# TERMS OF USE

KairosX Gelephu Pte. Ltd., a private company incorporated under the laws of Bhutan, having its registered office at Level 4, ChoeGo Building, GT1-1791, Phendey Str., Gelephu, Gelephu Mindfulness City, Bhutan, and the holder of a financial services licence issued by the Royal Monetary Authority of Bhutan ("**RMA**") (the "**Company**", "**KairosX**", "**we**", "**us**" or "**our**") operates the platform at https://app.kairosx.com/ that provides payment services including the execution of payment transactions.

By accessing the Platform, creating an account with the Company, or using all or part of the Services, you acknowledge that you have read, understood and agree to be bound by these terms of use ("**Terms**").

Certain features, Services or transactions may be subject to additional terms, policies or notices that will be communicated to you where applicable. Such terms, policies or notices form an integral part of these Terms.

If you do not agree to these Terms, you must not access the Platform, create an account, or use the Services. The electronic acceptance, acknowledgement of these Terms or continued use of the Platform or Services shall constitute an acceptance of these Terms, which shall take effect upon your first access of the Platform or Services. Any failure to comply with these Terms may constitute a violation of applicable securities law. The Company reserves the right to suspend, disable or cancel your account at any time and without notice to you if it deems that you have failed to comply with these Terms.

## 1. INTERPRETATION

### 1.1. Definitions

In these Terms, the following words and expressions (except where the context otherwise requires) shall have the following meanings respectively:

| | | |
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| "**Applicable Laws**" | : | means all Applicable Laws, statutes, codes, ordinances, regulations, rules, directives, judgments, orders, decrees, permits, licences, by-laws, guidelines, notices, circulars and requirements of any Governmental Agency having the force of law and legally enforceable against the relevant person, business, asset, transaction or activity; |
| "**Business Day**" | : | means a day on which commercial banks are open for business in Bhutan (other than Saturdays, Sundays or gazetted public holidays); |
| "**Client**" | : | means a client that has opened an Account with the Company; |
| "**Crypto-Asset Services**" | : | has the meaning ascribed to it in paragraph 3.2.1; |
| "**Crypto-Assets**" | : | means any asset that is issued and/or transferred using distributed ledger, blockchain technology or any equivalent technologies, including, but not limited to, any |

digital payment tokens, cryptocurrencies, coins, tokens and any functionally equivalent digital subjects;

“**Electronic Communications**” : means communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person):

(a) by means of a telecommunication system (whether audio, visual or both); or

(b) by other electronic means (whether wholly or partly),

such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form;

“**FSA**” : means the Financial Services Act of Bhutan 2011;

“**Governmental Agency**” : means any government or governmental, semi-governmental, administrative, fiscal, judicial, regulatory or self-regulatory body, authority, department, commission, tribunal, agency, instrumentality, court, stock exchange or other entity having jurisdiction over the relevant person, asset, business or transaction;

“**Force Majeure Event**” : means any act of God, labour action or dispute, war declared or undeclared, invasion, act of terrorism or sabotage, cyber-terrorism, failures, interruptions, congestion, attacks, forks, vulnerabilities or malfunctions affecting a blockchain protocol, distributed network, validator, smart contract or any underlying technological infrastructure, disruption to the security, integrity, and availability of the internet or blockchain networks, blockade, civil unrest, man-made disaster, government restraint or action, perils of the sea, embargo, disease epidemic, pandemic, public health crisis, radioactive, chemical or biological contamination, accident, nationalization, expropriation, currency restrictions, acts of state, interruptions, IT Malfunction, market data error or other power failure, regulatory changes and for the avoidance of doubt includes any Communications Failure, or any other cause, event or circumstance, whether of the kind specifically enumerated above or otherwise, the occurrence and the effect of which is beyond the reasonable control of, and could not have been reasonably prevented by, the Company whose obligation it affects, notwithstanding the exercise of reasonable foresight, at reasonable cost and by the exercise of reasonable diligence on the Company and which renders due performance of an obligation under these Terms illegal or impracticable;

“**IT Malfunction**” : means any technical problems, power or system failures, malfunctions, internet or technological breakdown, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced;

| | | |
|---|---|---|
| "**Losses**" | : | means all costs, damages, losses, liabilities (including tax liabilities), charges, actions, claims, demands and expenses in connection with any action, suit or proceeding, investigations, judgments, orders whether involving a third party claim or a claim solely between the Parties and includes any incidental, indirect or consequential damages (including any ordinary, direct, indirect, consequential, incidental, special, punitive or exemplary damages), losses (direct or consequential), liabilities or expenses, and any lost profits or diminution in value; |
| "**Platform**" | : | means the platform operated and maintained by the Company to provide the Services to the Users at https://app.kairosx.com/; |
| "**Privacy and Data Protection Policy**" | : | means the personal data and privacy policies adopted by the Company from time to time which is available on the Platform; |
| "**Representative**" | : | means, in relation to a person, any director, officer or employee of, and any adviser or consultant to, that person; |
| "**U.S.**" | : | means the United States of America; and |
| "**U.S. Person**" | : | means any individual or entity that is:<br>(a) a citizen or resident of the U.S.;<br>(b) organised, incorporated, established or formed under the laws of the U.S. or any state, territory or possession thereof;<br>(c) subject to U.S. federal income taxation on a worldwide basis; or<br>(d) otherwise treated as a U.S. person for the purposes of applicable U.S. laws, regulations or sanctions requirements; and |
| "**User**" or "**you**" | : | means a user of the Platform. |

## 2. CLIENT ACCOUNT

### 2.1. Eligibility requirements

2.1.1. In order to access the Platform and use the Services, you must at all times:

(a) be at least eighteen (18) years old or have reached the legal age of majority in your jurisdiction of residence;

(b) have the full legal capacity required to enter into a binding agreement with the Company;

(c) not be subject to any Applicable Laws preventing you from using the Services;

(d) not previously been suspended or removed from using our Services;

(e) reside, be incorporated or be located in a jurisdiction in which the Company is licensed or authorised, or is exempted from the requirement to be licensed or authorised, to provide the relevant Services;

(f) not be a U.S. Person;

(g) satisfy all applicable know-your-client checks, anti-money laundering, counter-terrorist financing and international sanctions requirements;

(h) have performed, and will perform at all times, all of your covenants, agreements, obligations or undertakings under these Terms and any agreements entered into in connection with these Terms; and

(i) if you are using the Services on behalf of a legal entity of which you are an employee, agent or representative, you have all necessary rights, power, and authority to bind such legal entity to these Terms.

2.1.2. The Company reserves the right to refuse the opening of an Account or access to the Services where the eligibility requirements are not satisfied.

2.1.3. You are required to notify us in writing immediately if you have any reason to believe that you do not meet any of the eligibility conditions in paragraph 2.1.1 and such other additional eligibility conditions that may be specified elsewhere in these Terms. We shall have the right to prescribe any additional eligibility conditions in our sole and absolute discretion from time to time.

### 2.2. Account creation

2.2.1. The use of all or part of the Services will require the prior creation of a user account with the Company (the "**Account**").

2.2.2. When registering, you must provide all complete and accurate information and documentation requested by the Company and complete the applicable registration process.

2.2.3. The Company may refuse any application to open an Account or impose additional conditions where reasonably necessary in order to comply with its legal, regulatory or operational obligations.

2.2.4. The Account is personal to the account holder registered with the Company. The Company may limit the number of Accounts that may be opened or maintained by the same Client.

### 2.3. Know-Your-Client (KYC) Checks

2.3.1. Before allowing you to access and use any of the Services, the Company will be required to conduct verification checks in accordance with Applicable Laws and regulations. The Company may request additional information, documents or supporting evidence in order to verify your identity, address, source of funds, professional activity or any other information deemed necessary.

2.3.2. You undertake to cooperate fully with any verification procedures implemented by the Company.

2.3.3. The Company may suspend, restrict or refuse access to all or part of the Services until the required verification procedures have been satisfactorily completed.

### 2.4. Anti-Money Laundering and Counter-Terrorist Financing

2.4.1. The Company is subject to Applicable Laws and regulations relating to anti-money laundering, counter-terrorist financing, international sanctions and other applicable compliance obligations, including any applicable regulatory, technical or implementing standards, guidelines or other measures, as amended, supplemented or replaced from time to time.

2.4.2. Accordingly, the Company may carry out checks, request additional information or documentation and monitor transactions carried out by Clients.

2.4.3. The Company may delay, refuse, suspend or cancel a transaction, restrict access to the Services or close an Account where it considers such action necessary to comply with its legal or regulatory obligations.

2.4.4. The Company shall not be required to disclose to the Client the specific reasons for any measure taken under this clause where disclosure is prohibited by Applicable Law or may compromise an investigation or regulatory obligation.

### 2.5. Information provided by the client

2.5.1. You undertake to provide the Company with accurate, complete, up-to-date and non-misleading information.

2.5.2. You must promptly notify the Company in writing of any changes affecting the information or documentation previously provided.

2.5.3. The Company may at any time request that information relating to your Account be updated or confirmed.

2.5.4. You remain solely responsible for the accuracy of the information provided to the Company.

### 2.6. Access by authorised third parties

2.6.1. Subject to the Company's prior approval and the functionalities available on the Platform, you may authorise certain third parties to access your Account or act on your behalf.

2.6.2. You remain responsible for all actions, instructions and transactions carried out by any person to whom you have granted access or authority.

2.6.3. The Company may restrict, suspend or revoke the access of an authorised third party where it considers such action necessary for security, compliance or Client protection purposes.

### 2.7. Account security

2.7.1. You are responsible for maintaining the confidentiality of your login credentials, passwords, authentication devices and security information.

2.7.2. You must take all reasonable measures to protect your Account against unauthorised access.

2.7.3. You must notify the Company in writing without undue delay as soon as you suspect or become aware of any unauthorised use of your Account, compromise of your credentials or any security incident.

2.7.4. Subject to any mandatory provisions of Applicable Law, the Company shall not be liable for losses resulting from your failure to comply with its security obligations.

### 2.8. Electronic Communications

2.8.1. You agree that the Company may communicate with you via Electronic Communications.

2.8.2. Electronic Communications shall be deemed received on the date they are sent or made available, unless otherwise required by Applicable Law.

2.8.3. You are responsible for regularly reviewing communications sent by the Company and for keeping your contact details up to date.

## 3. SERVICES

### 3.1. Payment services

3.1.1. Subject to compliance with these Terms and Applicable Laws, the Company provides payment services consisting of the execution of payment transactions. Such services may include, without limitation, assisting in the execution of credit transfers (including standing orders).

3.1.2. The terms applicable to the Payment Services are described in Chapter 4 of these Terms.

### 3.2. Crypto-Asset services

3.2.1. Subject to compliance with these Terms and applicable regulatory requirements, the Company provides the following Crypto-Asset services ("**Crypto-Asset Services**"):

(a) custody and administration of Crypto-Assets on behalf of Clients;

(b) exchange of Crypto-Assets for funds;

(c) exchange of Crypto-Assets for other Crypto-Assets;

(d) execution of orders relating to Crypto-Assets on behalf of Clients;

(e) reception and transmission of orders relating to Crypto-Assets on behalf of Clients; and

(f) transfer services for Crypto-Assets on behalf of Clients.

3.2.2. The Company may provide such services in relation to the following categories of Crypto-Assets:

(a) **Native Crypto-Assets**: protocol-native Crypto-Assets operating on their respective blockchains, including BTC, ETH, SOL, AVAX and other similar Crypto-Assets.

(b) **Fiat-referencing stablecoins**: Crypto-Assets referencing a single fiat currency, including USDC, EURC and other regulated stablecoins that have undergone and satisfied the Company's legal, compliance, risk and operational assessment processes.

