

# GENERAL TERMS AND CONDITIONS

Last Modified: November 6, 2023

**We know it's tempting to skip these General Terms and Conditions, but it's important to establish what You can expect from us as You use the TrustyFi Platform, and what we expect from You.**

These General Terms and Conditions (also referred to as the “**General Terms**”, “**GT**”) are the primary set of terms governing the provision and use of TrustyFi services and products and encompass crucial information and details regarding Your rights and responsibilities, As well as conditions, limitations, and exclusions. These General Terms constitute a legally binding agreement between You and TrustyFi and apply to all users using TrustyFi services and products unless otherwise specified by TrustyFi. By accessing this Platform and using the services therein, You agree to be bound by the following terms and conditions and disclaimers. Please thoroughly review these General Terms, as well as any other regulations published by TrustyFi on the Platform before accessing the Platform or utilising the services it offers.

To use the services provided by TrustyFi, You must agree to these General Terms. If You do not agree to or accept all or a part of these General Terms, please immediately discontinue access to, and use of, all TrustyFi services and products. These General Terms apply to all users of TrustyFi services and products, whether as a guest of the website or a registered user.

## 1. GENERAL

1.1. These General Terms together with the other regulations published by TrustyFi on the <https://trustyfi.eu/> website (the “**Platform**”) constitute the binding legal agreement between You and TrustyFi and govern Your use of the Platform. By accessing the Platform, You agree to be bound by these General Terms, as well as the other regulations published by TrustyFi.

1.2. These General Terms are to be read by You together with any terms, conditions, and disclaimers provided on the Platform. We reserve the right to unilaterally update or revise these General Terms, and other regulations published on the Platform, as well as information, material, and content provided on the Platform from time to time. You agree to be bound by the most current version of these General Terms each time You access the Platform and to regularly review these General Terms as well as other regulations published on the Platform.

1.3. The Platform is owned, operated, and managed by TrustyFi, which is authorised to provide virtual currency services according to the decision on entry into the Slovenian register of virtual currency service providers number: 46018-30/2023-16 (41-02) dated 7/25/2023.

1.4. Within these General Terms any references to:

- “**User**”, “**You**” and “**Your**” are references to You and the person(s) accessing the Platform;

- “TrustyFi”, “we”, “us” and “our” are references to PULSTECH d.o.o., a registered virtual currency service provider in Slovenia with a registered address at Stegne 3, Ljubljana, 1000 Slovenia, registration number: 9400184000, operating the Platform, its successors, assigns, and transferees (and including where applicable its affiliates).

## 2. THE SCOPE OF THE SERVICES

2.1. TrustyFi offers its Users over-the-counter crypto exchange services (the “**OTC Services**”) and corresponding value-added services, including, but not limited to market analysis, research reports, and 24/7 customer support (together with OTC Services jointly referred to as the “**Services**”) provided by TrustyFi on the specific conditions listed in these General Terms and other regulations published on the Platform, as well as according to provisions of individual agreements concluded with the Users.

2.2. You may not be able to use all the functions of the Platform and/or Services provided by TrustyFi, depending on Your place of residence or country of incorporation. It is Your responsibility to follow those rules and laws in Your place of residence and/or place of incorporation.

## 3. PLATFORM USERS

3.1. The Services provided by TrustyFi are available only to corporate Users.

3.2. By accessing the Platform, or entering into business relationships with TrustyFi, You expressly represent and warrant that You:

- follow the rules and laws in Your country of residence and/or country of incorporation;
- have accepted these General Terms;
- have the legal capacity to accept these General Terms and enter into legal agreements involving transactions of virtual assets;
- any of Your representatives or authorised persons are at least 18 years old, has the right to accept these General Terms, and have the capacity to participate in transactions involving virtual assets;
- will only use the Platform and make use of the Services under the conditions outlined in these General Terms, other applicable regulations published on the Platform, and according to provisions of individual agreements concluded, if any;
- any fiat currencies and virtual assets (together jointly the “**Funds**”) used in conjunction with the Services belong to You and are derived from legal sources;
- any Funds deposited to or withdrawn are sent from and/or sent to only Your bank account or digital wallet, which precludes the use of TrustyFi for payments to third parties;
- all actions being carried out by You in connection with the Service provision, do not violate the rights of any third party or applicable laws;
- agree that any information related to You may be shared with appropriately authorised third parties, due to legal obligations such as prevention of crimes and tax purposes and/or to provide the Services.

