company and/or the third party which granted the Company the right to provide/supply them, shall remain at all times the sole and exclusive property of the Company or the relevant third party, and you shall have no right or interest in them except for the right to access and use them in order to use our Services under these Terms and Conditions.

#### 1.4.13 Liability and indemnity

To the extent permitted by law, the Company excludes all liability and responsibility for any losses, damages, costs or expenses, whether in tort (including negligence), contract or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you or any other person may suffer or incur in connection with the Services, the use or inability to use ForumPay, and in respect of any Virtual Asset or otherwise.

Where and to the extent liability for breach or any implied warranty or condition, or otherwise, cannot be excluded, our liability to you is limited to the total amount of the Fees we have earned from you during the last 3 (three) months (from the event giving rise to the claim for liability) as a result of supplying the Services to you. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

We take no responsibility for and will not be liable for any financial loss arising from the use of your Account, the Website, ForumPay and/or our Services, including, but not limited to, (i) loss due to technical faults resulting in a loss of ability to access your Account; (ii) integration of ForumPay, any part thereof, such as application programming interfaces (APIs) and/or plug-ins in your website and/or system; (iii) fluctuations of Virtual Asset or Fiat; (iv) system hacks; (v) loss due to misuse, fraudulent use or other exploitation of our payment processing "zero-confirmation" / "instant approval" feature by you or Your Clients; (vi) server failure or data loss; (vii) technical faults of the Virtual Asset system; (viii) forgotten passwords (long-term and one-time); (ix) security of your passwords (long-term and one-time) and private keys; (x) unauthorized access to your Account; (xi) corrupted files or data; (xii) incorrectly constructed transactions or mistyped Virtual Assets addresses.

We take no responsibility for and will not be liable for any non-compliance with Services' quality or quantity requirements laid down in these Terms and Conditions, all individual agreements (if any) thereof or provided otherwise (e. g. on our Website), if such our non-compliance is caused due to non-performance or improper performance of any obligations of any third parties engaged by us for the provision of Services.

We do not provide any financial, investment or legal advice in connection with the Services. We may provide information on the price, range, volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. Any decision relating to Virtual Assets is the Client's decision and we will not be liable for any loss suffered in relation thereto.

Without any limitation of other terms in these Terms and Conditions, you acknowledge that the Company bears no liability for any damage, loss (including loss of profit), delay,

inconvenience, failure in performance or interruption of the provision of Services, the Website and/or ForumPay, in each case caused by or resulting from (directly or indirectly):

- any computer virus, spyware, scareware, Trojan horse, worms or other malware or cyber, phishing or spoofing attack that may affect your computer or other device;
- any “hard fork”, “soft fork”, or other change in the operating rules of an underlying Virtual Asset network;
- any “51% attack” on an underlying Virtual Asset network;
- any “double-spending” of Virtual Assets related to your Merchant activities and/or Your Clients;
- any suspension of the Services permitted under these Terms and Conditions;
- any other cause or condition beyond our reasonable control.

You agree to indemnify, release and hold harmless us, our affiliates and any company under common ownership or control with us or our affiliates as well as the officers, directors, agents, representatives and employees of the foregoing, from any claim, liability, loss, expense or demand, including legal fees, related to your use of our Services.

#### 1.4.14 Taxes

It is your own responsibility for paying any taxes applicable to you in relation to using our Services.

We make no representations in relation to tax liabilities, assume no tax liability for any Client, assume no responsibility for the tax liability of any Client, not for collecting, reporting, withholding or remitting any taxes arising from any Services that you may use.

In case we are obliged under applicable law or voluntarily decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

#### 1.4.15 Complaints

If you want to submit a complaint, you may do so by e-mail to [support@forumpay.com](mailto:support@forumpay.com) or by using our contact form provided on the Website under the menu item “Contact Us”.

Complaints shall be submitted (and will be responded to) in English. We commit to handle complaints fairly and promptly.

#### 1.4.16 Communication

Any communication between you and us shall take place primarily via e-mails.