(c) **Utility and governance tokens**: Crypto-Assets that provide utility, access rights, governance rights or similar functionality within a blockchain protocol or ecosystem, provided they satisfy the Company’s asset listing, legal, compliance, risk and operational due-diligence requirements.

3.2.3. The availability of any particular Crypto-Asset shall at all times remain subject to the Company's internal asset selection procedures, legal assessment, compliance review, risk management framework and ongoing operational monitoring.

3.2.4. The terms applicable to Crypto-Asset Services are described in Chapter 5 of these Terms.

### 3.3. Additional services

3.3.1. The Company may from time to time offer additional functionalities, products or services related to the Services.

3.3.2. Such services may be subject to separate terms and conditions, which will be communicated to you where applicable.

### 3.4. No investment, legal or tax advice

3.4.1. The Company acts solely as a payment and Crypto-Asset service provider and does not provide investment advice, financial advice, legal advice, tax advice, personalised recommendations or discretionary portfolio management services.

3.4.2. No information, market data, analysis, communication, educational content, documentation, publication or other information made available by the Company constitutes:

(a) investment advice or an investment recommendation;

(b) financial, legal or tax advice;

(c) a personalised recommendation relating to a Crypto-Asset or transaction; or

(d) a guarantee of performance, return or capital preservation.

3.4.3. The Client remains solely responsible for assessing the suitability, appropriateness and consequences of any decision to acquire, sell, exchange, hold or transfer Crypto-Assets.

3.4.4. Before using the Services, the Client must ensure that it understands the risks associated with Crypto-Assets, distributed ledger technologies, blockchain protocols and the markets on which Crypto-Assets are traded.

3.4.5. The Client remains solely responsible for complying with any accounting, tax, reporting, regulatory or legal obligations arising from the use of the Services or the holding of Crypto-Assets.

3.4.6. No fiduciary relationship, advisory relationship, discretionary management mandate or agency relationship is created between the Company and the Client as a result of the use of the Services.

## 4. PAYMENT SERVICES

### 4.1. Account

4.1.1. For the provision of the Payment Services and the Crypto Asset Services, you must open and maintain an Account with the Company.

4.1.2. The Account enables you to receive funds, hold funds and initiate payment transactions in accordance with these Terms.

4.1.3. The opening, maintenance and use of an Account remain subject to the prior approval of the Company and your ongoing compliance with all applicable legal, regulatory, prudential, operational and compliance requirements.

4.1.4. The Account is personal to you in whose name it is opened and may not be used for the benefit of any third party unless expressly authorised by the Company or otherwise permitted by Applicable Law.

4.1.5. You may use your Account to purchase supported Crypto-Assets through the Platform. By submitting an order, you authorise the Company to debit from your Account the amount required to complete the relevant transaction.

4.1.6. You may also sell supported Crypto-Assets through the Platform. By submitting a sell order, you authorise the Company to debit the relevant Crypto-Assets and credit the corresponding amount of funds to your Account.

4.1.7. All transactions remain subject to the availability of the relevant funds or Crypto-Assets and to any compliance, security, operational or regulatory checks carried out by the Company.

4.1.8. The Company may at any time request additional information or documentation relating to the Account, its use, transactions carried out through it or funds held therein.

4.1.9. The Company may impose limits on the operation of the Account, including with respect to the amounts that may be held, received or transferred, the frequency of transactions or the categories of authorised transactions.

4.1.10. The Client remains solely responsible for the use of the Account and for transactions initiated through it, subject to any mandatory provisions of Applicable Law relating to unauthorised transactions.

4.1.11. The Company may suspend, restrict or close an Account in accordance with these Terms or where it reasonably considers such action necessary to comply with its legal, regulatory or risk management obligations.

### 4.2. Safeguarding of client funds

4.2.1. Funds received by the Company on behalf of Clients in connection with the provision of Payment Services are safeguarded in accordance with applicable regulatory requirements.

4.2.2. The Company implements the measures required under Applicable Law to protect Client funds and preserve their integrity.

4.2.3. Subject to applicable legal requirements, safeguarded funds remain segregated from the Company's own funds and may not be used for the Company's own purposes.

4.2.4. The safeguarding arrangements may be modified where necessary to comply with applicable legal, regulatory or operational requirements.

4.2.5. Additional information regarding the safeguarding of Client funds may be provided upon request or published on the Platform.

4.2.6. For the avoidance of doubt, funds held in your Account are not bank deposits. Such funds are safeguarded by the Company in accordance with the Applicable Laws but are not covered by any investor compensation scheme. You acknowledge and agree that any interest accruing to the funds held in your Account does not accrue to you and shall belong to the Company.

4.2.7. Funds received from you for the purpose of executing Payment Transactions will be safeguarded and held separately from the Company's own funds in accordance with Applicable Laws. Such funds are held for the benefit of customers and are not intended to form part of the Company's assets available for distribution to its general creditors in the event of the Company's insolvency, subject to Applicable Laws.

4.2.8. Accordingly, upon the occurrence of an insolvency event in respect of the Company, customer funds held in safeguarded or segregated accounts are intended to be clearly identifiable and distinguishable from the Company's own funds and assets.

4.2.9. The Company's safeguarding arrangements are designed to protect customer funds and to reduce the risk of such funds being treated as assets of the Company available to satisfy the claims of the Company's general creditors. However, the treatment of customer funds in the event of the Company's insolvency will be subject to Applicable Laws, the terms of the relevant safeguarding arrangements, and any directions, determinations, orders or decisions of the competent courts, insolvency officeholders or regulatory authorities.

### 4.3. Receipt of funds into the Account

4.3.1. The Client may receive funds into the Account through the methods accepted by the Company.

4.3.2. Funds received shall be credited to the Client's Account following actual receipt of the funds by the Company and subject to any verification reasonably deemed necessary.

4.3.3. The Company may delay, restrict or make the availability of funds conditional where it considers that additional verification is necessary in order to comply with its legal, regulatory, prudential or compliance obligations.

4.3.4. The Client remains responsible for the accuracy of the information provided to any person or entity transferring funds to the Client's Account.

4.3.5. The Company may refuse, suspend, return or block any incoming funds where it reasonably considers such action necessary to comply with Applicable Law, prevent fraud, fulfil its compliance obligations, protect the interests of Clients or preserve the integrity of the Platform.

4.3.6. The receipt of funds into an Account does not entitle the Client to any remuneration, interest or yield unless expressly stated otherwise by the Company.

### 4.4. Credit transfers

4.4.1. The Client may initiate credit transfers from the Account through the functionalities made available by the Company.

4.4.2. The Company executes credit transfers upon the Client's instruction, subject to the availability of sufficient funds, completion of applicable checks and compliance with these Terms.

4.4.3. Prior to executing a credit transfer, the Company may verify the authenticity of the payment instruction, the identity of the Client, the availability of funds and any information necessary for the execution of the transaction.

4.4.4. The Client is responsible for the accuracy, completeness and validity of the information provided for the execution of a credit transfer, including the beneficiary details, the applicable unique identifier and any required payment reference.

4.4.5. Subject to Applicable Law, credit transfers shall be executed within the timeframes communicated to the Client and in accordance with the information provided at the time the transaction is initiated.

### 4.5. Receipt and execution of payment orders

4.5.1. The Client may submit payment orders to the Company through the means made available on the Platform.

4.5.2. A payment order shall be deemed received when it is effectively received by the Company in accordance with the applicable procedures.

4.5.3. The Company may treat as authentic any instruction transmitted using the authentication, security or access credentials associated with the Client's Account.

4.5.4. Once received, the payment order shall be executed in accordance with the information provided by the Client and subject to the necessary checks.

4.5.5. The Company may establish cut-off times for the receipt of payment orders. Orders received after the applicable cut-off time may be deemed received on the following Business Day.

### 4.6. Revocation of a payment order

4.6.1. The Client may revoke a payment order until such order becomes irrevocable under Applicable Law.

4.6.2. Once a payment order has become irrevocable, the Company is not required to accept its revocation, amendment or cancellation.

4.6.3. Where a standing order has been established, the Client may revoke the instruction for future transactions in accordance with the procedures communicated by the Company.

### 4.7. Refusal to execute a payment order

4.7.1. The Company may refuse, suspend, delay or cancel the execution of a payment order where it reasonably considers such action necessary in order to:

(a) comply with a legal, regulatory or prudential obligation;

(b) comply with a request from a Governmental Agency;

(c) prevent or detect fraud, suspicious activity or a breach of these Terms;

(d) comply with its obligations relating to anti-money laundering, counter-terrorist financing, international sanctions or any other compliance obligation;

(e) protect the security of the Platform, the Services, Clients or the Company; or

(f) address an operational, legal, financial or reputational risk.

4.7.2. The Company may also refuse to execute a payment order where the information provided is incomplete, inaccurate or inconsistent, or where the available funds are insufficient.

4.7.3. Where legally permitted, the Company shall inform the Client of the refusal, delay or cancellation of the transaction and, where appropriate, the reasons for such decision.

### 4.8. Unauthorised transactions

4.8.1. The Client must notify the Company without undue delay upon becoming aware of any unauthorised, fraudulent or non-consented payment transaction.

4.8.2. The Client must cooperate with the Company and provide any information or documentation reasonably necessary to enable the investigation of the claim.

4.8.3. Subject to the limitations provided under Applicable Law, the Company shall review any notification relating to an unauthorised transaction and take the measures required by law.

4.8.4. The Client remains responsible for safeguarding its credentials, authentication devices and security information in accordance with these Terms. Provided you notify the Company without undue delay and at the latest within thirteen (13) months of the debit date, the Company shall refund the amount of any unauthorised payment transaction by the end of the following business day and, where applicable, restore the Account to the state in which it would have been had the unauthorised transaction not taken place.

4.8.5. Your liability for losses arising from an unauthorised payment transaction is limited to a maximum of EUR 50, except where you have acted fraudulently or have intentionally or with gross negligence failed to comply with your security obligations. You bear no liability for losses arising after you have notified the Company, where the Company has failed to apply strong customer authentication, or where the loss was not detectable by you before the unauthorised transaction. The burden of proving that a payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or other deficiency lies with the Company.

### 4.9. Incorrectly executed or delayed transactions

4.9.1. The Client must notify the Company as soon as possible of any payment transaction that the Client believes has been incorrectly executed, incompletely executed or executed with delay.

4.9.2. Subject to applicable legal requirements, the Company shall take reasonable steps to trace the relevant transaction and assist the Client in resolving the matter.

4.9.3. The Company shall not be liable for errors resulting from inaccurate, incomplete or incorrect information provided by the Client or by a third party involved in the execution of the transaction.

4.9.4. Where you are a consumer and a payment transaction is not executed, is defectively executed or is executed late, the Company shall, upon your request and without charge, make immediate efforts to trace the transaction and notify you of the outcome.

### 4.10. Refunds and corrections

4.10.1. Requests for refunds or corrections of payment transactions shall be handled in accordance with Applicable Law and the Company's internal procedures.

4.10.2. The Company may request any information or documentation it reasonably considers necessary in order to assess a request for a refund or correction.

4.10.3. Where an error is identified, the Company may make any adjustments, corrections, reversals or accounting entries necessary to restore the situation in accordance with

Applicable Law.

### 4.11. Account balance

4.11.1. The Client must maintain a sufficient balance in the Account to enable the execution of payment transactions initiated under these Terms.

### 4.12. Third-party providers and payment infrastructures

4.12.1. In providing the Services, the Company may rely on third-party service providers, financial institutions, payment systems, correspondent banks, market infrastructures or other providers necessary for the execution of payment transactions.

4.12.2. The Client acknowledges that certain transactions depend on systems, networks or third-party providers over which the Company has no control.

4.12.3. Subject to Applicable Law, the Company shall not be liable for delays, interruptions, unavailability or failures directly attributable to such third parties or to the infrastructures used for the execution of payment transactions.

