

TERMS OF SERVICE

Last updated on 01.11.2025

THANK YOU FOR VISITING TRUSTYFI.EU. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING ANY SERVICES PROVIDED BY TRUSTIFY AND AVAILABLE ON THE TRUSTYFI PLATFORM.

BY REACHING AND ACCESSING THE PLATFORM, CLICKING THE "BUY", "SIGN IN" OR "CREATE ACCOUNT" BUTTON, AS WELL AS BY ACCESSING OR USING THE SERVICES BY ANY OTHER MEANS, YOU CONSENT TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS AND REGULATIONS INCORPORATED BY REFERENCE AND/OR PUBLISHED ON THE TRUSTYFI PLATFORM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS THE PLATFORM OR USE THE SERVICE(S).

THESE TERMS ARE ONLY APPLICABLE IF YOU ARE AN ELIGIBLE USER FROM A SUPPORTED REGION.

PLEASE BE AWARE THAT CRYPTO-ASSETS MAY EXPERIENCE SUBSTANTIAL VALUE FLUCTUATIONS, POSING AN ECONOMIC LOSS RISK IN BUYING, SELLING, HOLDING, OR INVESTING. IT IS CRUCIAL TO EVALUATE WHETHER TRADING OR HOLDING CRYPTO-ASSETS ALIGNS WITH YOUR FINANCIAL SITUATION.

TRUSTYFI WILL MAKE REASONABLE ENDEAVOURS TO PROVIDE THE SERVICES AND EXECUTE TRANSACTIONS IN STRICT COMPLIANCE WITH YOUR REQUESTS. HOWEVER, TRUSTYFI IS UNABLE TO GUARANTEE THE ERROR-FREE AND SUCCESSFUL EXECUTION OF THE USER'S ORDERS OR REQUESTS. TRUSTYFI SHALL NOT BE LIABLE FOR ANY FAILURE IN THE TRANSACTION EXECUTION PROCESS.

DEFINITIONS

Account means Your personal account opened within the Platform to access the Services available on the Platform.

AML/CFT means Anti-Money Laundering and Countering the Financing of Terrorism.

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| Content | means any informational, marketing, or other non-legally binding materials published on the Platform, related social media or other mediums of communication with You. |
| Crypto-asset | means a limited list of acceptable digital representations of value or rights supported by Trustyfi and approved for use on the Platform, which may be transferred and stored electronically by using distributed ledger technology or similar technology. |
| Deposit, to deposit | means a Transaction aimed at funding Your Account from an external source. |
| Exchange, to exchange | means a Transaction to convert Crypto-assets to Fiat or vice versa, or C through Your Account. |
| External Provider | means a third-party entity responsible for providing technological facilities, software, and services related to the Platform or involved in the Service provision. |
| Fee | means any amount charged by Trustyfi for the use of the Services. |
| Fiat | means a limited list of government-issued currencies supported by Trustyfi and used on the Platform that are established as legal tender, excluding any Crypto-assets. |
| Funds | means Fiat and/or Crypto-assets. |

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| Trustyfi, we | means the Trustyfi.eu Platform operator Datalink sp. z o.o., established and existing under the laws of the Republic of Poland, registration number 0001124387, a duly authorized Virtual Assets Service Provider, which maintains its principal place of business at ul. Hoża 86, apt. 210, Warsaw 00-682, Poland. |
| KYB | means “Know Your Business” process. |
| KYC | means “Know Your Customer” process. |
| Partner | means any Trustyfi officer, partner, employee, contractor, subcontractor (including any lower-tier subcontractor), any entity related to or associated with Trustyfi, directly or indirectly (including subsidiaries, parent companies, and other entities under common control with Trustyfi), or other entities that directly or indirectly take part in the Service provision. |
| PEP | means a politically exposed person. |
| Personal Data | shall have a meaning ascribed in Article 4(1) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. |
| Platform | means the trustyfi.eu website, whether accessed directly or through the Trustyfi widget deployed on the partners' websites and/or the Trustyfi mobile application available at AppStore and Google Play. |

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| Restricted Jurisdictions | means countries, regions, and territories not supported by Trustyfi as further specified in these Terms. The current list of Restricted Jurisdictions may be found on the website. |
| Services | means all and any services offered by Trustyfi or External Providers via the Platform as described in more detail in Part II, except where specifically indicated that other terms and conditions apply. |
| Terms | means these Terms of Service. |
| Transaction | means any digital and non-custodial operation performed by or for the benefit of the User in connection with the Services. |
| User, You | means any eligible individual or a legal entity that accesses and/or uses the Platform and/or the Services provided therein. |
| Wallet | means software accessible via the Platform and available in the User's Account that allows depositing, receiving, transferring, and storing Crypto-assets supported by Trustyfi and available on the Platform. |
| Withdrawal, to withdraw | means a Transaction to transfer Funds from Your Account or Wallet to an external digital wallet or bank account. |

PART I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Terms, as well as all other policies, notices, and regulations incorporated herein or published on the Platform, set out the terms and conditions for the provision of the Services specified in Part II hereto and govern Your access to and use of the Platform.

- 1.2. By visiting or accessing the Platform, registering an Account, and using the Services provided therein, You agree to be legally bound by these Terms and all policies, notices, and regulations published on the Platform and acknowledge and agree that You (i) have understood their meaning and are familiar with their content, and (ii) will be bound by them. If You disagree with any amendments Trustyfi introduces to these Terms or to policies, notices, and regulations published on the Platform, please notify Trustyfi immediately and do not access the Platform or continue using the Services. It is Your own responsibility to read these Terms and all policies, notices, and regulations published on the Platform before using any Services available on the Platform and regularly review them.
- 1.3. As long as You agree to these Terms and comply with the requirements and obligations set herein, Trustyfi grants You a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Platform and the Services.

2. SCOPE OF SERVICES

- 2.1. The Platform offers a simple way to deal with Crypto-assets by using the Services specified in Part II of these Terms.
- 2.2. The Platform and the Services provided therein are available in the listed jurisdictions and for Users who meet certain eligibility requirements. Therefore, depending on Your place of residence or the place from which You access the Platform, You may not be able to use the Platform or some of its parts. Additionally, certain Crypto-Assets might not be supported for specific Services.
- 2.3. The list of available Services, their nature and scope may be unilaterally changed by Trustyfi or, where applicable, by its Partners or External Providers at any time.
- 2.4. The Platform is operated by Trustyfi. However, some Services or parts thereof may be provided by External Providers, Trustyfi Partners or other third parties, You will be informed properly about such third parties.