Disclosure of any information via e-mails shall be considered as duly submitted only if such information is sent to and from the e-mail addresses that are disclosed under these Terms and Conditions and individual agreements (if any) thereof:

1. Company's e-mail address that should be used for communication is support@forumpay.com;
2. Client's e-mail address that will be used for the communication is the email address you used for registering on ForumPay. Communication via other e-mail addresses shall not be considered appropriate unless otherwise agreed by the Parties.

Notices and other communications sent by e-mails specified under Section 1.4.16 shall be deemed delivered to and received by the Party on the same Business Day it was sent (in case it is sent on a non-Business Day - on the earliest Business Day).

Under certain circumstances, especially in emergency cases, we may also contact you by using any other means of communication and contact details you have provided to us.

The Client must immediately inform us about changes in their contact details. At the request of the Company, the Client must provide the respective documents supporting the change of any contact details. If the Client does not fulfil their duties referred to in this Section, the notifications communicated on the basis of the most recent details specified by the Client to the Company shall be deemed as duly sent and any obligation fulfilled on the basis of such details – as duly discharged by the Company.

The Client who fails to receive from the Company any notifications which it was to receive under these Terms and Conditions or individual agreements (if any) thereof or for the provision of which the Client has submitted a separate request to the Company, the Client must immediately inform the Company.

We shall not be responsible for any mistake, inaccuracy, technical defect or damage caused by incorrect, outdated Client contact details and their subsequent use by us.

We shall have the right to require the Client to provide original documents and/or copies certified by a notary or any other person authorized by the state. We shall also have a right to require that documents drawn up abroad be translated into English and/or legalized and/or attached with an Apostille.

The Client is fully liable for correctness of data, orders and documents submitted to us.

All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to the Company shall be borne by the Client.

If documents provided by the Client to the Company are inconsistent with the requirements established by legal acts and/or by the Company, and/or if the Company has reasonable doubt as to the authenticity or accuracy of the submitted documents, the Company shall have the right to suspend the provision of Services to the Client and/or to demand from the Client the submission of additional documents.

It is your responsibility to regularly check the proper functioning of your e-mail or other methods of communication that you use to communicate with us and to retrieve and read messages relating to our Services provided to you. We shall not be liable for any loss arising out of your failure to do so.

#### 1.4.17 Data protection

In order to provide Virtual Asset purchasing and payment processing services, we collect, use, store and otherwise process information about you as permitted by the applicable laws and regulations.

We will collect, use, store, and otherwise process information about you as described in detail by our Privacy Policy available on our Website and updated from time to time, as well as other provisions of these Terms and Conditions. You have to familiarize yourself with the Privacy Policy prior to accepting these Terms and Conditions or executing an individual agreement (if any) for the provision of our Services. In case you find the Privacy Policy or any parts thereof unclear or unintelligible, please inform us about your concern prior to accepting these Terms and Conditions or executing an individual agreement for the provision of our Services. By way of accepting these Terms and Conditions or executing an individual agreement for the provision of our Services, you acknowledge that you have familiarized yourself with and understood the Privacy Policy.

We implement appropriate technical and organizational measures to protect personal data against

accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

You are obliged to inform us in writing immediately in case any information we hold about you is inaccurate or not up to date or you believe that any of the information about you is collected, used and stored by us in a manner not compliant with applicable laws.

By accepting these Terms and Conditions you or an entity you represent, as a data controller, authorize us, as a data processor to process personal data controlled by you and provided to us (information about your shoppers and donators) on your behalf and pursuant to your instructions for the sole purpose of providing you with access to ForumPay and provision of our Services. The data will be processed in accordance with the EU data protection standard.

#### 1.4.18 Information Storage

We undertake to store essential information related to entering into and the fulfilment of Virtual Asset Purchase and Sale Agreements for our own needs for at least 5 (five) years in durable media of our choice.

On the other hand, in order to have proof of actions taken by you or by us in fulfilment of these Terms and Conditions, you should save corresponding information and store it in durable media of your choice.

We undertake to make appropriate efforts in accordance with usual practices in safekeeping information related to provision of the Services (including your data); however, we cannot guarantee total security of the information and data.

