

RISK DISCLOSURE

Last updated on 01.11.2025

This Risk Disclosure (the "Disclosure") is provided by Datalink sp. z o.o., a company 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 (the "Trustyfi", "we", "us", or "our"), operating the platform available at trustyfi.eu (the "Platform").

⚠️ IMPORTANT: By using our Services, you acknowledge that you have read, understood, and accepted all risks described in this Disclosure.

1. CRITICAL WARNINGS

Virtual assets carry substantial risks and are not suitable for everyone. You may lose some or all of your investment. Before using our Services:

- Carefully consider if virtual asset transactions suit your financial condition and risk tolerance
- Only invest funds you can afford to lose entirely
- Conduct your own research and do not rely solely on information from Trustyfi
- Understand that Trustyfi does not provide investment, financial, legal, or tax advice

You agree not to hold Trustyfi responsible for losses resulting from these risks.

2. MARKET RISKS

Extreme Price Volatility

Virtual assets experience extreme price volatility and may rapidly lose value or fall to zero. Factors include market sentiment, regulatory changes, technological developments, macroeconomic conditions, trading activity, manipulation, and media coverage.

Not Legal Tender

Virtual assets are not legal tender, lack government backing, and have no protections like traditional currencies.

Liquidity Risk

You may be unable to sell virtual assets when desired or only at unfavorable prices due to insufficient market liquidity, wide bid-ask spreads, or market disruptions.

Total Loss Risk

If market participants lose confidence in a virtual asset due to technological failures, regulatory prohibitions, or competition, it may result in permanent total loss of value.

3. REGULATORY RISKS

The regulatory status of virtual assets varies significantly and is subject to change. Regulatory changes may affect asset value, liquidity, usability, and Trustyfi's ability to provide Services.

Trustyfi may be required by law to suspend accounts, freeze funds, refuse transactions, or report activities to authorities, potentially causing losses.

4. MiCA COMPLIANCE RISKS

Non-Compliant Assets

Not all virtual assets on our Platform comply with EU MiCA requirements. Non-compliant assets present higher risks, including reduced transparency, less stringent standards, and limited protections. **Trustyfi strongly encourages trading only MiCA-compliant assets.**

Stablecoin Risks

⚠️ WARNING: Not all stablecoins on our Platform have MiCA-authorized issuers. Non-authorized stablecoins present higher risks including redemption failure, insufficient reserves, lack of transparency, limited trading options, and de-pegging risk.

Trustyfi strongly encourages trading only stablecoins with MiCA-authorized issuers. Verify authorization at: <https://www.esma.europa.eu/esmas-activities/digital-finance-and-innovation/markets-crypto-assets-regulation-mica>

No Endorsement

Availability of assets on our Platform does not constitute endorsement or investment recommendation. We do not guarantee any asset will meet its objectives.

5. SECURITY & TECHNOLOGY RISKS

Fraud & Theft

Virtual assets may be permanently lost through phishing attacks, spoofing, hacking, malware, or social engineering. Such losses are typically irreversible.

Technical Risks

Software bugs, network attacks, smart contract vulnerabilities, blockchain forks, or system failures may cause loss of assets or prevent access.

Platform Availability

Our Platform relies on complex infrastructure and third-party services. We cannot guarantee uninterrupted, error-free operation. Outages may prevent account access or transaction execution.

Blockchain Network Risks

Trustyfi has no control over blockchain networks. Risks include transaction delays, high fees, failed transactions, protocol changes, and potential 51% attacks.

Network Congestion & Order Delays

Trustyfi uses good faith efforts to fulfill orders, but cannot control blockchain transaction times. Network congestion may cause significant delays, with execution at prices different from expected. Transaction fees may increase substantially during high-demand periods.

6. USER RESPONSIBILITY RISKS

Irreversible Transactions

Virtual asset transactions are generally irreversible and cannot be canceled or refunded, even if sent in error, to wrong addresses, or as a result of fraud.