3. ELIGIBILITY

- 3.1. To use the Platform and the Services, You shall meet the eligibility requirements listed in this Section 3.
- 3.2. By accessing and using the Services, You expressly represent and warrant Trustyfi that You:
 - a. act in Your own name, freely, voluntarily, and without any undue pressure or coercion from Trustyfi or any third party, and with a complete understanding of these Terms, the nature of the Blockchain, Crypto-assets available on the Platform and the Transactions You initiate;
 - b. accept and agree to comply with these Terms and all other policies, notices and regulations published on the Platform, or otherwise communicated to You, and will regularly review them on Your own;
 - c. are of legal age (at least 18 years old) and of sound mind or are a duly incorporated legal entity, and have the full legal power, capacity, and

authority to enter into a legally binding contract with Trustyfi, agree to these Terms, access the Platform and use the Services;

- d. are not restricted, banned, suspended, or removed from using the Platform or the Services;
- e. are not under sanctions or other regulatory restrictions imposed on You and are not involved in any sanctioned activity;
- f. You are not PEP or PEP's family member;
- g. follow the applicable laws in Your place of residence and will not use the Services if any applicable laws in Your domicile prohibit You from doing so;
- h. are residing or incorporated in a country or region supported by Trustyfi; and
- i. You will promptly notify us if any of the aforementioned conditions change.

4. YOUR ACCOUNT

- 4.1. In order to use the Services, You first need to open Your Account by registering on the Platform, providing Your details, completing verification and other KYC or KYB procedures as stipulated by the AML Compliance Notice, and accepting these Terms.
- 4.2. For You to be able to register an Account and/or use the Services, we have to identify and verify You according to the rules of our internal policies, AML Policy, and Privacy Notice.
- 4.3. At any time, You may have only one Account on the Platform.
- 4.4. Any Transaction or action performed via the Account is deemed to be performed by You.
- 4.5. By opening the Account, You represent and warrant to Trustyfi, both at the time of Your application to open the Account and continuously throughout its validity, that:
 - a. You meet the eligibility requirements listed in Section 3 of these Terms;
 - b. the opening of an Account and use of the Services does not violate any laws or regulations applicable to You both in Your domicile and Trustyfi's place of incorporation. You shall independently keep track of changes of applicable legislation in Your domicile and be aware of what rules, obligations, and restrictions apply to Your use of the Platform and the Services at any time when Your Account is opened;
 - c. You agree to provide Trustyfi, its Partners or External Providers with any requested information needed for the identification and verification, AML compliance and service provision purposes not later than within 2 weeks of any such request and permit us to process such information;
 - d. You agree that any information related to You will be processed and may be shared according to the provisions of our Privacy Notice;

- e. any information You submit when registering the Account or at any later time is accurate, truthful, up-to-date, and complete. If any changes to submitted information appear, You shall notify us promptly, but not later than within 5 days of any such changes;
- f. You must not create an Account or use the Services on behalf of another individual or entity unless You are legally authorised to do so and have obtained our prior approval;
- g. You will use the Services only for Yourself and no person other than You has an interest or access to Your Account. You are strictly prohibited from giving any other person or entity access to Your Account or transferring Your Account to any third party;
- h. You are not impersonating any other person, operating under an alias, or otherwise concealing Your identity;
- i. You must create a robust password that is unique to the Account and is not used for any other sites or services, online or offline. You are fully responsible for all activity that occurs under Your Account and agree to notify Trustyfi immediately of any unauthorised use of Your Account, as well as of any other security breach. You are solely responsible for protecting the confidentiality of the Account credentials and will not disclose them to anyone;
- j. You use only secure means and devices to access and use Your Account;
- k. You must not use Your Account and the Services to conduct any illegal, unfair, abusive, manipulative, or illicit activities, including, but not limited to, fraud, money laundering, terrorism financing, or tax evasion;
- l. You are prohibited from using the Account in an attempt to abuse, exploit, or circumvent any restrictions imposed by Trustyfi or applicable law;
- m. You are the only legal owner of the Funds You use on the Platform;
- n. You will not infringe Trustyfi's intellectual property rights, including but not limited to trademarks, copyrights, patents, and any other forms of intellectual property;
- o. You commit to using the Platform responsibly and not in a manner that could impair, incapacitate, or excessively burden it. It includes refraining from uploading harmful elements such as viruses, Trojan horses, spyware, adware, or other malicious software. Additionally, You must not engage in DDoS attacks or disrupt any networks, servers, or equipment that facilitate the Services;
- p. You must not reverse engineer or avoid any security arrangements on the Platform, use any software, artificial intelligence, ultra-high speed, or mass data entry that might manipulate, abuse, or give You an unfair advantage when using the Services;
- q. You must not attempt unauthorised access to the Platform, Accounts of other Users, or any associated systems or networks. Furthermore,

extracting data from the Platform without proper authorisation is prohibited;

- r. You are neither at risk nor the subject of any insolvency proceedings;
- s. You are not under the influence of alcohol, drugs, psychoactive, or other intoxicating substances when accessing the Platform and/or using the Services;
- t. You agree to maintain the confidentiality of all communications and correspondence with us;
- u. You agree to take part in the remote meetings with Trustyfi staff when such are needed for compliance purposes;
- w. You shall immediately notify us about any error, security vulnerability, or other issues detected on the Platform, Account, or the Services, and cease all further actions with the Platform systems, except for those actions that are aimed at preventing loss to You. You will not use system errors, bugs, security vulnerabilities, or otherwise abuse the Platform or the Services;
- x. You acknowledge and agree that You will use the Services and perform all Transactions at Your own discretion and at Your own risk;
- y. You shall bear all risks associated with the violation of any of the representations and warranties listed in this clause.

If any of the above-mentioned representations at any time appear to the contrary, we retain the right to immediately unilaterally suspend or terminate Your Account and Service provision and take any other action prescribed under the applicable law.

- 4.6. Your email address used for Account registration purposes is the primary identification for Your use of the Services. You may change Your associated email address in Your Account settings.
- 4.7. If You have lost access to Your Account and have no access to Your email address used while registering Your Account registration, please contact our support team, and we will try our best to restore it. Please note that to restore the Account, our support team may request You to provide additional information or documents. The restoration process may not be successful in all cases.
- 4.8. During the registration process or any later time, Trustyfi, its Partners and External Providers may check the accuracy of the submitted information and request You to provide additional documents or evidence.
- 4.9. You understand and agree that You shall not hold any Fiat balance within Your Account. Fiat is supported only for Exchange Service provision purposes.
- 4.10. While Trustyfi may implement certain monitoring procedures designed to alert You of fraudulent activity, Trustyfi is not responsible for any unauthorised use of Your Account.
- 4.11. We may refuse to open an Account for You at our sole discretion without providing You with any reasons for our decision.