#### 1.4.19 Confidentiality

The Parties acknowledge that, from time to time, the Party (the “Disclosing Party”) may disclose to the other Party (the “Receiving Party”) either directly or indirectly by way of using/rendering the Services, electronically, in writing, orally or otherwise, information which is proprietary or confidential or which would, under the circumstances, be understood by a reasonable person to be proprietary and non-public, including without limitation, the information on the content of transactions with the Virtual Assets, security requirements related to transactions with a Virtual Asset, technical data, know-how, trade secrets related to activities of any of the Parties, the non-public Company information and all unpublished service manuals, information, data and other similar materials or records provided by the Party to the other Party pursuant to these Terms and Conditions or otherwise (“Confidential Information”).

The Receiving Party shall use such Confidential Information solely for fulfilling its responsibilities and obligations under these Terms and Conditions and for no other purposes. The Receiving Party shall retain such Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party’s written consent, except to the third party(ies) engaged/contacted by the Company in order to ensure provision of Services/compliance with applicable legislation as well as to law enforcement.

Each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care, and shall be

responsible and liable for any use or disclosure of the Confidential Information by its employees or other related persons in violation of these Terms and Conditions.

The Party shall immediately notify the other Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure of Confidential Information.

The obligations set forth in this subsection shall not apply to information that the Receiving Party is able to demonstrate, through clear and convincing evidence:

- was already known to the Receiving Party without an obligation of confidentiality at the time of disclosure hereunder;
- was generally available to the public at the time of its disclosure to the Receiving Party hereunder;
- became generally available to the public after its disclosure other than through an act or omission of the Receiving Party in breach of these Terms and Conditions; or

- was subsequently, lawfully and independently disclosed to the Receiving Party by a person other than the Disclosing Party, not in violation of the confidentiality agreement, arrangement or understanding with such person.

In the event that any disclosure of the Confidential Information is required by you pursuant to applicable

law, you shall provide us a reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefor. If we fail to contest the need for such disclosure or to obtain a protective order, you may disclose only that portion of the Confidential Information that is legally so required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure.

You shall acknowledge and agree that the disclosure of information which may be considered as confidential to competent authorities and subcontractors of the Company as well as other persons

engaged/contacted by the Company for the provision of Services/compliance with applicable legislation, shall not be considered as a breach of the confidentiality obligations.

#### 1.4.20 Modification of the Terms and Conditions

We reserve the right to amend these Terms and Conditions unilaterally and at our sole discretion by publishing the amended Terms and Conditions on our Website. The amended Terms and Conditions shall become effective immediately upon their publication on our Website unless otherwise specified. By continuing to use our Services, the Website, and/or ForumPay after any such amendments, you expressly, irrevocably, and unconditionally agree to be bound by the amended Terms and Conditions. It is your responsibility to review the Terms and Conditions regularly to ensure you are aware of any amendments. Your continued use of our Services, the Website, and/or ForumPay constitutes your acknowledgment and acceptance of the amended Terms and Conditions without the need for further notice or confirmation.

#### 1.4.21 Coming into force, suspension, restriction and termination

These Terms and Conditions shall come into force immediately upon being published on our Website and shall remain in force until terminated or replaced with updated or new Terms and Conditions.

We shall have a right to terminate these Terms and Conditions unilaterally (without applying to court) at any time and for any reason by giving you not less than 5 (five) calendar days' emailed notice.

We shall have a right to suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreement and/or repudiate from concluded Virtual Asset Purchase and Sale Agreement and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these Terms and Conditions unilaterally (without applying to court) where so required by legal acts and/or by any competent authority(-ies) with jurisdiction over our activities. The relevant measure shall be applied within a period established under such legal acts or established by the relevant competent authority(-ies). In case such legal acts and/or supervisory authority does not specify a relevant period, then a relevant period shall be determined at our own discretion.