User Errors

You are responsible for transaction accuracy. **Sending assets to incorrect wallet addresses, selecting wrong assets, or using wrong networks typically results in permanent, irreversible loss. If you transfer to a wallet you control but enter details incorrectly, you will be fully liable for permanent loss.**

Wallet Security

You are solely responsible for securing private keys and seed phrases. **Loss or theft results in permanent, irreversible loss of assets. Trustyfi cannot recover lost private keys or seed phrases.**

Technical Knowledge Required

Safely using virtual assets requires understanding blockchain technology, secure key management, address verification, different networks, and scam identification. Insufficient knowledge may result in errors or losses.

7. THIRD-PARTY RISKS

Trustyfi relies on third-party payment processors, exchanges, custodians, banking partners, and technology providers to deliver Services.

⚠ CRITICAL: Transactions through third parties are not protected as bank deposits. Third-party insolvency may result in total or partial loss of your funds or virtual assets. Third-party failures, fraud, or service interruptions may prevent transaction processing or asset access.

8. FRAUD & SCAM RISKS

Criminals may impersonate Trustyfi through unofficial channels, offering fake services, requesting credentials, or claiming urgent account issues.

Trustyfi will NEVER:

- Contact you via unofficial channels to offer services
- Request passwords, private keys, seed phrases, or 2FA codes
- Offer "backdoor" account access
- Guarantee returns or "risk-free" investments
- Pressure urgent decisions or transfers

Be aware of Ponzi schemes, fake ICOs, pump-and-dump schemes, and fraudulent trading bots.

If you suspect fraud: **(1) Report to Trustyfi via official channels, (2) Report to local law enforcement, (3) Report to financial regulators, (4) Preserve all evidence.**

9. UNAUTHORIZED SERVICES

Only authorized directors and officers of Datalink sp. z o.o. can enter binding agreements on behalf of Trustyfi. **Any agreements by unauthorized individuals are invalid and not binding.**

Before entering into any agreement, contact Trustyfi through official channels to verify authority. Be skeptical of unsolicited offers.

10. ADDITIONAL CONSIDERATIONS

Force Majeure

Natural disasters, war, government actions, telecommunications failures, or cyberattacks may disrupt Services, prevent transactions, or cause loss of access to funds.

No Service Guarantees

Trustyfi does not guarantee uninterrupted operation, availability of specific assets, execution at specific prices/times, or protection against all threats.

Tax Implications

Virtual asset transactions may have tax implications. You are solely responsible for understanding tax obligations, compliance, record-keeping, and payment. **Trustyfi does not provide tax advice. Consult a qualified tax professional.**

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Trustyfi shall not be liable for losses, damages, or expenses arising from risks in this Disclosure
- You acknowledge and accept all risks of using our Services
- You agree to indemnify Trustyfi, its officers, directors, and employees from claims arising from your use of Services

12. YOUR ACKNOWLEDGMENTS

By using our Services, you acknowledge and agree that:

1. You have read and understood this entire Risk Disclosure
2. Virtual asset transactions involve substantial risks, including total loss of investment
3. You have considered suitability based on your financial condition and risk tolerance
4. You are committing only funds you can afford to lose entirely
5. You have made your own independent risk assessment
6. You are solely responsible for evaluating the merits and risks before trading
7. You will conduct your own research and due diligence
8. You understand technical requirements and security considerations
9. You will comply with all applicable laws and regulations
10. You will not hold Trustyfi responsible for losses from disclosed risks
11. This Disclosure does not identify every possible risk
12. The regulatory environment is evolving and uncertain
13. Transactions are generally irreversible
14. You are solely responsible for the security of your wallets and private keys

**⚠ USE OUR SERVICES ONLY IF YOU FULLY UNDERSTAND THESE RISKS
AND CAN AFFORD TO LOSE YOUR ENTIRE INVESTMENT.**