4.12.4. However, the use of such third parties shall not limit the obligations imposed on the Company under Applicable Law.

### 4.13. Strong customer authentication

4.13.1. The Company applies strong customer authentication when you access your Account online, initiate an electronic payment transaction, or carry out any action through a remote channel that may imply a risk of payment fraud or other abuse. You undertake to use the authentication factors and security procedures made available by the Company and to keep them confidential. The allocation of liability for unauthorised transactions set out in paragraph 4.8 takes into account whether strong customer authentication was applied.

## 5. CRYPTO-ASSET SERVICES

### 5.1. Nature of the services provided

5.1.1. The Company provides the Crypto-Asset Services described in these Terms in accordance with its applicable authorisation and in compliance with Applicable Laws and regulations.

5.1.2. The Company acts honestly, fairly and professionally in the best interests of its Clients, and all information it provides to Clients, including marketing communications, is fair, clear and not misleading.

5.1.3. The Crypto-Asset Services provided by the Company include:

(a) custody and administration of Crypto-Assets on behalf of Clients;

(b) exchange of Crypto-Assets for funds;

(c) exchange of Crypto-Assets for other Crypto-Assets;

(d) reception and transmission of orders relating to Crypto-Assets;

(e) execution of orders relating to Crypto-Assets on behalf of Clients; and

(f) transfer services for Crypto-Assets on behalf of Clients.

5.1.4. The Services are provided exclusively in relation to Crypto-Assets that the Company elects to support and subject to their technical, operational and regulatory availability.

5.1.5. The Company may, at any time and in its reasonable discretion, add, modify, restrict, suspend or discontinue all or part of the services or related functionalities where it considers such action necessary, including in order to:

(a) comply with a legal, regulatory or prudential obligation;

(b) comply with a decision or request from a Governmental Agency;

(c) preserve the security, integrity or proper functioning of the Platform;

(d) manage a legal, operational, financial, technological or reputational risk; or

(e) protect the interests of Clients or the Company.

5.1.6. The use of the Services remains subject to the satisfactory completion of the verification, compliance, anti-money laundering, counter-terrorist financing, international sanctions and risk management procedures implemented by the Company.

5.1.7. The Company does not guarantee that all services will be available at all times, in all jurisdictions or to all Clients.

### 5.2. Supported Crypto-Assets

5.2.1. The Company provides the Services only in relation to Crypto-Assets that it elects to support.

5.2.2. Supported Crypto-Assets may include, among others:

(a) native Crypto-Assets of blockchain protocols, such as BTC, ETH, SOL, AVAX and other similar Crypto-Assets;

(b) stablecoins referencing a single fiat currency, such as USDC, EURC and other stablecoins meeting the Company's eligibility criteria; and

(c) utility tokens, governance tokens or other Crypto-Assets providing utility, access or governance rights within a blockchain protocol or ecosystem.

5.2.3. The Company may determine at any time which Crypto-Assets are supported, maintained or removed from the Platform.

5.2.4. The availability of a particular Crypto-Asset does not constitute a commitment by the Company to continue providing Services in respect of such Crypto-Asset.

5.2.5. The Company does not guarantee that all Services will be available for each supported Crypto-Asset.

### 5.3. Restrictions applicable to certain Crypto-Assets

5.3.1. Before listing or supporting a Crypto-Asset, the Company conducts an assessment taking into account, among other things:

(a) its legal and regulatory classification;

(b) risks relating to anti-money laundering, counter-terrorist financing and international sanctions;

(c) operational, technological, cybersecurity and custody risks;

(d) the liquidity of the relevant market;

(e) the integrity of the underlying protocol; and

(f) any other factor that the Company considers relevant.

5.3.2. The decision to list a Crypto-Asset remains at the sole discretion of the Company.

5.3.3. The Company may refuse to list or support any Crypto-Asset that it considers incompatible with its legal, regulatory, operational or risk management requirements.

5.3.4. The Company also reserves the right to periodically reassess any supported Crypto-Asset.

### 5.4. Restriction or discontinuation of support for a Crypto-Asset

5.4.1. Certain Crypto-Assets may be subject to specific restrictions due to regulatory, technical, operational or risk management considerations.

5.4.2. The Company may, in particular, restrict or prohibit certain activities relating to a specific Crypto-Asset, including:

(a) custody;

(b) purchase or sale;

(c) exchange;

(d) receipt;

(e) transfer; and

(f) withdrawal.

5.4.3. The Company may apply quantitative limits, additional processing delays, enhanced verification requirements or any other measure reasonably necessary in the circumstances.

5.4.4. The Client acknowledges that the functionalities available may vary depending on the Crypto-Assets concerned.

### 5.5. Custody and administration of Crypto-Assets

5.5.1. The Company provides Clients with custody and administration services consisting of the safekeeping, control and administration of Crypto-Assets and, where applicable, the means of access to such Crypto-Assets, including the associated private cryptographic keys.

5.5.2. The Company provides these services in accordance with its internal procedures, risk management framework and applicable regulatory requirements.

5.5.3. In order to benefit from these services, the Client must maintain an Account with the Company and satisfy all applicable identification, verification and compliance requirements.

5.5.4. Throughout the custody relationship, the Company implements reasonable technical, organisational and operational measures designed to ensure the security, integrity, availability and traceability of Crypto-Assets held on behalf of its Clients.

5.5.5. The Client acknowledges that custody arrangements may vary depending on the relevant Crypto-Asset, the characteristics of the underlying blockchain protocol and the custody solutions used by the Company.

5.5.6. The Company may engage specialised third-party service providers for custody, security, cryptographic key management, blockchain infrastructure or any other function necessary for the provision of the custody service. The Client acknowledges that certain custody-related functions may be performed by such providers in accordance with the Company's risk management procedures and applicable regulations.

5.5.7. The Company maintains records and information relating to Crypto-Assets held on behalf of Clients in accordance with Applicable Law.

5.5.8. The Company is liable to you for the loss of any Crypto-Asset, or of the means of access to any Crypto-Asset, held in custody where such loss is attributable to the Company’s fraud, wilful misconduct, intentional fault or gross negligence (as determined in a final, non-appealable decision of a court of competent jurisdiction or in or a binding arbitration proceeding), up to the market value of the Crypto-Asset lost at the time the loss occurred. The Company is not liable where it can prove that the loss arose as a result of an event beyond its reasonable control the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

5.5.9. Further information regarding the Company's custody arrangements may be made available through the Platform, the Website or any applicable custody policy adopted by the Company.

### 5.6. Segregation of client Crypto-Assets

5.6.1. The Company maintains records, controls and operational arrangements designed to ensure the ongoing identification of Crypto-Assets held on behalf of each Client and their distinction from Crypto-Assets held for the Company's own account.

5.6.2. Subject to the technical constraints of the relevant blockchain protocols and applicable regulations, the Company implements arrangements designed to identify Clients' rights over the Crypto-Assets held in custody and to mitigate the risk of commingling with assets held for its own account or on behalf of other clients.

5.6.3. The Company's internal records enable the allocation of Crypto-Assets to the relevant Clients and the monitoring of transactions affecting such Crypto-Assets.

5.6.4. Nothing in these Terms shall be construed as transferring ownership of Crypto-Assets held in custody on behalf of Clients to the Company.

### 5.7. Records and account keeping

5.7.1. The Company maintains internal records enabling the identification of Crypto-Assets held on behalf of each Client and the transactions affecting such Crypto-Assets.

5.7.2. The Company performs regular reconciliations between its internal records, data obtained from the relevant blockchain protocols and, where applicable, information maintained by third-party providers involved in the custody of Crypto-Assets.

5.7.3. The Client acknowledges that balances displayed on the Platform reflect the records maintained by the Company, subject to any correction, reconciliation or adjustment reasonably required.

5.7.4. The records maintained by the Company shall constitute prima facie evidence of the transactions recorded in the Client's Account unless proven otherwise.

5.7.5. In the event of an error, discrepancy, reconciliation difference or incident affecting the records, the Company may make any adjustment necessary to reflect the actual position of the relevant Crypto-Assets.

5.7.6. The Company retains records, supporting documentation and data relating to

Clients' Crypto-Assets for the periods required under Applicable Law.

### 5.8. Return of Crypto-Assets

5.8.1. Subject to these Terms, the Client may request the return or withdrawal of Crypto-Assets held on its behalf.

5.8.2. Any request for return or withdrawal remains subject to:

(a) applicable authentication procedures;

(b) compliance and security checks implemented by the Company;

(c) the technical constraints of the relevant blockchain protocol; and

(d) payment of any applicable fees.

5.8.3. The Client is solely responsible for the accuracy of the blockchain address, wallet details or any other information provided to the Company in connection with a withdrawal request.

5.8.4. The Company does not guarantee that any withdrawal or return request will be executed immediately.

5.8.5. The execution of a withdrawal request may be delayed due to compliance reviews, technical constraints, incidents affecting a blockchain protocol, maintenance activities or circumstances beyond the reasonable control of the Company.

5.8.6. The Company may defer, suspend or refuse a return request where it reasonably considers such action necessary to comply with a legal or regulatory obligation, prevent fraud, protect the interests of the Client, preserve the integrity of the Services or satisfy its compliance obligations.

5.8.7. Once a blockchain transaction has been initiated in accordance with the Client's instructions, such transaction may become irreversible pursuant to the rules of the relevant protocol.

### 5.9. Ownership of Crypto-Assets

5.9.1. Subject to any rights granted to the Company under Applicable Law, regulation or these Terms, Crypto-Assets held on behalf of a Client shall remain the property of that Client.

5.9.2. Crypto-Assets held on behalf of Clients do not form part of the Company's own assets.

5.9.3. The Company does not acquire any ownership rights over Crypto-Assets held on behalf of Clients solely by virtue of providing custody or administration services.

5.9.4. Unless otherwise required by law, applicable regulation or a valid instruction from the Client, the Company does not use Clients' Crypto-Assets for its own account.

5.9.5. The Client represents and warrants that it has all necessary rights and authority over any Crypto-Assets deposited, transferred, exchanged or held through the Services and remains responsible for the lawful origin of such Crypto-Assets.

### 5.10. Exchange of Crypto-Assets for funds

5.10.1. The Company may enable Clients to exchange certain supported Crypto-Assets for funds through the functionalities made available on the Platform.

5.10.2. Any exchange request constitutes a firm instruction from the Client to the Company to execute the relevant transaction in accordance with these Terms.

5.10.3. The execution of an exchange remains subject to the availability of the relevant Crypto-Assets, the availability of corresponding funds, market conditions, applicable compliance checks and the Company's operational procedures.

5.10.4. The Company may establish minimum or maximum limits applicable to exchange transactions.

5.10.5. Once executed, an exchange transaction becomes final and may not be cancelled or revoked except where required by mandatory law or in the event of a manifest error attributable to the Company.

### 5.11. Exchange of Crypto-Assets for other Crypto-Assets

5.11.1. The Company may enable Clients to exchange certain supported Crypto-Assets for other supported Crypto-Assets.

5.11.2. The Company may execute exchange transactions directly or through liquidity providers, trading venues, market makers or other counterparties selected in accordance with its internal procedures.

5.11.3. The exchange is carried out on the basis of the Client's instructions and according to the market conditions prevailing at the time of execution.

5.11.4. The Company does not guarantee the ongoing availability of any specific trading pair or the ability to execute an exchange at a particular price.

5.11.5. Certain trading pairs may be suspended, restricted or discontinued at any time in accordance with these Terms.

5.11.6. The Client acknowledges that Crypto-Assets are volatile assets and bears the sole risk of fluctuations in value between the time an exchange request is initiated and the time it is executed.

5.11.7. The Client further acknowledges that Crypto-Asset prices may be highly volatile and that the value of Crypto-Assets received in an exchange may vary immediately after the transaction has been executed.