## 4. VERIFICATION AND ONBOARDING

4.1. To access the services offered by TrustyFi, You will be asked to pass an onboarding process and undergo Know Your Business (the “**KYB**”) and verification procedures by submitting the requested information and supporting documents. You agree that all the information provided must be accurate, true, and kept up-to-date. If You refuse to provide the required documents and information under KYB or to pass verification procedures, we reserve the right not to proceed the onboarding process.

4.2. You hereby authorise us to, directly or indirectly, make any inquiries as we consider it necessary to check the relevance and accuracy of the information provided for verification purposes.

4.3. By requesting the Services, You confirm that You meet the requirements outlined in these General Terms. You also acknowledge that You have read and fully understood the meaning and content of these General Terms. You agree to be bound by them, accept all the obligations set forth herein, and assume all responsibilities stipulated in these General Terms and other regulations published on the Platform at the time of Your use.

## **5. DATA COLLECTION**

5.1. To make use of the Platform, register for and/or use specific Services, You might need to provide us with specific information about You. For information about how we collect, use, share, or otherwise process information about You and Your use of our Platform, please visit our Privacy Notice, which may be amended from time to time.

## **6. USE OF SERVICES**

6.1. The Platform contains general information regarding the Services offered by TrustyFi and enables the User to request offered Services. You understand that to receive the Services, You shall pass the onboarding process, as a result of which an individual bilateral agreement for the provision of Services shall be additionally concluded between You and TrustyFi in writing.

6.2. TrustyFi decides whether to enter into an individual agreement with You and whether to offer You the Services solely on its own discretion and may reject You on each stage of the onboarding process.

6.3. You acknowledge that the primary purpose of visiting the Platform is to obtain the general information regarding the Services and request them.

6.4. You may use the Services only if You possess the full legal capacity to make use of the Services, as well as to agree to and comply with these General Terms and other regulations published on the Platform.

6.5. You commit to refraining from using the Services to infringe upon any applicable laws, rules, or the rights of third parties. You are also prohibited from planning or engaging in illegal or manipulative activities that contravene the recognised laws and regulations in Your domicile or our respective domicile or involve the management of unlawfully acquired Funds.

6.6. The Services must be used solely in Your own name, and You are expressly prohibited from impersonating any individual or legal entity or providing false or misleading information. You may not use the Services to oversee the financial holdings of any third party.

6.7. Unauthorised access attempts to any part or feature of the Platform, interference with or disruption of the Services, and any actions that may compromise the integrity of the Services, including hacking or circumventing protective measures to prevent unauthorised access, are strictly prohibited.

6.8. You assume full responsibility for all activities related to the Platform that occur from Your devices, including any instances of misuse.

6.9. It is Your sole responsibility to ensure that You use the Platform and Services in strict accordance with these General Terms.

## **7. FEES AND REFUNDS**

7.1. All Fees displayed on the Platform are for informational purposes only. The active Fees will be fixed in the individual agreement reached with You.

7.2. Any paid Service offered will be provided to You only once the relevant Fee is paid unless otherwise indicated in the individual agreement reached with You.

7.3. If You decide to cancel an ordered Service and the Service is already initiated, we are not obligated to provide a refund, unless a bilateral agreement stipulates otherwise.

7.4. We offer various payment methods and may, at our sole discretion, add, remove, or temporarily or permanently suspend any of them.

7.5. Transactions conducted in the view of Service provision may be subject to taxes under Your domestic legislation and additional fees imposed by external Service providers. It is Your responsibility to fulfil all applicable tax obligations and cover any additional fees arising from Your use of the Services

7.6. You are required to provide us with accurate, truthful, and complete payment information that pertains to You.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. Any content and software displayed, distributed, or otherwise made available via the Platform, are the exclusive property of TrustyFi and are protected by copyright, patent, trademark, and any other applicable laws unless otherwise specified hereby.