4.12. If any person needs or is entitled to access a deceased's Account, they shall contact Trustyfi via support@trustyfi.eu. Trustyfi may request supporting documentation before allowing access to the deceased's Account (e.g. a death certificate, will execution affidavits or documents proving the right to administer the deceased's estate). The deceased's Account may only be accessed to withdraw all the remaining Funds and close the Account.

5. RIGHTS AND OBLIGATIONS

5.1. You acknowledge that Trustyfi has the unilateral right at any time and at its sole discretion to:

- a. reject, cancel, suspend or block any Transaction You may place when it is not technically possible to execute such Transaction for AML/CFT compliance reasons or when there is any other appropriate legal ground;
- b. impose limits on Deposits and Withdrawals or any other Transactions You can make;
- c. suspend or terminate Your Account and Service provision in cases stipulated in these Terms, or when we are required to do so according to applicable law;
- d. limit access to, block, terminate or suspend Your Account, and/or freeze or block Your Funds, limit Your ability to withdraw the Funds stored therein due to regulatory compliance reasons or following legal directives such as court orders for asset seizure or fund deductions. We may not always be able to disclose the reason for such actions, freeze, suspension, or limitation under applicable law. Furthermore, we reserve the right to take any other action in connection with Your Account and Funds stored therein if such is stipulated by applicable law and/or required from us by competent authorities, including but not limited to compliance with judicial orders or law enforcement directive. Any amounts of Funds put on hold, frozen or stored by Trustyfi and due to You, are non-interest-bearing;
- e. request You to provide You additional documents and/or the corresponding evidence to assess the accuracy of the information You already submitted;
- f. at any time, directly or through third parties, carry out any checks or make any inquiries as we consider necessary to assess the accuracy of the information You submit and take any action we reasonably deem necessary based on the results of such enquiries;
- g. make changes to, remove or suspend one or more types of Funds from the list of supported Crypto-assets or Fiat currencies;
- h. share Your personal information with third parties involved in the Service provision, as well as with competent authorities and other third parties in accordance with our Privacy Notice or when applicable law requires us to do so;
- i. satisfy any outstanding obligation that You may have to us with any of Your Funds or property in the possession, or control of Trustyfi or its

Partners or affiliates in the event of Your failure to cover Fees due to Trustyfi;

- j. modify the functionality of the Platform, its configurations and the Content;
- k. limit or otherwise change the availability of the Platform with respect to particular Funds or Services;
- l. restrict access to, impose limits on, suspend, stop or cancel the use of the Platform (including, without limitation, discontinuing Your use of the API) and/or Services either generally or for particular Funds, Transactions or Users, or to discontinue transmission of any or all information;
- m. charge fees for storage, management, administration and safekeeping of Your Funds;
- n. suspend, block or terminate Your Account, access to the Platform in case of breach of these Terms.

5.2. Please note that the exchange rates vary regularly and are affected by external circumstances outside of our control.

The Transactions will be performed according to the price or exchange rate displayed to You when You finally approve the Transaction, subject to the applicable Fees. However, due to the high volatility inherent to Crypto-assets, exchange rates displayed on the Platform, as well as the applicable Fee calculations may not always be up-to-date or completely accurate. In such cases, we may cancel or adjust Your Transactions within a reasonable time and shall provide You with an explanation of the actions taken.

5.3. If, due to the Platform's technical problem, error or glitch, You receive an amount exceeding the amount You were entitled to or requested You undertake to immediately notify Trustyfi and to return the excess amount to the Account. Trustyfi may unilaterally and without Your approval sell Your Crypto-assets stored in the Account in the necessary proportional amount at any moment thereafter and use the proceeds to set off Your debt to Trustyfi.

5.4. You agree to promptly compensate Trustyfi all damages, costs, and expenses, including reasonable attorney's fees, incurred by Trustyfi (i) in the enforcement of any of the provisions of these Terms (ii) as a result of initiated disputes or investigations, expertise or analysis, on a fee-paid or other basis or (iii) other legally binding obligations between You and Trustyfi. Trustyfi under these Terms or any other legally binding agreements between You and Trustyfi. We reserve the right to initiate a direct debit of Funds from Your Account to cover (set off) any damages or amounts owed by You to Trustyfi under these Terms or any other legally binding agreements between You and Trustyfi.

5.5. Trustyfi may at any time and at its own discretion introduce and amend time limits applicable to performing further Transactions when You reach a certain volume of Transactions performed within a certain time period.

5.6. You may only deposit or withdraw Funds to Your Account by using a limited list of cashless payment methods accepted by Trustyfi and made available on the Platform. We do not guarantee the availability of any particular payment

method and may make changes to or discontinue a particular Withdrawal or Deposit payment method at any time.

- 5.7. By utilising the third-party Fiat payment initiation service, You acknowledge and agree that this service is provided independently and is not under our control or authority. Our obligation is solely to facilitate Your access to this service. We bear no agency relationship with the Fiat payment initiation service providers and, thus, cannot bind them in any contractual matters with You.
- 5.8. You are solely responsible for paying taxes, calculating and declaring Your activities to the appropriate tax authorities, and adhering to relevant tax laws in Your jurisdiction. We do not serve as a tax agent for withholding taxes on Your income from Transactions and bear no responsibility for determining the tax implications of Your Transactions or for handling the collection, reporting, or submission of any taxes arising from Your Transactions. We will only perform tax withholdings or filings if mandated by law.
- 5.9. Upon Your written request, we will issue Your Account statement in a digital format, allowing You to obtain an overview of the Transactions performed via Your Account over a specified period of time.
- 5.10. If You conduct or attempt to conduct any Transaction in violation of the prohibitions contained in these Terms, Trustyfi reserves the right to:
 - a. reverse the Transaction;
 - b. suspend the Transaction or suspend Your Account;
 - c. report the Transaction to the appropriate law enforcement agency;
 - d. claim damages from You.
- 5.11. You should immediately notify us in writing if any Trustyfi staff members, agents, or third parties propose any agreements or make representations about the Platform, the Account, or the Services that differ from Trustyfi's statements. It is crucial that any additional agreements governing Your use of the Platform and the provision of the Services are solely between You and Trustyfi. If an agreement regarding Your use of the Platform and the provision of the Services is reached with an unauthorised representative of Trustyfi, such an agreement will not affect these Terms or the Services and shall have no legal effect on us.

6. NO FINANCIAL ADVICE

- 6.1. None of our actions shall be treated as a provision of professional advice:
 - a. Trustyfi in no way shall be treated, viewed, or recognised as an investment, financial, tax, legal or any other professional advisor or a deposit intermediary;
 - b. No provision in these Terms, as well as no Content, shall constitute financial, investment, tax, legal, or any other professional advice, nor does it constitute an offer or solicitation to buy, sell, or invest in securities or assets of any kind;

and You are solely responsible for all Your decisions and actions arising from Your use of the Platform or interaction with us.