### 5.12. Price formation

5.12.1. Prices displayed on the Platform may be determined using one or more liquidity sources, trading venues, market makers, data providers or other counterparties selected by the Company.

5.12.2. The Company may aggregate prices from multiple liquidity sources and is not required to obtain a price identical to that displayed on another platform, market or Crypto-Asset service provider.

5.12.3. The Client acknowledges that the price of a Crypto-Asset may change rapidly and that the price displayed when initiating a transaction may differ from the price obtained at the time of actual execution.

5.12.4. The Client further acknowledges that, due to market volatility, transaction volumes, available liquidity or exceptional circumstances, the price ultimately obtained upon execution may differ from the price displayed when the order or transaction was submitted.

5.12.5. The Company does not guarantee that any displayed price will remain available until the relevant transaction is executed.

5.12.6. Unless a manifest error has occurred, the prices used for the execution of a transaction shall be deemed accepted by the Client.

### 5.13. Prices, spreads and applicable fees

5.13.1. The Services may be subject to fees, commissions, spreads, margins, network fees or other charges.

5.13.2. Applicable fees are disclosed to the Client in accordance with the arrangements established by the Company before the relevant transaction is confirmed.

5.13.3. The Client authorises the Company to deduct applicable fees from the relevant funds or Crypto-Assets where technically feasible.

5.13.4. Fees remain payable even where a transaction is delayed or subject to compliance reviews, unless expressly stated otherwise by the Company.

5.13.5. Spreads applied by the Company may constitute remuneration separate from fees, commissions or other charges expressly disclosed to the Client.

### 5.14. Execution of transactions

5.14.1. The Company executes transactions in accordance with the instructions received from the Client, its Order Execution Policy and applicable market conditions.

5.14.2. The execution of a transaction remains subject to the availability of liquidity, operational constraints, compliance reviews and applicable regulatory requirements.

5.14.3. The Company does not guarantee that any transaction will be executed immediately or at a price identical to the last price displayed on the Platform.

5.14.4. A transaction shall be deemed executed when it has been recorded in the Company's systems in accordance with the applicable procedures.

5.14.5. The Client acknowledges that market fluctuations, exceptional volatility, insufficient liquidity, market disruptions, technical constraints or events affecting the relevant blockchain protocols may impact the execution of transactions.

### 5.15. Cancellation, refusal or rejection of a transaction

5.15.1. The Company may refuse, suspend, delay, cancel or reject any transaction where it reasonably considers such action necessary in order to:

(a) comply with a legal or regulatory obligation;

(b) fulfil its obligations relating to anti-money laundering, counter-terrorist financing or international sanctions;

(c) prevent fraud or suspicious activity;

(d) protect the security of the Platform or the Services;

(e) manage a legal, financial, operational or reputational risk; or

(f) remedy a technical or operational error.

5.15.2. Where legally permitted, the Company may inform the Client of the reasons for such decision.

5.15.3. The Company is not required to disclose the reasons for a refusal, suspension or rejection where such disclosure is prohibited by law, applicable regulation or may compromise its anti-money laundering, counter-terrorist financing, international sanctions or other compliance obligations.

### 5.16. Reception and transmission of orders

5.16.1. The Company may receive orders relating to Crypto-Assets and transmit them for execution to trading venues, liquidity providers, counterparties or other intermediaries selected by the Company.

5.16.2. The Client remains responsible for the accuracy of the information contained in the transmitted order.

5.16.3. The transmission of an order does not guarantee its execution.

5.16.4. An order may be transmitted to one or more trading venues, counterparties, market makers or liquidity providers selected in accordance with the Company's Order Execution Policy.

### 5.17. Execution of orders on behalf of clients

5.17.1. The Company may execute orders relating to Crypto-Assets on behalf of Clients in accordance with these Terms and its Order Execution Policy.

5.17.2. Before executing an order, the Company may verify the Client's account, confirm the availability of the relevant funds or Crypto-Assets and perform any compliance, security, operational or regulatory checks it considers necessary

5.17.3. The execution of an order depends, among other things, on:

(a) market conditions;

(b) available liquidity;

(c) the characteristics of the relevant order; and

(d) applicable compliance reviews.

5.17.4. The Company does not guarantee that any order will be executed in full or immediately.

5.17.5. Where market conditions or available liquidity do not permit the full execution of an order, the Company may execute the order partially in accordance with its Order Execution Policy.

5.17.6. Following execution, the Company will update the Client's balances and records and may provide the Client with an execution confirmation and transaction details through the Platform.

### 5.18. Order execution policy

5.18.1. The Company implements and applies an Order Execution Policy designed to obtain the best possible result for its Clients, taking into account, among other factors:

(a) price;

(b) costs;

(c) speed of execution;

(d) likelihood of execution and settlement;

(e) size of the order; and

(f) any other relevant consideration.

5.18.2. The Client agrees that orders may be executed in accordance with such Order Execution Policy.

5.18.3. The current version of the Order Execution Policy is made available to Clients in accordance with Applicable Law.

5.18.4. Where the Company executes orders on behalf of Clients or places or transmits orders to third parties for execution, the Company shall act in accordance with its Order Execution Policy and Applicable Law.

5.18.5. The Order Execution Policy forms an integral part of these Terms and may be consulted at any time on the Platform or the Company's Website.

5.18.6. The Company may amend or update its Order Execution Policy from time to time in accordance with Applicable Laws. The Client acknowledges and agrees to be bound by the Order Execution Policy, as amended or updated from time to time, to the extent applicable.

### 5.19. Crypto-Asset transfer services

5.19.1. The Company provides Crypto-Asset transfer services enabling the sending and receipt of Crypto-Assets on behalf of Clients through the functionalities available on the Platform.

5.19.2. Transfer services remain subject to applicable regulatory requirements, the Company's compliance procedures and the technical constraints of the relevant blockchain protocols.

5.19.3. The Client undertakes to provide any information or documentation that the Company reasonably considers necessary to comply with applicable regulatory obligations relating to Crypto-Asset transfers, including obligations relating to the identification of the originator or beneficiary of a transfer.

5.19.4. The information accompanying transfers of Crypto-Assets is collected, retained and transmitted in accordance with anti-money laundering and sanctions rulebook 2026 issued by the Gelephu Financial Services Office.

### 5.20. Receipt of Crypto-Assets

5.20.1. Crypto-Assets received by the Company on behalf of a Client are subject to applicable technical, operational and compliance checks before being credited to the relevant Client.

5.20.2. The Company may, in particular, verify the validity of the transaction, the required number of blockchain confirmations, compliance with anti-money laundering and counter-terrorist financing obligations, applicable international sanctions and any other relevant regulatory or operational requirements.

5.20.3. Crypto-Assets shall only be deemed received once the relevant transaction has been validated in accordance with the Company's procedures and the requirements of the applicable blockchain protocol.

5.20.4. Following validation, the relevant Crypto-Assets shall be allocated to the Client in the Company's records and the corresponding balances shall be updated.

5.20.5. The Company may delay, suspend, refuse or reverse the crediting of a deposit where it reasonably considers that the deposit may be associated with unlawful, fraudulent, sanctioned or otherwise non-compliant activity.

### 5.21. Transfer of Crypto-Assets

5.21.1. The Client may request the transfer of Crypto-Assets to an external blockchain address through the functionalities available on the Platform.

5.21.2. Any transfer request remains subject to the authentication procedures, compliance reviews and security checks implemented by the Company.

5.21.3. The Company may delay, suspend or refuse a transfer where necessary to comply with its legal, regulatory or compliance obligations.

5.21.4. The Company may require the Client to provide additional information relating to the beneficiary, destination address, relevant wallet, source or destination of funds, or purpose of the transfer where the Company reasonably considers such information necessary to comply with its legal, regulatory or compliance obligations.

### 5.22. Confirmation and irrevocability of blockchain transactions

5.22.1. The Client acknowledges that transactions recorded on a blockchain are subject to the rules of the relevant protocol.

5.22.2. Once broadcast to the relevant blockchain network, a transaction may become irreversible and may no longer be cancelled, amended or recovered.

5.22.3. The Company shall not be liable for any inability to cancel or recover a transaction that has become irreversible in accordance with the rules of the applicable protocol.

### 5.23. Responsibility for wallet addresses and transfer instructions

5.23.1. The Client is solely responsible for the accuracy of any blockchain address, wallet identifier or other information provided in connection with a Crypto-Asset transfer.

5.23.2. The Company is under no obligation to verify whether the address provided belongs to the beneficiary designated by the Client.

5.23.3. Where a transaction is executed in accordance with the information provided by the Client, the Company shall not be liable for any loss resulting from any error, omission or inaccuracy affecting such information.

5.23.4. The Company is not required to recover or attempt to recover Crypto-Assets sent to an incorrect address where such recovery is impossible, technically impracticable or disproportionate in light of the reasonable means available.

### 5.24. Network fees

5.24.1. Certain Crypto-Asset transactions may be subject to network fees, validation fees or blockchain fees imposed by the relevant protocol or network participants.

5.24.2. Such fees are separate from the fees charged by the Company and may vary independently of the Company's control.

5.24.3. The Client agrees that such fees may be charged or deducted in accordance with the arrangements applicable to the relevant transaction.

5.24.4. The Company may adjust estimated network fees in order to reflect the conditions of the relevant blockchain network and facilitate the execution of the transaction within a reasonable timeframe.

## 6. LIMITS, CONTROLS AND COMPLIANCE

### 6.1. Operational limits

6.1.1. The Company may at any time impose, modify, suspend or remove operational limits applicable to all or part of the Services.

6.1.2. Such limits may relate, among other things, to:

(a) access to certain Services;

(b) the use of specific functionalities;

(c) the amounts that may be held, deposited, transferred, exchanged or withdrawn;

(d) certain categories of Clients, Crypto-Assets, accounts or transactions; and

(e) any other activity carried out through the Platform.

6.1.3. Applicable limits may vary depending on the Client's profile, verification level, usage history, risk profile, jurisdiction of residence or any other criterion that the Company considers relevant.

6.1.4. The Company may modify such limits whenever it reasonably considers it necessary to comply with its legal or regulatory obligations, manage risks, preserve the security of the Services or protect the interests of its Clients.

### 6.2. Transaction limits

6.2.1. The Company may establish minimum or maximum amounts applicable to transactions carried out through the Services, including deposits, withdrawals, transfers, Crypto-Asset exchanges, payment transactions or any other transaction.

6.2.2. Certain transactions may also be subject to daily, weekly, monthly or other quantitative or qualitative limits determined by the Company.

6.2.3. The Client acknowledges that such limits may be modified at any time based on regulatory requirements, market conditions, operational constraints, the Client's risk profile or any other relevant circumstance

### 6.3. Transaction monitoring

6.3.1. The Company implements monitoring systems designed to detect, prevent and manage activities that may give rise to legal, regulatory, operational, financial or reputational risks.

6.3.2. For this purpose, the Company may monitor, analyse and review transactions carried out through the Platform, as well as information relating to accounts, Crypto-Assets, payments, transfers and other Services used by the Client.

6.3.3. The Company may use automated tools, transaction monitoring systems, blockchain analytics solutions or any other technology designed to identify unusual behaviour, suspicious activity or compliance risks.

6.3.4. The Client acknowledges that certain transactions may be subject to enhanced review, additional verification procedures or manual intervention prior to execution.

6.3.5. The Company may request from the Client any information, explanation or documentation that it reasonably considers necessary to understand the purpose, nature, source, destination or economic rationale of a transaction.

6.3.6. The Client undertakes to cooperate fully with the Company in connection with such reviews and controls.

### 6.4. Compliance controls and international sanctions

6.4.1. The Company applies compliance procedures designed, among other things, to satisfy requirements relating to:

(a) anti-money laundering and counter-terrorist financing;

(b) international sanctions;

(c) national or international restrictive measures;

(d) fraud prevention;

(e) market abuse prevention; and

(f) any other applicable legal or regulatory obligation.