We shall have a right to suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreement and/or repudiate from concluded Virtual Asset Purchase and Sale Agreement and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these Terms and Conditions unilaterally (without applying to court) and immediately at any time due to any of the following significant reasons:

- the Client while using the Services and/or when performing the Terms and Conditions and

individual agreements (if any) thereof provides to the Company incorrect and/or incomplete and/or misleading information or documents, or does not provide, conceals, avoids, or refuses to provide any required information or documents to the Company, or submits documents where the veracity or authenticity is in doubt, or the submitted documents and/or information are not in conformity with requirements established by legal acts and/or the Company;

- the Client fails to provide sufficient evidence and/or documents supporting the lawful basis of the acquisition and/or the source (origin) of funds and/or other assets and/or any previously (currently) performed transactions, and/or avoids or refuses to provide the aforementioned evidence and/or documents; and/or there are other circumstances that indicate the Client is related to money laundering and/or terrorist financing;

- the Client fails to notify the Company about changes in the information provided to the Company and/or about the circumstances which have or are likely to have a negative impact on the due discharge of the Client's obligations to the Company and/or of any circumstances that are material for the performance of these Terms and Conditions and all individual agreements (if any) thereof

and/or, upon Company's request, fails to submit the documents supporting such information or circumstances, as described in Section 1.4.4(8) of Section I of these Terms and Conditions;

- at the request of the Company, the Client fails to submit the data about their financial condition, if such data is necessary for the Company for the assessment of risk on the Client's solvency or fulfilment of obligations, management of the Client's debt to the Company and/or provision of other services;

- the Company has valid information that the Client is unreliable;
- the Client has defaulted on his/her obligations assumed and/or representations and warranties made under these Terms and Conditions and/or individual agreements (if any) concluded with the Company and/or to other creditors and/or no longer meets the eligibility requirements laid down in Section 1.4.3;
- the Client by their unlawful acts have inflicted losses on the Company and/or have caused a real threat of such losses and/or damaged the reputation of the Company;
- in the opinion of the Company, the Client engages in the field of activity with a high level of risk of money laundering and/or terrorist financing;
- according to the information available to the Company, the Client is related or was related in the past to criminal organizations;
- the Client was prosecuted or convicted for criminal offences or misdemeanors
- according to the information available to the Company, the Client is related or was related in the past with activities prohibited by international or national legal acts (e.g., trafficking in people, trafficking in human organs, exploitation of children, smuggling, illicit trade in weapons, ammunition or explosives, illegal trade in narcotic or psychotropic substances, prostitution, management of brothels, etc.);
- according to the information available to the Company, the Client engages in activities without holding the required licenses or other authorizations issued by competent public authorities (e. g. organization of games of chance, trade in precious stones and/or precious metals, etc., without holding the required licenses (authorizations);
- the Client uses the Services for illegal, fraudulent and/or unfair activities;
- the Client is included in the list of persons who are suspected of local or international terrorism and/or terrorist financing;
- the Client is a person who is subject to sanctions for any reasons or who permanently resides in a country that is subject to sanctions;
- the Client is permanent resident of a country that is not a member of the Financial Action Task Force ("FATF") for Combating Money Laundering and Terrorist Financing or of the international organization that has the FATF observer's status and engages in the activities of combating money laundering and terrorist financing;
- the Client is a resident of or has its registered or primary operating address in any of the following jurisdictions: Afghanistan, Algeria, Belarus, Bolivia, Central African Republic, Congo, Crimea, Cuba, Ecuador, Egypt, Ethiopia, Iran, Iraq, Japan, Lebanon, Libya, Mali, Morocco, Myanmar, Namibia, Nicaragua, North Korea, Nepal, Pakistan, Palestine, Russia, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe; or in any other jurisdiction that we may from time to time determine at our sole discretion;
- the Client engages (or plans to engage) in another activity that is not in conformity with sustainable activities of the Company, ensuring of human rights, transparency, gender equality, and ethics, or other activity deemed unacceptable by the Company;

- the Client is a person whose Account is used by third parties without legal grounds, or, in the opinion of the Company, the funds held in or credited to such Account do not belong to the Client, except where there is a special agreement with the Company;
- the Client acts in a way that puts the Company's reputation at risk;
- the Client has registered (created an Account) at ForumPay more than once, except with our permission;
- we have concerns about the security of your Account, or we suspect that you use our Services in a fraudulent or unlawful manner;
- the Client's Account is subject to any pending litigation, investigation and/or we perceive a risk of regulatory non-compliance associated with your Account;
- other circumstances not mentioned above, including, but not limited to, failure to fulfil or improper fulfilment of your obligations specified in the Terms and Conditions and/or individual agreements (if any) thereof and/or your inappropriate, abusive behavior towards us, may also be considered by us as significant reasons, if they indicate that further provision of our Services to you would infringe our, our Clients' or the public legitimate interests.