7. RESTRICTED JURISDICTIONS

- 7.1. We do not guarantee the availability of the Platform and the Services in all countries, regions and/or for all categories of Users.
- 7.2. Platform and/or the Services may be unavailable and restricted for use by residents of the following Restricted Jurisdictions:
 - a. countries and regions specified in the EU, UN, OFAC, UK, and other relevant sanctions lists;
 - b. countries and regions identified by the FATF as high-risk, non-cooperative or having strategic AML/CFT deficiencies;
 - c. The USA and other countries and regions that are not supported by Trustyfi.
- 7.3. Due to high-frequent changes in regulatory requirements, we reserve the right to update the list of Restricted Jurisdictions at any time, as well as refuse to onboard any User that Trustyfi finds unable to serve because of regulatory or policy reasons at our sole and absolute discretion.
- 7.4. In case we discover or have reasonable grounds to suspect that You became a resident of a country or region not serviced by Trustyfi, we will terminate Your Account and the provision of the Services immediately.
- 7.5. Trustyfi does not accept Transactions to or from the USA, its territories or possessions, or in the jurisdictions identified by the FATF as high-risk or non-cooperative and jurisdictions identified by the EU as non-cooperative for tax purposes.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1. Trustyfi and its Partners, External Providers, affiliates, owners, directors, officers, staff members, and agents in no event shall be liable to You or any other third party for any all claims, demands, costs, expenses, losses, liabilities, and damages of every kind and nature, including, without limitation, any attorneys' fees, which may arise from:
 - a. Your use, unauthorised use, or misuse of Trustyfi's Services, Account, and the Platform;
 - b. Your breach of these Terms, any regulations published on the Platform, or other legally binding obligations between You and Trustyfi;
 - c. Your violation of any applicable law;
 - d. our Partners', External Providers', agents' or any other third parties' conduct of any nature whatsoever, as well as their failure to perform their obligations;
 - e. any charges You have to pay to third parties;
 - f. any disruption or impairment of the Platform or the Service, or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder;

- g. any unauthorised or fraudulent access to Your Account or use of our Services, including, but not limited to, the cases when the unauthorised access resulted from Your negligence, breaches in Your device security, social engineering, or any other reasons whatsoever;
- h. unauthorised Transactions made via Your Account;
- i. any errors or mistakes You make when executing the Transactions, including, but not limited to, using the wrong Blockchain network, the wrong external digital wallet or any account, mistiming or mis-submission of orders or instructions, attempting to use not supported Crypto-assets for performing Transactions or providing incorrect details or Transaction amounts;
- j. delays, inaccuracies, errors, or omissions in any data provided to You in connection with the Account, the Platform, or the Services;
- k. any interruption or cessation of the Services or interruption in the work or availability of the Platform, malfunction or failure of transmission, communication or computer facilities, or any transmission errors, technical faults, malfunctions, illegal intervention in the equipment, overloads, malicious Platform attacks, suspension of access by third parties, system and software malfunctions, interruptions, or other deficiencies on the part of any Services provided by Trustyfi;
- l. contamination of Your digital devices or computer systems by viruses, worms, trojans, or other malicious code of any kind whatsoever, including when such results in loss of access to or control of Your Account, loss of Funds and/or data;
- m. any partial performance or failure to perform our obligations hereunder for any reason beyond its reasonable control;
- n. any changes to the Platform's Content, functionality, Services, Deposit and Withdrawal payment methods, list of accepted Funds;
- o. loss or corruption of data unless caused by our wilful wrongdoing;
- p. implementation of a legal or regulatory requirement and our compliance with applicable laws;
- q. any termination, suspension, freezing, or restriction of access to the Account or the Services, including Your inability to withdraw Funds, initiate Transactions due to any suspension, freezing, or restriction, in accordance with applicable law, these Terms, any regulations published on the Platform, or other legally binding obligations between You and Trustyfi;
- r. volatility of Funds or assets of any other nature;
- s. force majeure - any events, actions or omissions resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalisations or devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or

communication system or computer facility, whether belonging to Trustyfi, You, any market, or any settlement or clearing system.

- 8.2. Any Services may be limited or unavailable due to system errors, and Trustyfi reserves the right to suspend access to any such Services for this reason without any liability.
- 8.3. Trustyfi shall not be liable for the assessment or payment of any taxes, duties, or other charges that may arise in connection with the Services. We hold no liability for any taxes that may arise from Your Transactions on the Platform.
- 8.4. Trustyfi specifically excludes liability for any loss, harm, distress, or damage suffered by You or any third party as a result of inaccurate or incomplete Content or other information appearing on the Platform, linked websites, social media, and other mediums.
- 8.5. You agree to protect, defend, indemnify and hold harmless Trustyfi and its affiliates, subsidiaries, owners, directors, officers, staff members, and agents from and against any and all claims, demands, costs, expenses, losses, liabilities, and damages of every kind and nature, including, without limitation, any attorneys' fees, imposed upon or incurred by Trustyfi directly or indirectly arising from any of events listed in Sections 8.1-.8.4 above.
- 8.6. The liability of Trustyfi, its Partners, and External Providers must be several and not joint. Trustyfi, its Partners, External Providers, or other third parties shall not be held liable for each other's actions, omission,s or obligations. Trustyfi makes no warranties or representations, express or implied, about any linked Partners', External Providers,' or third-party services, the Partners, External Providers, or third parties they are owned and operated by, the information contained therein, assets available through them, or the suitability, privacy, or security of their products or services. You acknowledge sole responsibility for and assume all risk arising from Your use of the Partners', External Providers', and third-party services, third-party websites, applications, or resources, including the risk of loss for assets traded through such Partners', External Providers', or third-party services. Trustyfi shall not be liable under any circumstances for damages arising from or in any way related to software, products, services, and/or information offered or provided by its Partners, External Provider,s or third parties and accessed through the Platform, the Account, or the Services.
- 8.7. To the fullest extent permitted by the applicable law, the aggregate Trustyfi's liability for losses that cannot be fully excluded on the basis of the limitation of liability provisions outlined in these Terms shall be limited to an aggregate value of one hundred Euros (100.00 EUR) or equivalent in the currency of the relevant jurisdiction.
- 8.8. You acknowledge and agree that in no event shall damages payable by Trustyfi exceed the total amount of Fees paid by You to Trustyfi for the particular services that are subject to the cause of action.
- 8.9. Funds stored on the Account bear no interest.
- 8.10. The limitation of liability and indemnification obligations listed in this Section 8 shall apply to the fullest possible extent permitted by applicable law and shall survive any termination of these Terms or Your use of the Platform and Services provided therein.