8.2. The trademarks, trade names, service marks, and logos of TrustyFi and other entities featured on the Platform are the property of TrustyFi and their owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video, and audio materials found on this Site are the exclusive property of TrustyFi.

8.3. All content present on the Platform is not to be copied, reproduced, altered, republished, uploaded, posted, transmitted, scraped, collected, or distributed through any means, whether

manual or automated. It is strictly prohibited to use any content from the Platform on another website or within a networked computer environment for any purpose other than those explicitly authorised. Unauthorised use of such content may constitute a violation of copyright, patent, trademark, and other relevant laws, potentially leading to both criminal and civil penalties.

## **9. SUSPENSION, UPDATES AND AVAILABILITY**

9.1. We retain the right to alter, update, discontinue, or implement other modifications to the Platform and Services at any time, without incurring any liability to You or any other party, unless expressly stated otherwise in these General Terms.

9.2. In exceptional circumstances, such as maintenance, repairs, or security updates, we may temporarily suspend or interrupt the availability of the Platform and provision of Services, whether in part or entirely. Such suspension or interruption of Service does not constitute a breach of our obligations under these General Terms or any other agreement between You and us. It is important to note that the suspension of Service for the reasons outlined in this clause does not exempt You from the obligation to pay any applicable Fees.

9.3. Each Service is offered "as is" and "as available". While we make efforts to ensure the continuous availability of our Services, we cannot guarantee uninterrupted or fault-free access at all times, and we do not accept responsibility for this. Factors beyond our control may affect the quality and availability of the Services.

9.4. The Platform is accessible worldwide, but global access does not imply that all Services are fully or partially available in Your country, or that the content of the Platform is legal or accessible in Your country. Access to specific Services in certain countries may be restricted by us or foreign governments. It is Your responsibility to confirm that Your use of the Platform and the Services it provides is both legal and available in Your country.

## **10. TERMINATION**

10.1. We may immediately terminate Your use of our Services, and refuse further provision of our Services without prior notice, refund, liability, or additional obligation without prior notice, and any liability or additional obligations to You or any other party in the following circumstances (as we consider internally at our sole discretion):

- Your non-compliance with any provision outlined in these General Terms and/or applicable laws and regulations;
- Your failure to fall within our risk appetite;
- Your negative or doubtful business reputation;
- Your actions or omissions that disrupt or impede the normal operation of the Platform and/or Software or may potentially harm, damage, or negatively affect the Platform, or other Software users;
- Suspicions of illegal activities or suspicious transactions conducted using Your device.
- Failure to respond to our requests or refusal to provide requested information within the stipulated timeframe;
- On other grounds, as indicated in the individual agreement reached with You, if any.

10.2. If we have unilaterally restricted or denied You the use of our Services, You are prohibited from attempting to use the Platform.

## **11. DISCLAIMER**

TRUSTYFI PROVIDES SOFTWARE AND SERVICES AND DOES NOT OFFER FINANCIAL, INVESTMENT, LEGAL, TAX, OR ANY OTHER PROFESSIONAL ADVICE. WE ARE NOT RECOGNISED AS A BROKER, FINANCIAL, TAX, INVESTMENT ADVISOR, OR PORTFOLIO MANAGER. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR YOUR SPECIFIC USE OF OUR SERVICES AND/OR THE PLATFORM. YOU EXPRESSLY AGREE TO USE OUR SERVICES AND/OR THE PLATFORM AT YOUR OWN RISK.

WHILE WE STRIVE TO ENSURE THE ACCURACY OF THE INFORMATION PROVIDED ON THE PLATFORM, WE DO NOT ASSUME ANY RESPONSIBILITY FOR MISSING OR INACCURATE INFORMATION. NO CONTENT AND/OR SERVICE IS TAILORED TO YOUR INDIVIDUAL NEEDS.

WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE PLATFORM AND THE SERVICES. SERVICE PERFORMANCE IS DIRECTLY DEPENDENT ON UNRELATED THIRD-PARTY SERVICES. WE DISCLAIM ALL RESPONSIBILITY FOR SERVICE NON-PERFORMANCE CAUSED BY THIRD-PARTY SERVICE PROVIDERS.