You shall have the right to terminate these Terms and Conditions unilaterally (without applying to court) and for any reason by giving us 1 (one) month's emailed notice.

Upon the termination of these Terms and Conditions for whatever reason:

1. all rights granted herein shall terminate immediately;
2. each Party shall promptly return to the other Party, or destroy and certify the destruction of all confidential information to the other Party, if any (unless retention of such information is required by applicable laws or foreseen in these Terms and Conditions or related documents);
3. each Party shall remit in full all payments due to another Party according to these Terms and Conditions accruing prior to the date of termination, and following such final payment, neither Party will be entitled to receive any payment from the other Party;
4. any provision of these Terms and Conditions that by its very nature or context is intended to survive any termination, cancellation or expiration hereof, shall so survive; and
5. all other performance obligations of both Parties under these Terms and Conditions shall cease.

We shall not be held liable for consequences arising after we legally suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreements and/or repudiate from concluded Virtual Asset Purchase and Sale

Agreements and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these Terms and Conditions.

Termination of the Terms and Conditions shall not exempt you from the due discharge of all obligations to us arising before the date of termination.

Transactions initiated under the Terms and Conditions before their termination shall be completed in accordance with the provisions of the Terms and Conditions applicable before their termination, unless otherwise agreed by you and us.

The termination of the Terms and Conditions shall also mean the closure of respective Account Miscellaneous

Governing law. These Terms and Conditions, and any disputes or claims arising out of or in connection with these Terms and Conditions, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Poland, the laws of the USA, or the laws of Montenegro as applicable to your counterparty as determined under these Terms and Conditions:

- If your counterparty is Limitlex Inc., the governing law shall be the laws of the United States of America if you are an individual residing in, or a company registered in, the United States, or the laws of Canada if you are an individual residing in, or a company registered in, Canada.
- If your counterparty is FORUMPAY Sp. z o.o., the governing law shall be the laws of the Republic of Poland.
- If your counterparty is FORUMPAY DOO, the governing law shall be the laws of Montenegro.

The courts of the jurisdiction corresponding to the governing law applicable to your counterparty shall have exclusive jurisdiction over any legal disputes arising from or in related to these Terms and Conditions and any related individual agreements (if applicable).

#### Language

You and we shall agree that the language of these Terms and Conditions and any individual agreements (if any) thereof as well as communication between you (or any authorized person) and us is to be English.

#### Enforceability

No provisions of these Terms and Conditions shall be enforceable by any other person other than you and us.

Even if we delay in enforcing under these Terms and Conditions and agreements thereof, we retain the right to enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions or individual agreements (if any) thereof, or

if we delay in taking steps against you in respect of your breach of these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we continue to fulfil these Terms and Conditions and agreements thereof, we can still require you to make the payment at a later date.

#### Relationship of the Parties

The Parties are independent contractors and nothing in the Terms and Conditions and/or individual agreements (if any) thereof shall make the Parties joint venturers, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.

#### Invalidity

If a court finds part of these Terms and Conditions illegal, the rest will continue in force. Each of the subsections of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining subsections will remain in full force and effect.

#### Entire Agreement

This is our entire agreement with you. These Terms and Conditions and any documents referred to in them, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

The Parties may agree on additional conditions which are not provided in these Terms and Conditions, by a separate written agreement. Such agreement shall become an integral part of these Terms and Conditions.

#### Transfer of Rights

You need our written consent to transfer your rights and obligations under these Terms and Conditions and/or individual agreements (if any) thereof, including, but not limited to, to transfer your Account access or rights to your Account, to any third person.

By agreeing to these Terms and Conditions, you expressly consent and agree that we may assign our rights and obligations arising out of these Terms and Conditions and/or individual agreements (if any) thereof to another at any time without your further consent. We will inform you of such an assignment within 10 (ten) Business Days after the assignment.

#### Survival

Any right or obligation of the Parties in these Terms and Conditions and individual agreements (if any) thereof, which, by its express terms or nature and context is intended to survive termination of these Terms and Conditions, will survive any such termination.