8.11. Trustyfi makes reasonable efforts to prevent any fraud and scams. However, Trustyfi cannot be held responsible for any losses incurred as a result of engaging with fraudsters or scammers who manipulate You into using the Platform or the Services. It is Your responsibility to conduct Your own due diligence and exercise caution when dealing with any third parties. We encourage You to only use trusted and verified external digital wallets. If You fall victim to fraud or scam in connection with the Platform or the Services, we will cooperate with You and any competent authorities by providing information available to us. Trustyfi is not liable to compensate for the value of any losses You suffer as a result of third-party fraudulent actions.

9. DISCLAIMER OF WARRANTIES

9.1. Except as expressly provided to the contrary in writing, the Services and the Platform are provided on an "as is" and "as available" basis. Trustyfi expressly disclaims, and the User waives all warranties of any kind, whether expressed, implied, or statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement as to the Services, the Platform, and the Content contained therein. The functionality of the Platform, its configuration, and Content may be modified at any time.

9.2. Trustyfi does not assume any responsibility or risk for Your use of the Platform and the Services and makes no representations or warranties concerning the value of Funds or the changes to the Fee rates.

9.3. Trustyfi makes no representations or warranties that the provision of the Services, functionality and availability of the Platform or any Content contained therein will be uninterrupted, timely, secure, or error-free; nor does Trustyfi make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Platform, the Services or any of the materials contained therein.

9.4. You acknowledge that information You store or transfer through Trustyfi's Platform may become irretrievably lost, corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by External Providers, force majeure or other events, including third-party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside Trustyfi's control. You are solely responsible for backing up and maintaining duplicate copies of any information You store or transfer by using the Platform and Your Account.

9.5. Trustyfi makes no warranty regarding and is not responsible for any use of confidential or private information by third parties.

9.6. You acknowledge that Trustyfi is only able to arrange for Your Transaction to be initiated. Trustyfi makes no representations or warranties that the Transactions You initiate will actually be performed, as the performance of the Transaction is subject to the operation of the Blockchain, External Providers, and other third parties and circumstances, over which Trustyfi has no control. Trustyfi also makes no representations or warranties regarding the performance of Deposits made towards Your Account or Wallet.

9.7. You hereby agree and acknowledge that the Platform, related software, and the Services may be in part or fully provided, supported or maintained by External Providers. Trustyfi does not bear any responsibility or provide any

representations or warranties, whether expressed, implied or statutory, regarding the technological facilities, related software, and the services provided by External Providers.

10. RISK DISCLOSURE

Before using the Services, You should understand the risks involved with Crypto-assets. These assets are complex, speculative, and not suitable for everyone, especially those seeking regular or low-risk returns. By entering into these Terms, You acknowledge and accept all the risks associated with Crypto-assets, including any risks associated with fluctuations in the Crypto-assets exchange rates over time and other risks outlined in our Risk Disclosure.

11. COMMUNICATIONS, STATEMENTS, AND CONFIRMATION

- 11.1. Transaction reports, Account statements, notices and any other communications will be transmitted to You electronically by any means of communication available to Trustyfi, considering the contact details You provided. All Trustyfi communications shall be deemed delivered to You when posted or sent by Trustyfi according to this Section. It is Your sole responsibility to receive such communications.
- 11.2. Transaction reports and Account statements issued to You shall be deemed correct, conclusive and binding upon You unless objected to in writing within 5 days of delivery.
- 11.3. Trustyfi, its Partners and External Providers may submit any legally binding notices in connection with these Terms, the Services or the operation of the Platform, including but not limited to notices regarding the amendment of these Terms or any other legally binding obligation between You, Trustyfi, its Partners or External Providers electronically by any means of communication available to Trustyfi, considering the contact details You provided.
- 11.4. You agree and acknowledge that all communications between You and Trustyfi will be electronically recorded, processed, and stored within the statutory specified timeframes. You further agree to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise between You and Trustyfi. All Your communications with Trustyfi, including, without limitation, any negotiations, disputes, or legal proceedings, shall remain confidential unless any applicable law requires its disclosure.

12. COMPLAINTS

- 12.1. If You have any complaints, feedback, or questions or wish to file a request, please contact us at support@trustyfi.eu and indicate at least Your name, email address, and inquiry. Please note that in order to process Your inquiry, we may ask You to provide additional details.

13. REFUNDS

- 13.1. Due to the irreversible nature of Blockchain Transactions, Trustyfi's ability to issue refunds is limited. For more information, please refer to our Refunds Policy.

14. PRIVACY

- 14.1. Trustyfi treats Your information and Personal Data confidentially to the extent permitted under applicable law and according to the Privacy Notice.

15. GOVERNING LAW AND JURISDICTION

- 15.1. These Terms and all other relations between You and Trustyfi shall be governed by, construed and enforced in accordance with the Republic of Poland's laws without regard to the choice of law principles unless otherwise expressly provided.
- 15.2. All disputes arising out of or in connection with the Platform, Your use of the Services and these Terms, including those connected with consumer rights, shall be submitted to the jurisdiction of the Republic of Poland's courts as the court of the first instance.
- 15.3. Any disputes in connection with these Terms shall be endeavoured to be resolved through negotiations.
- 15.4. Trustyfi may offer to settle any claim in an independent third-party organisation, such as an arbitration court in the jurisdiction of Trustyfi. The User may agree or not agree to take this venue.
- 15.5. Pre-court dispute settlement procedure is mandatory. Before submitting any claim arising out of or in connection with these Terms, the Platform or the Services to court, the claimant must notify the defendant of the intention to sue in writing (send a notice to sue). If the disagreements and disputes are not settled within 30 calendar days from the date of sending the notice to sue, the respective dispute or claim may be submitted to the competent court.

16. ANTI-MONEY LAUNDERING

- 16.1. Trustyfi is committed to providing safe and compliant Services. You may have a look at an overview of our AML Compliance Notice.

17. AMENDMENTS

- 17.1. Trustyfi may amend or change these Terms at any time at its sole discretion. Trustyfi will publish the amendment or an updated version of the Terms on the Platform with an indication of the last update date. Trustyfi is not obliged but reserves the right to additionally notify You about amendments or changes to the Terms via any medium of communication with You, or by publishing the relevant announcement on the Platform. The current version of these Terms is valid until an updated version is published on the Platform. You agree to be bound by the terms of such amendment or change on the earlier of:
 - a. 1 business day after Trustyfi has published such an amendment as specified above; or
 - b. when You first access the Platform after the changes to the Terms are made.
- 17.2. You shall regularly monitor all changes and amendments to these Terms and bear all risks associated with the failure to comply with this obligation.
- 17.3. If You do not agree with any updated version of the Terms, You are required to stop using the Platform and the Services and notify us immediately. In other cases, Your use of the Services will be treated as Your consent to the most recent version of these Terms.