6.4.2. In this context, the Company may at any time:

(a) request additional information or documentation;

(b) carry out enhanced verification procedures;

(c) verify the identity of the Client or any person connected with a transaction;

(d) verify the source of funds or Crypto-Assets;

(e) verify the identity of the originator or beneficiary of a transaction; and

(f) review blockchain addresses, wallets, accounts or counterparties involved in a transaction.

6.4.3. The Company may also require the Client to provide information relating to the source of funds, source of Crypto-Assets, destination of funds or Crypto-Assets, economic purpose of a transaction or the identity of any person involved in a transaction.

6.4.4. The Client undertakes to provide without undue delay any information or documentation requested by the Company.

6.4.5. Failure to provide the requested information, or the provision of inaccurate, incomplete or misleading information, may result in the restriction, suspension or refusal of the Services.

6.4.6. The Company shall not be required to disclose the detailed reasons for any review, report, notification, refusal or measure taken where such disclosure is prohibited by law or may compromise its regulatory obligations.

### 6.5. Freezing, blocking or deferral of transactions

6.5.1. The Company may freeze, block, suspend, delay or refuse any transaction, transfer, payment, exchange, withdrawal or other operation where it reasonably considers such action necessary, including in order to:

(a) comply with a legal, regulatory or prudential obligation;

(b) satisfy its obligations relating to anti-money laundering, counter-terrorist financing or international sanctions;

(c) prevent fraud, attempted fraud or suspicious activity;

(d) protect the security of the Platform, the Services or its Clients;

(e) manage a legal, regulatory, financial, operational or reputational risk;

(f) comply with a request from a Governmental Agency;

(g) verify the source or destination of funds or Crypto-Assets; or

(h) remedy a technical or operational incident.

6.5.2. The Company may maintain such measures for as long as it reasonably considers necessary or for as long as required under Applicable Law or regulation.

6.5.3. Where legally permitted and reasonably practicable, the Company may inform the Client of the implementation of such measures.

6.5.4. The freezing, blocking, deferral or refusal of a transaction shall not give rise to any right to compensation, except where otherwise required by mandatory provisions of Applicable Law.

## 7. FEES

### 7.1. General principles

7.1.1. The Client agrees to pay all fees, commissions, spreads, margins, network fees and other charges applicable to the Services used.

7.1.2. The fees applicable to the Services are published on the Platform, the Company's Website or otherwise communicated to the Client prior to confirmation of the relevant transaction. The applicable fee schedule forms an integral part of these Terms.

7.1.3. Unless otherwise specified, fees become due upon provision of the relevant Service and are non-refundable.

7.1.4. The Client authorises the Company to charge, deduct or set off applicable fees from any funds or Crypto-Assets held on the Client's behalf, where permitted by Applicable Law and technically feasible.

7.1.5. Where applicable, displayed prices or execution prices may include a spread or margin representing remuneration of the Company. The total amount payable in connection with the relevant transaction shall be disclosed to the Client prior to confirmation of the transaction in accordance with Applicable Laws.

### 7.2. Changes to fees

7.2.1. The Company may amend the fees applicable to the Services where reasonably necessary, including in order to reflect:

(a) changes in costs incurred by the Company;

(b) market conditions;

(c) technological or operational developments;

(d) legal, regulatory or prudential requirements; and

(e) changes in fees charged by third-party service providers, payment infrastructures, custodians, liquidity providers or blockchain networks.

7.2.2. Any modification of fees shall be published on the Platform or the Company's Website and shall become effective on the date specified in the relevant communication.

7.2.3. Where required by Applicable Law or regulation, the Company shall notify the Client in writing of such changes in accordance with these Terms and shall grant the Client any rights required under Applicable Law.

### 7.3. Taxes, third-party fees and network fees

7.3.1. The Client is solely responsible for any taxes, duties, levies, charges or reporting obligations arising from the use of the Services or transactions carried out through the Services.

7.3.2. The Company is not responsible for determining the tax consequences applicable to the Client or for ensuring the Client's compliance with any tax, accounting or reporting obligations.

7.3.3. Certain transactions may be subject to fees charged by third parties, including financial institutions, payment service providers, custodians, trading venues, liquidity providers or other service providers involved in the provision of the Services. Such fees may be passed on to the Client where applicable.

7.3.4. Transactions involving Crypto-Assets may also be subject to network fees, blockchain fees, validation fees, mining fees, gas fees or other charges imposed by the relevant protocol or network participants. Such fees are outside the Company's control, may vary at any time and may be charged or deducted from the amount of the relevant transaction.

7.3.5. The Company shall not be liable for any increase, fluctuation or modification of fees imposed by a third party or by a blockchain protocol.

## 8. PLATFORM AVAILABILITY AND SECURITY

### 8.1. Availability of the services

8.1.1. The Company endeavours to ensure the availability of the Platform and the Services. However, the Company does not guarantee that the Platform, the Services or any related content will be available on an uninterrupted, secure or error-free basis, or that they will be accessible at all times.

8.1.2. Access to the Platform or certain Services may be degraded, restricted, suspended or unavailable, including as a result of:

(a) significant market volatility;

(b) exceptional volumes of activity;

(c) maintenance operations;

(d) technical or security incidents;

(e) regulatory or operational constraints; or

(f) events affecting third-party service providers or external infrastructures.

8.1.3. Such circumstances may result in delays in the processing of transactions, restrictions on access to an Account, the temporary inability to initiate, modify or execute certain transactions, or extended response times from customer support services.

### 8.2. Scheduled maintenance

8.2.1. The Company may carry out maintenance, updates, corrections or improvements to the Platform or the Services at any time.

8.2.2. Where reasonably practicable, the Company shall endeavour to provide advance notice of maintenance activities likely to materially affect access to the Services.

8.2.3. Certain maintenance activities may require the temporary suspension of all or part of the Services.

### 8.3. Interruption or suspension of the services

8.3.1. The Company may interrupt, suspend or restrict all or part of the Services where it reasonably considers such action necessary in order to:

(a) preserve the security of the Platform or the Services;

(b) remedy a technical or operational incident;

(c) prevent fraud, cyberattacks or unauthorised use;

(d) comply with a legal or regulatory obligation; or

(e) protect the interests of the Company, its Clients or third parties.

8.3.2. Subject to Applicable Law, the Company shall not be liable for losses arising from the interruption, suspension, delayed processing or temporary unavailability of the Services.

### 8.4. Reliance on third parties and external infrastructures

8.4.1. The Services provided by the Company may depend on third-party service providers, financial institutions, payment service providers, custodians, liquidity providers, technology providers, blockchain protocols, distributed networks or other external infrastructures.

8.4.2. The Client acknowledges that the availability and operation of the Services may be affected by events, failures, interruptions, delays or restrictions affecting such third parties or infrastructures.

8.4.3. The Company does not control blockchain protocols or infrastructures operated by third parties and cannot guarantee their availability, security or continuous operation.

### 8.5. System security and incidents

8.5.1. The Company implements reasonable technical, organisational and operational measures designed to protect the Platform, the Services and Client data.

8.5.2. The Client remains responsible for maintaining the confidentiality of its credentials, authentication devices and means of access to its Account and must notify the Company without undue delay of any unauthorised use or security incident affecting its Account.

8.5.3. Although the Company endeavours to provide accurate and up-to-date information on the Platform and the Website, certain information may be incomplete, temporary, delayed or contain errors or omissions.

8.5.4. The Company may modify, update, correct or remove any information displayed on the Platform or the Website at any time.

8.5.5. Links to third-party websites, services or content are provided solely for convenience. The Company exercises no control over such resources and disclaims any responsibility for their content, availability or use.

## 9. RISK DISCLOSURES

### 9.1. Industry Risks

9.1.1. Crypto assets remain a young and fast-changing asset class, and their continued growth is uncertain. Adoption may slow or reverse, and the market for Crypto-Asset service providers ("**CASPs**") is subject to evolving regulation. Factors affecting the industry include:

(a) global adoption and use of Crypto-Assets;

(b) regulatory developments affecting crypto assets and CASPs;

(c) the continued development and maintenance of underlying blockchain protocols;

(d) changing consumer preferences and competing payment methods; and

(e) broader economic and regulatory conditions.

9.1.2. A decline in the popularity of crypto assets may reduce their market value. Crypto assets are not legal tender, are not backed by any government, central bank or commodity, and their value is not guaranteed or protected by any compensation scheme. KairosX makes no representation that any crypto asset will remain available on the platform and may delist any crypto asset at its discretion.

### 9.2. Market Risks

9.2.1. Crypto-Asset prices are highly volatile and can change dramatically within short periods, including falling to zero. You should only commit funds you are prepared to lose entirely. Prices may be affected by:

(a) supply and demand, including merchant and institutional adoption;

(b) exchange rates between crypto assets and fiat currency;

(c) outages or failures of trading venues;

(d) large-scale trading activity by institutional participants;

(e) government and regulatory measures; and

(f) broader political, economic or financial developments.

9.2.2. Liquidity varies by crypto asset, and KairosX does not guarantee that any market will remain active or liquid, that you will be able to trade at a desired time or price, or that any trading activity will be profitable.

9.2.3. Liquidity providers and/or market makers may fail or become insolvent, and access to liquidity may be reduced or unavailable. Further, settlement of transactions may be delayed or fail altogether.

### 9.3. Stablecoin De-Pegging Risk

9.3.1. Stablecoins may not maintain a 1 :1 value against the referenced fiat currency and the reserve assets supporting a stablecoin may become impaired, inaccessible or insufficient. Actions of the issuer, reserve custodian, regulatory or market participants may adversely affect redemption rights and market value.

### 9.4. Legal and Regulatory Risks

9.4.1. Crypto assets and CASPs are subject to an evolving legal and regulatory framework. The interpretation and application of these rules continue to develop, and future legal or regulatory changes may adversely affect the value, transferability or use of crypto assets, or KairosX's ability to provide its services. KairosX may need to suspend, restrict or terminate support for a crypto asset, a service, or a user's access where necessary to comply with Applicable Law or regulatory direction, including requirements under its payment institution (“PI”) and CASP licences.

### 9.5. Technology Risks

9.5.1. Crypto assets rely on distributed ledger and blockchain technology that KairosX does not own or control. This technology may contain flaws, be subject to malicious attacks, or be affected by changes to consensus protocols, network support, or competing platforms. KairosX may suspend or cease support for a crypto asset in response to such changes, which could prevent withdrawal and result in a total loss of the affected assets. KairosX accepts no liability for losses arising from these risks.

9.5.2. Blockchain transactions are generally irreversible. Loss, theft or fraudulent use of your crypto assets, and loss of your private keys, may result in permanent and unrecoverable loss of value. KairosX is not liable for such losses.

9.5.3. The Services are provided through electronic platforms and depend on the availability, performance and security of the internet, telecommunications networks, mobile devices, computer systems and other technological infrastructure that are not controlled by the Company. Interruptions, delays, congestion, outages, software defects, hardware failures, connectivity issues, cyber-attacks, service disruptions or other failures affecting internet service providers, mobile network operators, device manufacturers, cloud service providers or other third-party infrastructure may impair your ability to access the Platform, monitor your Account, receive communications, submit instructions, initiate, modify or cancel transactions, or otherwise use the Services. Such disruptions may occur unexpectedly and may be prolonged, particularly during periods of market volatility or heightened transaction volumes. The Client acknowledges that delays in accessing the Platform or transmitting instructions may result in missed trading opportunities, adverse price movements, failed or delayed transactions, financial loss or other adverse consequences. The Company does not guarantee continuous, uninterrupted or error-free access to the Services and shall not be liable for any Losses arising from any interruption, degradation, failure or unavailability of internet, telecommunications, mobile device or other third-party technological infrastructure beyond the Company's reasonable control.