VIRTUAL ASSETS ARE INHERENTLY VOLATILE. WE BEAR NO RESPONSIBILITY FOR YOUR FINANCIAL DECISIONS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU MAY INCUR LOSSES, POSSIBLY LOSING SOME OR ALL OF YOUR FUNDS. IN ADDITION TO THE RISKS OUTLINED HERE, THERE ARE OTHER RISKS ASSOCIATED WITH YOUR USE OF THE SOFTWARE, SERVICES, AND THE HOLDING AND USE OF DIGITAL ASSETS, INCLUDING RISKS THAT WE CANNOT FORESEE.

## **12. LIMITATION OF LIABILITY**

12.1. You agree to indemnify and hold TrustyFi harmless from any demands, losses, liabilities, claims, or expenses made against us by third parties arising from or in connection with Your use of the Platform and the Services.

12.2. You acknowledge and agree that, to the extent permitted by applicable law, we shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by unauthorised use of the Services, provided we have fulfilled our obligation to implement reasonable security measures.

12.3. We make no warranties or representations beyond those explicitly stated in these General Terms. The Platform has not been developed to meet Your specific individual needs.

12.4. To the maximum extent permitted by applicable law, You expressly understand and agree that we shall not be liable to You for any direct, indirect, incidental, special, consequential, or

exemplary damages incurred in connection with Your use of the Services. This includes, but is not limited to, any loss of profit, missed opportunities, data loss, or other intangible losses.

12.5. We shall not be held liable to You for any delay or failure to perform any obligation under these General Terms when such delay or failure results from unforeseen events beyond our reasonable control. Such events include, but are not limited to, strikes, armed conflicts, terrorism, riots, natural disasters, epidemics, government license refusals, or actions by other government agencies to the extent that such events prevent or delay the affected party from fulfilling its obligations.

### **13. MISCELLANEOUS**

13.1. Our failure to insist on or enforce strict performance of these General Terms shall not be interpreted as a waiver of any provision or any right we have to enforce these General Terms. Neither shall any course of conduct between TrustyFi and You or any other party modify any provision of these General Terms.

13.2. The English version of these General Terms will be used for interpreting or construing the General Terms. Any translation is provided for informational purposes only and does not hold legal value or create a contractual relationship between the parties.

13.3. We may notify You via email, postal mail, postings within the Platform, or other legally accepted means.

13.4. You may not assign or transfer the General Terms or Your rights and obligations under the General Terms, in whole or in part, without our written consent, and any such attempt shall be deemed null and void. We may transfer our rights under these General Terms to a third party.

13.5. If any provision of these General Terms is held invalid or unenforceable for any reason, the rest of these General Terms will remain in full force and effect.

13.6. These General Terms and any contractual or non-contractual disputes arising from or in connection with the use of the Services shall be governed by and construed under the laws of Slovenia, without considering the conflicts of laws provisions. Any dispute, controversy, or claim related to these General Terms or their breach, termination, or invalidity shall be resolved under Slovenian laws within the jurisdiction of the District Court Ljubljana. At the sole TrustyFi's discretion, any dispute may also be settled through confidential, binding arbitration held in Slovenia and conducted in the English language by a single arbitrator, following the Commercial Arbitration Rules of the American Arbitration Association (the "**Rules**"). The arbitrator will be appointed following the procedures outlined in the Rules. The award or decision of the arbitrator will be final and binding on the parties, and the parties explicitly waive any rights under the laws of any jurisdiction to appeal or challenge the arbitrator's award, ruling, or decision. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.7. If any provision of these General Terms is deemed unenforceable or invalid, that provision will be limited or severed to the extent necessary to ensure that these General Terms otherwise remain in full force and effect.

13.8. You agree that the specific provisions of any individual agreement reached and concluded between You and TrustyFi shall prevail any terms and conditions listed in these General Terms, as well as any other regulation published on the Platform.

13.9. To provide notice to us under these General Terms, You must contact us via email at: [info@trustyfi.eu](mailto:info@trustyfi.eu)