- 17.4. These Terms are drawn up and shall be amended in English. In case of any translation discrepancies into any other languages, the English version shall prevail.

18. TERMINATION AND SUSPENSION

- 18.1. These Terms have no minimum duration. You may terminate Your Account and these Terms at any time, provided that You have no liabilities held by or owed to Trustyfi and the Funds deposited in Your Account are not frozen, suspended or limited from withdrawal. You may also withdraw from these Terms at any time. Please note that any withdrawal from these Terms is governed under the same rules and will have the same legal consequences as the termination of Your Account or these Terms.
- 18.2. A separate request to terminate or withdraw from these Terms will lead to Your Account termination.
- 18.3. To terminate Your Account and these Terms, You shall send a termination notice from Your email address linked to Your Account to support@trustyfi.eu. When we receive a request to terminate the Account, we may ask You to provide additional information or documents for AML/CFT compliance purposes.
- 18.4. You are required to withdraw all Your Funds stored within Your Account prior to the termination date. In some exceptional cases, You may be restricted from withdrawing the Funds from the Account if You have an outstanding debt to Trustyfi or if legal obligations require us to freeze, suspend, or limit Your funds, even if the termination notice is submitted. In such a case, we will still terminate Your Account and notify You about the reason for the restriction of withdrawing the Funds, unless prohibited by law.
- 18.5. The termination of these Terms and/or Your Account shall not affect any Transactions previously entered into and shall not relieve You of any prior obligations arising out of or in connection with these Terms.
- 18.6. Trustyfi may at any time unilaterally suspend or terminate these Terms and Your Account, suspend or refuse the provision of the Services without notice, and satisfy any obligation You may have to Trustyfi, either directly or by way of guarantee with any of Your Funds or property in Trustyfi's or its Partner's affiliates' possession, custody or control in the following cases:
 - a. Your death or judicial declaration of incompetence, or if Trustyfi has a reason to believe that You have died or were declared incompetent. In case of Your death or incompetence, the Account will be suspended until Your estate representative or authorised beneficiary provides sufficient legal documentation proving their authority and instructions to withdraw the Funds remaining on the Account. Trustyfi may also take any other action to comply with applicable law;
 - b. insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings initiated or may be initiated against You. In case of Your insolvency, the Account will be suspended until Your receiver, insolvency administrator, or other authorised beneficiary or representative provides sufficient legal documentation proving their authority and instructions to withdraw

Funds remaining on the Account. Trustyfi may also take any other action to comply with applicable law;

- c. Trustyfi has reasonable concerns regarding Your creditworthiness or financial status;
- d. You are no longer eligible to use the Services or access the Platform, including, without limitation, when You become a resident of a Restricted Jurisdiction or sanctions are imposed on You;
- e. You breach any condition of these Terms, any regulations published on the Platform or other legally binding obligations between Trustyfi and You;
- f. You violate or Trustyfi has reason to believe that You are in violation of any law or regulation that is applicable to Your use of Trustyfi's Services or are involved in illegal or illicit activity, including without limitation if there is any occurrence of money laundering, terrorist financing, fraud or any other crime in connection with the Account or Your Transactions;
- g. You fail to provide the information required by Trustyfi, its Partners or External Providers, provide false, incomplete or outdated information, or Trustyfi, its Partners or External Providers have reasonable grounds to believe that the information provided is false, incomplete or outdated;
- h. Trustyfi is required to do so under applicable law or due to a request of a competent authority.

18.7. Trustyfi may suspend or limit Your Account, the provision of the Services or any Transaction, at any time if:

- a. Trustyfi reasonably believes that Your Account has been compromised or for other security reasons;
- b. the Account is a second or a subsequent Account created by the same User;
- c. Trustyfi reasonably believes that more than one User, person or entity has access to the Account without having obtained proper authorisation from Trustyfi;
- d. the Platform, the Account or any associated technical facilities require updates, security fixes or other technical maintenance. Once relevant maintenance procedures are completed, access to the Account and the Services will be restored;
- e. the Account has a negative balance, or You have any other outstanding debt to Trustyfi;
- f. there is a suspicious or unusual activity on the Account, or Your Transactions;
- g. the Account has been accessed, or attempted to be accessed, from a Restricted Jurisdiction;
- h. where in performing AML/CFT verification and/or monitoring of the Account or Your Transactions, any issue has arisen, including those related to Your identity, address, or source of funds;

- i. You fail to provide the information required by Trustyfi, its Partners or External Providers, provide false, incomplete or outdated information, or Trustyfi, its Partners or External Providers have reasonable grounds to believe that the information provided is false, incomplete or outdated;
- j. Trustyfi reasonably believes that the Funds in the Account are acquired unlawfully or are otherwise involved in any illegal activity;
- k. Trustyfi is required to do so under applicable law, due to a request of a competent authority or due to any pending legal investigation or other proceedings;
- l. In other cases as specified by these Terms.

18.8. In case of suspension, limitation or termination of Your Account, the provision of the Services or these Terms, any pending Transactions to or from Your Account will be reversed or declined when it is technically and organisationally possible to do so.

18.9. We may also terminate these Terms, Your Account, or suspend the Account or the provision of the Services at any time for any reason without liability, penalty, or costs upon giving at least 7 days' prior notice.

18.10. If You believe that Your Account had a positive balance at the moment of termination, please contact us via support@trustyfi.eu for further assistance.

19. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

19.1. Unless otherwise indicated, all copyright and other intellectual property rights of all Content and other materials contained on the Platform or provided in connection with the Services are the property of Trustyfi.

19.2. Trustyfi grants You a limited, non-exclusive, and non-sublicensable permission to access and use the data made available by Trustyfi for personal or internal business use. Such permission does not include any unauthorised distribution, use, modification, or public display of any data made available by Trustyfi. The permission granted under this provision will be automatically terminated if Trustyfi suspends or terminates these Terms or Your access to the Services.

20. INTERPRETATION

20.1. Unless the contrary intention appears, a reference to:

- a. a document or agreement (including a reference to these Terms) is a reference to that document or agreement as amended, supplemented, varied, or replaced;
- b. legislation or to a provision of legislation (including subordinate legislation) is a reference to that provision as extended, applied, amended, or re-enacted and includes any subordinate legislation;
- c. You, Trustyfi, or any other person, including its successors in title, permitted assigns, and permitted transferees, except where otherwise directly specified;
- d. All terms and conditions set out in this Part I apply to the provision of any of the Services listed in Part II of these Terms, irrespective of the

particular service provider, External Provider, Partner, or third party in charge of the provision of the specific Service.