## SECTION II. MERCHANT'S USE OF FORUMPAY

This Section II sets out the conditions for the Merchant's use of ForumPay for Services indicated in Section 1.2 of Section I.

The Services described in this Section are intended only for the Merchants as defined in Section 1.3 of Section I. If you do not fit the definition of a Merchant, you cannot use the Services described in this Section.

### 2.1 Virtual Assets in Your Wallet

Having created an Account and successfully passing the verification procedures, you will be able to receive payments in Virtual Assets to Your Wallets as well as exchange those Virtual Assets into Fiat or another kind of Virtual Asset.

You authorize us to exchange and disburse Virtual Assets stored in Your Wallets, as well as deduct the applicable Fees and other costs on your behalf, and to take any and all actions that we find necessary or desirable to provide our Services to you and to comply with any applicable law and these Terms and Conditions.

Payments by Your Client to Your Wallet will be considered as payments made directly to you. You remain the owner of Virtual Assets held in Your Wallet.

We reserve the right to suspend, restrict or terminate the provision of Services to you at any time pursuant to sub-section 1.4.21 of Section I of the Terms and Conditions as well as to refuse to complete, block or reverse a transaction initiated by Your Client if we reasonably believe that it violates these Terms and Conditions or there are other circumstances that may infringe our, our Clients' or the public's legitimate interests.

In relation to payments in Virtual Assets made to you, any legal relations are between you as a Merchant and Your Client making a payment. We are not a party to relations between you as a Merchant and Your Client making payments in Virtual Assets. We do not accept any queries, letters, requests and/or complaints as well as liability for the quality, legality, safety, delivery or any other aspect regarding you, your services, products, activities and/or a payment, or a purchase related to relation between you as a Merchant and Your Client. Any disputes between you as a Merchant and Your Client shall be resolved exclusively between you as a Merchant and Your Client.

### 2.2 Exchange of Virtual Assets from Your Wallet

Once you deposit/receive Virtual Assets into Your Wallet, we will exchange the agreed amount into the Fiat currency as set in your Account, and having deducted the applicable Fees and other costs, transfer all such amounts to you at the agreed time.

You hereby authorize us to automatically or manually (subject to our sole discretion) execute the exchange of deposited/received Virtual Assets, deduct the applicable Fees and other costs and transfer such amounts to you.

The agreed amount of deposited/received Virtual Assets to be exchanged shall be indicated in your Account.

We reserve the right to set the minimum and the maximum amounts to be exchanged in a single operation and/or day by indicating such restrictions on the Website and/or in your Account.

All amounts exchanged shall be transferred to you at the agreed time after the deduction of applicable Fees and other costs. Depending on the jurisdiction of your registered address and/or business activities, payment processing and/or transfers of funds to you will be conducted by Third-Party Features.

The amount of time required to process a transfer referred to in this Section above will depend on various factors, including the performance of third parties. We make no guarantee as to when the exchanged (and not exchanged) and transferred Fiat and/or Virtual Asset will become available to you.

All Virtual Asset exchange risks arising from any transactions will be your sole responsibility.

### 2.3 Abandoned Accounts

If your Account becomes an Abandoned Account as defined in Section 1.3 of Section I with a balance due to you, we may apply to you a monthly Abandoned Account fee.

You authorize and instruct us to deduct the Abandoned Account fee from your Abandoned Account on your behalf. In addition, all costs incurred by us in managing your Abandoned Account, will be deducted from your Abandoned Account on your behalf.

In order to lift the status of an Abandoned Account, you should process a transaction through your Account or update your contact information, depending on the reason why the Account became an Abandoned Account.

We shall not refund any Abandoned Account fees and/or any other costs incurred by us in managing your Abandoned Account already deducted from the Abandoned Account prior to such transaction or update of contact information, as applicable.

If the balance of your Abandoned Account reaches zero or becomes insufficient to cover an Abandoned Account fee and/or any other costs necessary for the management of your Abandoned Account, then we shall have the right to close your Abandoned Account and

terminate these Terms and Conditions unilaterally (without applying to court) and immediately without any prior notice.

Abandoned Funds may be subject to escheatment or other applicable laws in your jurisdiction.