### 9.6. Cyber-Security and Operational Risks

9.6.1. KairosX 's services and your account may be targeted by cyber-attacks, including malware, hacking, denial-of-service attacks, and smart contract exploits. Advances in technology, including artificial intelligence and quantum computing, may also create new security risks for cryptographic systems. Because the services rely on the internet and third-party infrastructure, transmissions may be delayed, interrupted, or lost, and crypto assets sent to an incorrect address may be unrecoverable. KairosX makes no warranty regarding the security or uninterrupted functioning of its technology and is not liable for losses arising from such events, except as required by Applicable Law.

### 9.7. Third-Party Risks

9.7.1. KairosX has no control over, and accepts no liability for, the conduct of third parties who accept or transact in crypto assets, including their continued willingness to do so.

### 9.8. Communication Risks

9.8.1. KairosX may act on instructions that reasonably appear to come from you but that are later found to be forged, fraudulent or unauthorised. You may suffer losses arising from such instructions or from miscommunication, delay or error in transmitting instructions to KairosX.

### 9.9. Conflicts of Interest

9.9.1. Conflicts of interest may arise in the course of providing services, including between personnel responsible for safeguarding your crypto assets and those making trading or investment decisions on your behalf. To mitigate these risks, KairosX:

(a) maintains segregation of duties to prevent unauthorised transactions;

(b) requires personnel safeguarding client crypto assets to report to a senior manager in Bhutan who is independent of trading and commercial functions; and

(c) requires multiple personnel to jointly hold digital keys, so that no single employee can unilaterally transfer or withdraw client crypto assets.

9.9.2. Conflicts may also arise where KairosX supports crypto assets issued by itself or a related entity, or receives incentives to list certain crypto assets. Please refer to KairosX's Statement on Listing of Crypto Assets for further details on potential conflicts and mitigating measures.

### 9.10. Crypto-Asset risk warning

9.10.1. Crypto-Assets involve significant risks and may not be suitable for all Clients. Their value may fluctuate substantially, including over short periods of time, and there is a risk of partial or total loss of the Crypto-Assets or the funds used to acquire them.

9.10.2. Past performance of any Crypto-Asset is not indicative of future results. Crypto-Asset markets may be volatile, illiquid and subject to technological, regulatory or market developments that may affect the value, availability or transferability of Crypto-Assets.

9.10.3. Unless expressly stated otherwise, the Company does not provide investment advice, financial advice, legal advice, tax advice or any other form of personalised recommendation. Any decision to acquire, sell, exchange, hold or transfer Crypto-Assets is made solely at your own responsibility.

9.10.4. Before using the Services, you must ensure that you understand the risks associated with Crypto-Assets and have the necessary knowledge and experience to assess such risks.

9.10.5. The Company may delist any of the supported Crypto-Asset from the Platform at any time and in the event of such delisting, trading, deposits, withdrawals and transfers in respect of the delisted Crypto-Asset may cease. You will be required to liquidate or withdraw the delisted Crypto-Assets within a prescribed period and failure to do so may result in a forced conversion, transfer or any such other actions as may be permitted by Applicable Laws.

9.10.6. The smart contracts governing the Crypto-Asset may contain coding errors, vulnerabilities or design flaws and may fail unexpectedly. Exploitation of the smart contracts may result in partial or complete loss of assets..

### 9.11. Tax Risks

9.11.1. The tax treatment of Crypto-Assets, payment transactions and the Services is uncertain, may vary between jurisdictions and may change at any time, including with retrospective effect. The acquisition, holding, exchange, transfer, sale, disposal, staking (if applicable), receipt or use of Crypto-Assets, as well as the receipt, transfer or holding of funds through the Services, may give rise to tax liabilities, reporting obligations, withholding taxes, duties, levies or other fiscal charges in one or more jurisdictions.

9.11.2. Tax authorities may adopt interpretations that differ from those currently understood by the Client, the Company or market participants generally, and legislative, regulatory or administrative changes may adversely affect the tax treatment of transactions carried out through the Services. The Client may therefore incur unexpected tax liabilities, penalties, interest charges, reporting obligations or compliance costs, including in jurisdictions in which the Client did not expect to have a filing or tax obligation.

9.11.3. The Company does not provide tax advice, does not determine the tax consequences of any transaction and does not warrant that any particular tax treatment will apply. The Client is solely responsible for obtaining independent tax advice and for assessing, reporting, filing and paying all taxes, duties and charges arising in connection with the use of the Services. The Company may be required by Applicable Laws to collect, verify, retain and disclose information relating to the Client, its Accounts and transactions to tax, regulatory or governmental authorities, and such disclosures may result in additional tax assessments, enquiries or investigations affecting the Client.

## 10. SUSPENSION AND TERMINATION

### 10.1. Refusal of a transaction

10.1.1. The Company may refuse to execute, suspend, delay, block, cancel or, where technically feasible and legally permitted, reverse any transaction, order, payment, transfer or other operation initiated by the Client where it reasonably considers such action necessary, including in order to:

(a) comply with a legal, regulatory or prudential obligation;

(b) fulfil its obligations relating to anti-money laundering, counter-terrorist financing, international sanctions or any other applicable compliance requirement;

(c) prevent fraud, attempted fraud, cyberattacks, market abuse or suspicious activity;

(d) protect the security, integrity or proper functioning of the Platform, the Services or the Company's systems;

(e) remedy a technical, operational or administrative error;

(f) manage a legal, regulatory, financial, operational or reputational risk;

(g) where there are insufficient funds, Crypto-Assets or other available assets to execute the relevant transaction and pay any applicable fees; or

(h) where information provided by the Client is inaccurate, incomplete, inconsistent or requires further verification.

10.1.2. Where required by Applicable Law and subject to any applicable legal restrictions, the Company shall inform the Client of the refusal to execute a transaction and, where appropriate, of the means by which the relevant situation may be remedied.

10.1.3. Where the reasons giving rise to the refusal or suspension no longer exist, the Company may allow the relevant transaction to proceed. However, the Company shall not be required to execute such transaction at the same price, under the same market conditions or within the same timeframe that would have applied at the time the original instruction was submitted.

### 10.2. Account restrictions

10.2.1. The Company may temporarily restrict access to certain Account functionalities or Services where it reasonably considers such action necessary in order to comply with its legal or regulatory obligations, protect the interests of the Client, preserve the security of the Services or manage an identified risk.

10.2.2. Such restrictions may relate to:

(a) deposits;

(b) withdrawals;

(c) transfers;

(d) payment transactions;

(e) Crypto-Asset transactions; or

(f) access to specific Services or functionalities.

10.2.3. The Company may condition the removal of a restriction upon the provision of additional information, documents or supporting evidence, or upon the completion of additional verification procedures.

### 10.3. Account suspension

10.3.1. The Company may suspend all or part of access to an Account with immediate effect where it reasonably considers such action necessary, including:

(a) where unauthorised use of the Account is suspected;

(b) in the event of fraud, attempted fraud or suspicious activity;

(c) where the Client breaches these Terms;

(d) where applicable compliance obligations are not satisfied;

(e) where information provided by the Client appears inaccurate, incomplete, misleading or cannot be verified;

(f) where the Client fails to provide information or documentation requested by the Company in connection with its regulatory obligations;

(g) where required by a Governmental Agency; or

(h) where such action is necessary to protect the security of the Platform, the Services or assets held on behalf of its Clients.

10.3.2. Where legally permitted and reasonably practicable, the Company shall inform the Client of the suspension of the Account.

10.3.3. The Company may require the Client to undergo a new identity verification process, provide additional information or satisfy further compliance requirements before restoring access to all or part of the Services.

### 10.4. Termination by the Company

10.4.1. The Company may terminate all or part of its contractual relationship with the Client with immediate effect or upon at least two (2) months' prior notice where it reasonably considers such action justified, including:

(a) in the event of a material breach of these Terms;

(b) in the event of unlawful, fraudulent or abusive use of the Services;

(c) where applicable legal or regulatory requirements are not satisfied;

(d) where the Company is no longer able to provide Services to the Client in compliance with its legal, regulatory or prudential obligations;

(e) where maintaining the contractual relationship presents a legal, regulatory, financial, operational or reputational risk that the Company considers unacceptable; or

(f) where a Service, product, functionality or Crypto-Asset is no longer offered by the Company.

10.4.2. Where required by Applicable Law or regulation, the Company shall notify the Client of the termination in accordance with applicable legal requirements.

### 10.5. Termination by the Client

10.5.1. The Client may at any time request the closure of its Account and terminate the contractual relationship, subject to:

(a) payment of any outstanding fees;

(b) completion, cancellation or settlement of any pending transactions;

(c) withdrawal or transfer of any funds and Crypto-Assets held on the Client's behalf; and

(d) compliance with any applicable legal or regulatory requirements.

10.5.2. Termination shall take effect once all actions necessary to close the Account have been completed.

### 10.6. Consequences of termination

10.6.1. Upon the effective date of termination:

(a) access to all or part of the Services may be removed;

(b) pending orders, instructions or transactions may be cancelled;

(c) the Client shall remain liable for any amounts owed to the Company;

(d) the Company may require the Client to provide instructions regarding the withdrawal or transfer of its funds or Crypto-Assets; and

(e) the Company may retain information, documents and records as required under Applicable Laws.

10.6.2. Subject to Applicable Laws, the Company may retain, block or temporarily delay the return of all or part of the Client's funds or Crypto-Assets where such action is necessary to comply with its legal, regulatory or compliance obligations.

10.6.3. The Company may require the completion of identity verification, compliance or security procedures before authorising the withdrawal or transfer of funds or Crypto-Assets held on behalf of the Client following termination.

10.6.4. Termination shall not release the Client from any obligations arising prior to its effective date.

10.6.5. Certain provisions of these Terms, including those relating to fees, liability, regulatory compliance, data protection, complaints and dispute resolution, shall survive termination to the extent necessary for their purpose.

## 11. LIABILITY

### 11.1. Liability of the company

11.1.1. The Company provides the Services with a reasonable level of skill, care and diligence in accordance with Applicable Laws.

11.1.2. Subject to these Terms and any mandatory provisions of Applicable Law, the Company shall be liable for direct losses suffered by the Client where such losses result directly from a fault attributable to the Company in the provision of the Services.

11.1.3. The Company's liability may only be engaged where the Client demonstrates the existence of a fault attributable to the Company, actual and certain damage, and a direct causal link between such fault and the alleged damage.

11.1.4. The Company remains responsible for the obligations imposed upon it under Applicable Laws and regulations, including those arising from legislation governing payment services and Crypto-Asset Services.

11.1.5. Nothing in these Terms shall exclude or limit the Company's liability where such exclusion or limitation is prohibited by Applicable Law.

### 11.2. Limitation of liability

11.2.1. Subject to any mandatory provisions of Applicable Law, the aggregate liability of the Company arising from the same event or series of related events shall not exceed:

(a) where a claim relates to the custody and administration of Crypto-Assets provided by the Company, the value of the relevant Crypto-Assets at the time of the event that directly caused the loss; or

(b) where a claim relates to the exchange of Crypto-Assets for funds, the exchange of Crypto-Assets for other Crypto-Assets, the reception and transmission of orders, the execution of orders, the transfer of Crypto-Assets or a payment service, the amount of the transaction directly concerned by the claim.

11.2.2. The limitations set out in this Article shall apply to the fullest extent permitted by Applicable Law.

11.2.3. Nothing in these Terms shall exclude or limit the Company's liability in cases of fraud, wilful misconduct, intentional fault or gross negligence (as determined in a final, non-appealable decision of a court of competent jurisdiction or in or a binding arbitration proceeding) in which such exclusion or limitation would be prohibited by Applicable Law or regulation.