- e. a word that suggests one gender includes the other gender.
- 20.2. Where the context so admits, the singular includes the plural and vice versa, and if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 20.3. Words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation" unless a reference to the contrary is not specified.
- 20.4. Headings to the Sections and Subsections of these Terms are included merely for convenience of reference and shall not affect the meaning of the language included therein. The writing shall include any mode of reproducing words in a legible and permanent form.
- 20.5. None of the provisions of these Terms shall be interpreted as indicating the intent to form a company, association, or joint venture between You and Trustyfi.
- 20.6. Each provision of these Terms must be interpreted in such a way that it is valid and enforceable under the applicable law. If any material provision of these Terms is unenforceable or invalid under applicable law, it shall be deemed to be invalid or unenforceable only to the extent of its unenforceability or invalidity and shall be replaced by a valid and enforceable provision that reflects as closely as possible the legal and economic meaning of the invalid provision. The remaining provisions of these Terms shall remain binding and in force. The same applies to contractual gaps.

21. SUPPORT

Please feel free to contact us via the support chat on the Platform or via any of our social media accounts.

If You have any questions or concerns related to the Terms, Your rights and obligations, You can please use the following details to contact Trustyfi:

DATALINK sp. z o.o.

| | | |
|---------------------|--|------------|
| Registration | number | 0001124387 |
| Address: | ul. Hoża 86, apt. 210, Warsaw 00-682, Poland | |
| support@trustyfi.eu | | |

PART II. SERVICES

1. EXCHANGE SERVICE

- 1.1. Exchange Service allows You to sell Your Funds in exchange for other types of Funds supported by Trustyfi within the exchange rate established by Trustyfi and displayed when Your Exchange Transaction is initiated, subject to the applicability of Trustyfi Fees. Some types of Exchange Transactions may not always be available and may not be supported in all markets and regions. Fiat to Fiat Exchange is not supported.
- 1.2. Exchange Service may be provided via Your Account, occasionally, or in light of the Wallet service provision.
- 1.3. You may initiate an Exchange Transaction by selecting one of the payment methods available on the Platform. Some payment methods may not be available in all markets and regions. Trustyfi does not guarantee the availability of any particular payment method and may make changes to, limit, restrict or discontinue the acceptance of any particular payment method at any time. To use some payment methods, You may be required to complete additional steps, undergo additional identity verification or provide additional information either to us or the External Providers.
- 1.4. When performing Exchange Transactions, You may only use the Wallet, an external digital wallet or a payment account held in Your name or of which You clearly demonstrate ownership.
- 1.5. External Providers may be involved in the processing of Your Exchange Transactions involving Fiat. External Providers' terms and conditions apply.
- 1.6. Depending on the chosen payment method, You may need to provide other information or complete other activities that the External Provider or we may reasonably require to ensure Exchange Transaction execution.
- 1.7. Exchange Transactions are subject to Trustyfi Fees and commissions displayed at the moment of Exchange Transaction initiation. For more details, please see our Pricing and fees disclosure. All fees will be deducted from Your Exchange Transaction.
- 1.8. Exchange Transactions are completed at the exchange rate specified at the moment of Exchange Transaction initiation. Please note that the exchange rate is set and determined solely by Trustyfi and may differ from the market exchange rates. For more details, please see our Pricing and fees disclosure.
- 1.9. Once Trustyfi initiates the Transaction, as may be evidenced by the corresponding Transaction report or bank or Blockchain data, Trustyfi will not be responsible for further executing the Exchange Transaction.
- 1.10. Exchange Transactions may be subject to limits established by Trustyfi and additional KYC/KYB and AML/CFT compliance requirements according to the applicable legislation, and the External Providers' security and legal requirements. In case the established limits are reached or the compliance request is submitted to You, Your ability to perform further Exchange Transactions may be limited or terminated until You take the requested action.

- 1.11. Particular Transaction limits and minimum Transaction thresholds may vary depending on Your chosen payment method or the particular type of Funds to be exchanged.
- 1.12. We may refuse to initiate and proceed with the Exchange Transaction:
 - a. for any AML/CFT or regulatory compliance reason we deem appropriate;
 - b. if the placed Deposit is insufficient to cover the Exchange Transaction amount, our Fees or other applicable commissions;
 - c. if the submitted payment details or digital wallet address are invalid or incorrect;
 - d. if the value of the Exchange Transaction falls beneath the minimum Transaction thresholds established by Trustyfi;
 - e. in other cases when it is not technically possible to initiate and proceed with the Exchange Transaction.
- 1.13. Any Exchange Transactions performed via Your Account shall be done only in Your own name and made only for Your own benefit. Exchange Transactions made in the name or for the benefit of third parties are strictly prohibited. We shall perform Exchange Transactions only between Your Account and another Fiat account and/or digital wallets that are held in Your name or of which You may clearly demonstrate ownership.
- 1.14. The Exchange Transaction is initiated only subject to compliance with other conditions listed in these Terms, and as soon as Your Deposit is in a sufficient amount to cover the Exchange Transaction amount, our Fees and applicable commissions reach Trustyfi. The timeframe for the Exchange Transaction execution varies, as it depends on the External Providers, as well as the Blockchain network.

2. WALLET SERVICE

- 2.1. The Wallet Service allows You to store and manage Your Crypto-assets. The Wallet is accessible through Your Account on the Platform and is available only for registered Users.
- 2.2. The Wallet Service, except for the Exchange Service provided via the Wallet, may be additionally powered by External Providers.
- 2.3. The Transactions performed via Your Wallet may be subject to the Fees charged by Trustyfi or External Providers. The Exchange Transactions You perform with Crypto-assets stored on Your Wallet or to Deposit or Withdraw Crypto-assets to or from Your Wallet are subject to the corresponding Trustyfi Exchange Fees. The amount of Fees applicable to Your Wallet Transaction and charged by Trustyfi, as well as their rates, will be communicated to You before You approve the Transaction. The Fees may vary based on the Wallet Transaction type and amount, chosen payment method, and other circumstances.
- 2.4. The Crypto-assets stored in the Wallet bear no interest.
- 2.5. For Your convenience only, the approximate value and the approximate total balance of Your Funds stored within Your Wallet in Fiat equivalent may be

displayed in the Wallet interface. You shall not treat such an approximate representation of the value of Your Funds as either an official statement or as any obligation we may have towards You, and shall not rely on it in any decision-making, as the displayed value is only a rough estimate of Your Funds and is not applicable for the purposes of Service provision. You may determine the accurate Wallet balance by having a look at the initial value of each type of Funds stored therein. We assume no liability for the value fluctuations of Crypto-assets stored in Your Wallet.

- 2.6. To access the Wallet Service and to perform a Transaction via the Wallet, You may be required to pass an identity verification procedure and provide information and documents we may request. This is required under the applicable AML/CFT laws and regulations.
- 2.7. You may perform the following types of Transactions via the Wallet:
 - a. Deposit Crypto-assets to Your Wallet by (i) depositing them from Your external digital wallet to the relevant address of Your Wallet, free of charge, and/or (ii) exchanging Fiat funds to Crypto-assets under the conditions of the Exchange Service;
 - b. Withdraw (i) Crypto-assets to Your external digital wallet, or (ii) Fiat received as a result of Exchange to Your external payment account, subject to the applicability of withdrawal Fees;
 - c. exchange Funds under the conditions of the Exchange Service.
- 2.8. Any initiated Transaction cannot be altered, retracted, or cancelled. It is Your responsibility to check all Transaction details prior to its initiation and ensure that You have indicated the correct Transaction details, external digital wallet address, and Blockchain network.
- 2.9. The functionality of the Wallet may change from time to time, and performing some types of Transactions or operations via the Wallet may not be available at all times and in all markets and regions.
- 2.10. We may refuse to initiate or proceed with any Wallet Transaction:
 - a. for any AML/CFT or regulatory compliance reason we deem appropriate;
 - b. if performing the Transaction will result in the Wallet having a negative balance;
 - c. if the submitted Transaction details are invalid or incorrect;
 - d. if the value of the Transaction falls beneath the minimum Transaction thresholds established by Trustyfi or External Providers;
 - e. in other cases, when it is not technically possible to initiate or proceed with the Transaction.
- 2.11. Trustyfi may hold Your Crypto-assets with External Providers, acting as custodians. In certain situations permitted under applicable laws, by holding Your Crypto-assets with External Providers, we may register Your Account within such External Providers in our name and for Your benefit. However, Your Crypto-assets stored within such External Providers may not be segregated

from Trustyfi's assets and may not be protected. Any Deposit in Crypto-assets placed by You is not covered by any deposit guarantee scheme.

- 2.12. Upon setting up the Wallet, Trustyfi automatically generates a private key and public key pair for cryptographic security. The public key is shareable for the purposes of performing Transactions. The private key corresponds to Your Wallet address and authorises the movement of Crypto-assets to and from Your Wallet. The private keys for Your Wallet addresses are not disclosed to any third party.
- 2.13. Trustyfi will make reasonable efforts to notify You if any particular type of Crypto-assets stored in Your Wallet is no longer supported. Once we discontinue to support a particular type of Crypto-assets, You will not be able to use it to perform Transactions and will only be able to withdraw them. If not supported Crypto-assets remain in Your Wallet beyond the specified time notified to You, we may convert such Crypto-assets into a different type of Crypto-asset or Fiat upon prior notification or automatically withdraw it to an external digital wallet or Fiat account of which You demonstrated ownership.
- 2.14. In case of suspension, limitation or termination of Your Wallet, the provision of the Services or these Terms, any pending Transactions to or from Your Wallet will be reversed or declined.
- 2.15. You acknowledge and agree that if Your Wallet or Account is terminated for any reason and You have not withdrawn the existing Crypto-assets within six months from the Wallet or Account termination, we reserve the right to apply a holding fee of 0.1% per day on the remaining balance.

3. TRUSTYFI PAYMENTS

- 3.1. You may use our Payments Service to initiate payments in Crypto-assets to merchants who use the Trustyfi Payment Gateway on their websites or apps ("Payment Transaction" or "Trustyfi Payments Services").
- 3.2. While the Trustyfi Payments gateway is operated by Trustyfi, some of the parts of the Payments Service and/or Payment Transaction may be processed by the External Providers, Trustyfi Partners, or other third parties.
- 3.3. To initiate a Payment Transaction, You shall pay the electronic invoice issued in Crypto-assets for the amount agreed between You and the merchant.
- 3.4. Trustyfi, the merchant or other parties involved may ask You to provide the necessary details and pass a KYC check as may be required under applicable law.
- 3.5. You agree that to initiate Payment Transactions, You will use only Your own Wallet, which You can demonstrate ownership of.
- 3.6. We may unilaterally refuse to provide the Trustyfi Payments Service if we find You ineligible for it, or for any other reasons, we deem appropriate.
- 3.7. We will inform the merchant of Your Payment Transaction status.
- 3.8. Should You in performing the Transaction deposit an amount in Crypto-assets that is higher or lower than required, please reach out to the merchant for instructions on further action.
- 3.9. You shall ensure that all Transaction details are correct. This includes verifying

that the correct Blockchain network is used for the Transaction. You shall be solely responsible for errors or mistakes while initiating a Payment Transaction, and understand that this may lead to the permanent loss of Your Crypto-assets.

- 3.10. Fees associated with Transaction processing may affect the final amount the merchant charges You in connection with the Transaction.
- 3.11. Trustyfi is not a party to any arrangement between You and the Merchant. The beneficiary of the Payment Transaction initiated via the Trustyfi Payments gateway, as well as the entity responsible for fulfilling obligations in relation to Your Payment Transaction, is the Merchant.
- 3.12. We do not make any representations or warranties that an initiated Payment Transaction will be successfully performed, as such performance is subject to the operation of the Blockchain, External Providers, and other third parties and circumstances, over which we do not have control.
- 3.13. Any inquiries, communications and complaints in connection with the merchant's goods and services, Payments Transactions, as well as any requests provided in connection with Trustyfi Payments Transactions, including refunds, will not be accepted by Trustyfi must be communicated directly to the merchant.
- 3.14. Trustyfi has no right to process Your refund unless the merchant approves it and instructs Trustyfi accordingly. Unless instructed otherwise by the merchant, refunds will be processed in the same type of Crypto-assets to the same Wallet used in the original Payment Transaction and through the same Blockchain network. Please note that the refunded amount will be calculated by the merchant.
- 3.15. We reserve the right to unilaterally suspend, decline, and/or initiate a refund of Your Payment Transaction due to regulatory requirements, third-party-imposed limitations, our risk assessment, or any other reason we deem appropriate.
- 3.16. To proceed with a refund, including cases where the refund is unilaterally initiated by Trustyfi, you must provide the Merchant with the necessary details of the Wallet. Any provided Wallet shall be suitable for refund purposes from a technical and compliance risk perspective. If this information is not provided within six months from the refund initiation date, Trustyfi will apply a holding fee of 0.1% per day on the Payment Transaction amount thereafter.