### 11.3. Exclusions of liability

11.3.1. Subject to any mandatory provisions of Applicable Law, the Company shall not be liable for:

(a) indirect or consequential losses;

(b) loss of profits, loss of revenue, loss of business opportunities, loss of anticipated savings or loss of chance;

(c) losses resulting from market fluctuations, Crypto-Asset volatility or changes in the value of Crypto-Assets;

(d) losses resulting from investment, purchase, sale, exchange, custody or transfer decisions made by the Client;

(e) losses resulting from inaccurate, incomplete or erroneous information provided by the Client;

(f) losses resulting from an error affecting a blockchain address, wallet, bank account, identifier or any other instruction provided by the Client;

(g) losses resulting from unauthorised use of the Account where such use is attributable to the Client, its representatives or any person who obtained access to the Account due to the Client's failure to comply with its security obligations, without prejudice to the mandatory liability regime and the EUR 50 cap applicable to consumers under Section 4.8;

(h) losses resulting from delays, interruptions or unavailability affecting third-party service providers, financial institutions, payment service providers, custodians, liquidity providers, technology providers, market infrastructures or other service providers involved in the provision of the Services;

(i) losses arising from any Force Majeure Event;

(j) losses resulting from the operation, failure, congestion, interruption, fork, attack, vulnerability, modification or any other event affecting a blockchain protocol, distributed network, validator, smart contract or any underlying technological infrastructure;

(k) losses resulting from the suspension, restriction, limitation, interruption or termination of the Services carried out in accordance with these Terms or Applicable Law;

(l) losses resulting from viruses, malware, cyberattacks, hacking incidents or other events affecting the Client's systems, equipment or networks;

(m) losses resulting from the unavailability, inaccuracy or incompleteness of information, market data, prices, quotations or information provided by third parties;

(n) losses resulting from the refusal, rejection, blocking, postponement or cancellation of a transaction in accordance with these Terms or applicable legal and regulatory obligations; and

(o) losses resulting from the implementation by the Company of compliance measures, regulatory controls, international sanctions, anti-money laundering obligations or any other applicable legal obligation.

11.3.2. The Services, the Platform and all content made available by the Company are provided on an "as is" and "as available" basis.

11.3.3. Subject to any mandatory provisions of Applicable Law, the Company does not warrant:

(a) uninterrupted availability of the Services;

(b) the absence of errors, interruptions or delays;

(c) that the Services will meet the Client's particular requirements; or

(d) the achievement of any specific economic, financial, tax or commercial outcome.

11.3.4. The Company does not provide investment, financial, tax, accounting or legal advice and does not guarantee the suitability of any transaction or Crypto-Asset for the Client.

### 11.4. Force majeure

11.4.1. The Company shall not be liable for any delay, failure, suspension, interruption or non-performance of its obligations where such event results directly or indirectly from a Force Majeure Event.

11.4.2. For the duration of such Force Majeure Event, the affected obligations of the Company shall be suspended to the extent necessary.

11.4.3. The Company shall use reasonable efforts to mitigate the consequences of such Force Majeure Event and to restore the provision of the Services as soon as reasonably practicable.

### 11.5. Indemnification

11.5.1. The Client agrees to irrevocably and unconditionally indemnify, defend and hold harmless the Company, its affiliates and their respective Representatives from and against any Losses arising directly or indirectly from:

(a) breach of these Terms;

(b) a breach of Applicable Law or regulation;

(c) any fraudulent, unlawful, abusive or unauthorised use of the Services;

(d) inaccurate, incomplete or misleading information or documentation provided to the Company;

(e) any infringement of the rights of a third party; or

(f) any acts, omissions, instructions or transactions initiated by the Client in violation of these Terms or Applicable Law.

11.5.2. The Client shall reimburse the Company for any reasonable costs and expenses incurred in preventing, managing, defending or settling any claim or proceeding falling within the scope of this Article.

11.5.3. This Article shall survive the suspension, termination or expiration of these Terms.

### 11.6. Operational errors and incorrect credits

11.6.1. If the Client receives, directly or indirectly, funds, Crypto-Assets, benefits or credits to which it was not entitled as a result of an operational, technical, accounting or system error, a failure of a technological system, an error by a third-party service provider, fraud or any similar circumstance, the Company shall be entitled to take any reasonable action necessary to correct such situation.

11.6.2. For this purpose, the Company may, among other things, make corrective entries, reverse transactions, debit an Account, temporarily block funds or Crypto-Assets, exercise rights of set-off or take any other measure necessary to restore the position that would have existed in the absence of the relevant error.

11.6.3. The Client undertakes to promptly return any funds, Crypto-Assets or benefits received without entitlement and to cooperate in good faith with the Company in order to regularise the situation.

11.6.4. The provisions of this Article are without prejudice to any other rights or remedies available to the Company under Applicable Law, regulation or these Terms.

## 12. COMPLAINTS AND DISPUTE RESOLUTION

### 12.1. Customer support

12.1.1. The Client may contact the Company's customer support service for any question, request for information, technical issue, assistance request or complaint relating to the Services.

12.1.2. The contact details of the customer support service and the applicable contact procedures are published on the Platform or the Company's Website and may be amended in accordance with these Terms.

12.1.3. The Company's customer support service is intended to provide assistance regarding the use of the Platform and the Services. Unless expressly stated otherwise, information provided by customer support does not constitute legal, tax, financial, accounting or investment advice.

12.1.4. The Company endeavours to respond to Clients' requests within a reasonable timeframe. Response times may, however, vary depending on the nature of the request, the volume of enquiries received, any compliance reviews required or any other reasonably relevant circumstance.

12.1.5. In order to process certain requests, the Company may require additional information or documentation and, where necessary, may carry out identity, security or compliance checks before providing a response or executing an instruction.

12.1.6. Nothing in this Article shall be construed as guaranteeing any specific response time or the resolution of a request within a particular period, except where otherwise required by Applicable Law or regulation.

### 12.2. Complaint procedure

12.2.1. Any Client wishing to submit a complaint relating to the Services must do so in accordance with the complaint procedure published on the Platform or the Company's Website.

12.2.2. The complaint must be sufficiently detailed and contain all information reasonably necessary for its assessment, including the identity of the Client, the relevant Services or transactions, a clear description of the facts giving rise to the complaint and any supporting information or documentation relevant to its review.

12.2.3. The Company may request any additional information, explanation or documentation that it reasonably considers necessary for the examination of the complaint. The processing of the complaint may be suspended until the requested information has been received.

12.2.4. Where the information provided is manifestly incomplete or insufficient to allow the complaint to be properly assessed, the Company may invite the Client to supplement the complaint before continuing its review.

12.2.5. Complaints are handled free of charge.

12.2.6. Unless otherwise required by Applicable Law or regulation, the Client undertakes to use the complaint procedure set out in this Article before lodging a complaint to the RMA or resorting to any other dispute resolution mechanism.

### 12.3. Handling of complaints

12.3.1. The Company shall acknowledge receipt of complaints within three (3) days and shall, in any event, endeavour to investigate and resolve the complaints within fifteen (15) days from the date of receipt of the complaints in accordance with Applicable Laws.

12.3.2. The Company shall handle complaints fairly, consistently and diligently in accordance with Applicable Law, regulation and its internal procedures.

12.3.3. Where necessary for the investigation of a complaint, the Company may request additional information or documentation from the Client. The processing of the complaint may be suspended until the information or documentation reasonably requested by the Company has been received.

12.3.4. Any settlement proposal made by the Company in the context of handling a complaint is made on a without-prejudice basis and shall not constitute an admission of fault, liability or wrongdoing by the Company.

### 12.4. Complaints submitted to the RMA

12.4.1. If the Client is not satisfied with the response provided by the Company or has not received a response within the applicable timeframe, the Client may, subject to the conditions provided under Applicable Laws, lodge a complaint to the RMA.

12.4.2. The submission of a complaint to the RMA is subject to the Client having first attempted to resolve the dispute directly with the Company in accordance with the complaint procedure described above.

12.4.3. Information regarding RMA's complaint resolution procedure is available on the RMA's website:

**Royal Monetary Authority of Bhutan**
Post box no. 154, Chhophel Lam
Thimphu, Bhutan
Website:
https://www.rma.org.bt/media/Laws_By_Laws/Consumer%20Protection%20for%20Financial%20Services%20%20(CPFS)%20%20Rules%20and%20Regulations%202019.pdf

12.4.4. Submitting a complaint to the RMA does not affect the Client's right to bring proceedings before the competent courts.

### 12.5. Alternative dispute resolution

12.5.1. Subject to Applicable Laws, the Client and the Company may agree to use any alternative dispute resolution mechanism, including mediation or any other out-of-court dispute resolution procedure.

12.5.2. Recourse to alternative dispute resolution remains voluntary unless otherwise required by Applicable Law.

12.5.3. Nothing in this Article shall be construed as limiting the right of either the Client or the Company to bring proceedings before the competent courts in accordance with these Terms and Applicable Laws.

## 13. PRIVACY AND DATA PROTECTION

### 13.1. Privacy and Data Protection Policy

13.1.1. Further information relating to the collection, use, retention, disclosure and protection of personal data is available in the Company's Privacy and Data Protection Policy, which is accessible at all times through the Platform or the Website.

13.1.2. The Privacy and Data Protection Policy forms an integral part of these Terms.

13.1.3. The Client acknowledges having read the Privacy and Data Protection Policy and acknowledges that its personal data will be processed in accordance with it.

13.1.4. The Company may amend its Privacy and Data Protection Policy in accordance with Applicable Laws. The most recent version of the Privacy and Data Protection Policy shall be available at all times on the Platform or the Website.

## 14. CONFLICTS OF INTEREST

### 14.1. Management of conflicts of interest

14.1.1. The Company implements and maintains appropriate organisational, administrative and operational arrangements designed to identify, prevent, manage, monitor and, where appropriate, disclose conflicts of interest that may arise in connection with the provision of the Services.

14.1.2. Conflicts of interest may arise, in particular, between:

(a) the Company and one or more Clients;

(b) different Clients of the Company;

(c) the Company, its officers, directors, employees, shareholders, representatives, service providers or business partners and its Clients;

(d) the various activities, services or functions carried out by the Company; and

(e) any other financial, commercial, professional or personal interest that may conflict with the interests of a Client.

14.1.3. The Company implements reasonable measures designed to prevent such conflicts of interest from adversely affecting the interests of Clients, including through internal procedures, control arrangements, supervisory mechanisms and appropriate organisational measures.

14.1.4. Where the arrangements implemented by the Company are not sufficient to ensure with reasonable certainty that the risk of harm to a Client's interests will be avoided, the Company may inform the Client of the general nature and/or source of the relevant conflict of interest and, where appropriate, of the measures implemented to mitigate its effects.

14.1.5. The Company reserves the right to refuse to provide a Service, execute an instruction, transmit an order or carry out a transaction where it considers that a conflict of interest cannot be appropriately managed in accordance with Applicable Laws.

### 14.2. Order execution and potential conflicts

14.2.1. In connection with the reception, transmission or execution of orders relating to Crypto-Assets, the Company may make use of trading venues, liquidity providers, counterparties, custodians or other third-party service providers involved in the provision of the Services.

14.2.2. Certain arrangements relating to the reception, transmission or execution of orders may give rise to actual, potential or perceived conflicts of interest, particularly where the Company relies on liquidity providers, counterparties, trading venues, custodians or other third-party service providers involved in the order execution process or in the provision of the Services.

14.2.3. The Company implements appropriate procedures, controls and supervisory mechanisms designed to identify, prevent, manage and monitor such situations in accordance with its Conflicts of Interest Policy, its Order Execution Policy and Applicable Laws.

14.2.4. Where Applicable Law requires the Company to act in the best interests of the Client or to take all sufficient steps to obtain the best possible result for the Client, the Company shall act in accordance with the obligations applicable to it.

14.2.5. Nothing in this Article shall be construed as guaranteeing that no conflict of interest may arise. The Company nevertheless undertakes to identify, manage and mitigate such conflicts in accordance with its legal and regulatory obligations.

### 14.3. Conflicts of interest policy

14.3.1. The Company maintains a Conflicts of Interest Policy describing the measures implemented to identify, prevent, manage, monitor and, where appropriate, disclose conflicts of interest that may arise in connection with its activities.

14.3.2. This policy is reviewed and updated on a regular basis to reflect developments in the Company's activities, the Services provided and Applicable Laws.

14.3.3. A summary of the conflicts of interest policy (“Conflicts of Interest Policy “) may be made available to Clients upon request or published on the Platform or the Company's Website.

14.3.4. The Client acknowledges that certain conflicts of interest may be inherent in the provision of payment services and Crypto-Asset Services and agrees that such conflicts shall be managed in accordance with the arrangements implemented by the Company and Applicable Laws.

## 15. TAXATION

### 15.1. Client's tax responsibility

15.1.1. The Client is solely responsible for determining, reporting and paying any taxes, duties, levies, contributions or other tax obligations that may arise from the opening or use of its Account, the holding, purchase, sale, exchange, transfer or any other transaction carried out through the Services.

15.1.2. The tax treatment applicable to each Client depends, among other things, on the Client's personal circumstances, tax residence, the nature of the transactions carried out and the laws and regulations applicable in the relevant jurisdictions.

15.1.3. The Client remains solely responsible for complying with all tax and reporting obligations owed to the competent authorities.

### 15.2. No tax advice

15.2.1. The Company does not provide tax, legal, accounting or financial advice.

15.2.2. Any information, content, statements, reports, estimates or other information made available by the Company in connection with the Services is provided for informational purposes only and shall not be construed as tax, legal, accounting or financial advice.

15.2.3. The Client is encouraged to consult its own professional advisers before carrying out any transaction or making any decision that may have tax consequences.

15.2.4. The Company does not guarantee the tax treatment applicable to any transaction, Crypto-Asset, service or particular transaction and disclaims any liability in this respect.

### 15.3. Reporting obligations

15.3.1. The Client remains solely responsible for complying with its tax and reporting obligations towards the competent authorities.

15.3.2. The Client undertakes to provide the Company with any information or documentation reasonably required where necessary to enable the Company to comply with its applicable legal or regulatory obligations.

15.3.3. The Company may collect, retain and disclose to the competent authorities any information required to be disclosed under Applicable Laws.

15.3.4. The Client acknowledges that certain information relating to its identity, tax residence or transactions carried out through the Services may be collected and processed by the Company in accordance with Applicable Laws and the Company's Privacy and Data Protection Policy.

## 16. GENERAL PROVISIONS

### 16.1. Compliance with Applicable Laws

16.1.1. The Client undertakes to comply with all Applicable Laws, regulations, regulatory requirements, third-party rights and other applicable obligations in connection with its use of the Services.

16.1.2. The Client may use the Services only in accordance with these Terms and Applicable Laws.

16.1.3. Any use of the Services in violation of Applicable Law or regulation is strictly prohibited.

### 16.2. International sanctions

16.2.1. The Client undertakes not to use the Services in any manner that may violate applicable economic, financial or trade sanctions.

16.2.2. The Company may refuse, suspend, block, delay or cancel any transaction or instruction where it reasonably considers such action necessary in order to comply with Applicable Laws and regulations relating to international sanctions.

16.2.3. The Company shall not be liable for any consequences arising from the implementation of such measures or from compliance with its legal and regulatory obligations.

### 16.3. Intellectual property

16.3.1. The Platform, the Website, the Services and all of their constituent elements, including software, databases, texts, graphics, logos, trademarks, content and related technologies, are protected by applicable intellectual property rights and remain the exclusive property of the Company or its licensors.

16.3.2. Subject to compliance with these Terms, the Company grants the Client a limited, personal, non-exclusive, non-transferable and revocable right to access the Platform and the Services for the Client's authorised use.

16.3.3. Unless expressly authorised in writing by the Company, the Client shall not copy, reproduce, modify, distribute, commercialise or otherwise exploit all or any part of the Platform, the Website or the Services.

### 16.4. Transfer of the agreement

16.4.1. These Terms are entered into *intuitu personae* for the benefit of the Client. The Client may not assign, transfer, pledge or otherwise dispose of any of its rights or obligations under these Terms without the Company's prior written consent.

16.4.2. The Company may assign, transfer or delegate all or part of its rights or obligations under these Terms in connection with a merger, acquisition, reorganisation, business transfer or similar transaction, subject to Applicable Laws.

### 16.5. Death or incapacity of the account holder

16.5.1. In the event of the Client's death or legal incapacity, the Company may suspend access to the Account and the Services until it has received the information and documentation that it reasonably considers necessary to verify the relevant situation and identify the persons authorised to act.

16.5.2. The Company may require any documentation or evidence it considers necessary before authorising access to the Account, the execution of instructions or the transfer of funds or Crypto-Assets.

16.5.3. The Company shall not be liable for delays resulting from the verification procedures required for the management of the Account in such circumstances.

### 16.6. Inactive accounts

16.6.1. The Company may consider an Account to be inactive where no significant activity has been recorded for an extended period in accordance with its internal procedures and Applicable Laws.

16.6.2. The Company may contact the Client in order to verify the continuation of the business relationship and request any information or documentation it considers necessary.

16.6.3. Where required by Applicable Laws, the Company may take any action required in respect of funds, Crypto-Assets or other assets associated with an inactive Account.

16.6.4. The reactivation of an inactive Account may be subject to additional identity, compliance or security checks.

### 16.7. Unclaimed Balances

16.7.1. If we are unable to contact you or your Account is inactive, suspended, and/or terminated, and there are balances in your Account that we are not prohibited from transferring to you under Applicable Laws ("**Unclaimed Balances**"), you expressly acknowledge and agree that:

(a) we may charge an inactivity or other administrative fee to you, which may be deducted from your Unclaimed Balances;

(b) we shall have the right to convert any Unclaimed Balances into any other fiat currency and/or Crypto-Asset as we deem appropriate, at such time and rate as we deem appropriate in our sole discretion;

(c) it is your sole responsibility to contact us to arrange for the transfer of Unclaimed Balances to you and you must provide us with a bank account that meets our requirements for you to receive the Unclaimed Balances. Notwithstanding that your Unclaimed Balances may be in one or more fiat currencies and/or Crypto-Asset, we shall have no obligation to process a return of all Unclaimed Balances in the same asset and we may require you to convert all Unclaimed Balances into a single fiat currency and/or Crypto-Asset before returning the Unclaimed Balances to you;

(d) subject to Applicable Laws, if you do not contact us to arrange for the return of Unclaimed Balances to you after a period of 6 years from the date of our notice to you regarding the Unclaimed Balances (or such other period as we may notify to you in writing), you hereby forfeit all rights in and to the Unclaimed Balances and authorise the transfer of any and all legal, beneficial, equitable and other rights, title and interests in the Unclaimed Balances to us; and

(e) we may be required or permitted by Applicable Laws to report and/or deliver any Unclaimed Balances to the relevant authorities in certain jurisdictions, in which case you will need to reach out to the relevant authorities to seek a return of your Unclaimed Balances.

### 16.8. Set-off

16.8.1. To the fullest extent permitted by Applicable Laws, the Company may set off any due and payable amount owed by the Client to the Company against any funds or assets held by the Company on behalf of the Client.

16.8.2. Where necessary for the exercise of its right of set-off, the Company may carry out any conversion reasonably required between assets held by the Client at the applicable market rate at the time of the relevant transaction.

16.8.3. The rights of set-off provided for in this Article are in addition to any other rights or remedies available to the Company under these Terms, Applicable Laws or any other contractual relationship between the Company and the Client.

### 16.9. Invalidity

16.9.1. If any provision of these Terms is held by a court or competent authority to be invalid, illegal or unenforceable, such provision shall be deemed not to form part of these Terms to the extent of such invalidity, illegality or unenforceability.

16.9.2. The validity and enforceability of the remaining provisions of these Terms shall not be affected.

### 16.10. Waiver

16.10.1. No failure or delay by the Company in exercising any right, power or remedy under these Terms or Applicable Laws shall constitute a waiver of that right, power or remedy.

16.10.2. Any waiver shall be effective only if expressly made in writing.

### 16.11. Entire agreement

16.11.1. These Terms, together with the documents referred to herein, including the Privacy and Data Protection Policy, the Conflicts of Interest Policy, the Order Execution Policy, the Complaints Policy and any other policy or document expressly incorporated by reference, constitute the entire agreement between the Company and the Client relating to the Services.

16.11.2. These Terms supersede any prior agreement, communication, representation or understanding relating to the same subject matter.

16.11.3. Any provisions which by their nature or purpose are intended to survive termination, expiration or closure of the Account shall remain fully effective after the end of the contractual relationship between the Company and the Client, including, without limitation, those relating to liability, limitations of liability, indemnification, set-off, complaints, disputes, intellectual property, taxation, data protection, confidentiality and governing law.

### 16.12. Amendments to the Terms

16.12.1. The Company may amend these Terms whenever reasonably necessary, including in order to:

(a) reflect legislative, regulatory or prudential developments;

(b) comply with a decision, recommendation or request issued by a Governmental Agency;

(c) adapt, develop, modify or discontinue all or part of the Services or functionalities of the Platform;

(d) enhance the security of the Services, prevent fraud, money laundering, terrorist financing, market abuse or any other operational risk;

(e) correct errors, omissions or inconsistencies; or

(f) reflect changes in the organisation, structure or activities of the Company.

16.12.2. The above list is indicative and non-exhaustive.

16.12.3. Any amendment to these Terms shall be communicated to you on a durable medium and, where appropriate, through additional communication channels, including by email, through notification on the Platform or by publication on the Company's website (the "**Website**").

16.12.4. Unless otherwise required by Applicable Law or regulation, amendments shall become effective on the date specified in the relevant notice.

16.12.5. Where required by Applicable Law, particularly with respect to consumers, the Company shall provide you with fourteen (14) days' prior written notice of such amendments and grant you the right to terminate the contractual relationship free of charge before the amendments become effective. The foregoing shall not apply where the Company is unable to provide such notice due to legal, regulatory, operational or other circumstances beyond its reasonable control, or where a shorter notice period is permitted under Applicable Laws.

16.12.6. Unless express consent is required by Applicable Law, your continued access to the Platform or use of the Services following the effective date of the amendments shall constitute acceptance of such amendments.

16.12.7. If you do not agree to the proposed amendments, you may cease using the Services and close the account in accordance with these Terms.

16.12.8. Notwithstanding the foregoing, the Company may implement certain amendments with immediate effect where necessary to comply with all legal or regulatory obligations, address a security risk, prevent fraud, or protect the interests of the Company or its Clients.

16.12.9. The most recent version of these Terms shall be available at all times on the Platform or on the Company's Website.

### 16.13. Language

16.13.1. These Terms and any information or notice communicated by the Company to the Client are drafted in the English language.

16.13.2. Any translation that may be made available is provided for informational purposes only. In the event of any discrepancy, inconsistency or conflict between a translation and the English version, the English version shall prevail to the fullest extent permitted by Applicable Laws.

### 16.14. Governing law

16.14.1. These Terms and any relationship between the Client and the Company shall be governed by the laws of Bhutan, subject to any mandatory consumer protection provisions that may apply.

### 16.15. Competent jurisdiction

16.15.1. Subject to any applicable mandatory provisions and any out-of-court dispute resolution mechanisms provided for under Applicable Laws, any dispute relating to the validity, interpretation, performance or termination of these Terms shall fall within the jurisdiction of the courts of Bhutan.

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