

TERMS AND CONDITIONS FOR USE OF CRYPTOMATE SERVICES

PLEASE READ THESE TERMS TOGETHER WITH THE POLICIES (EACH AS DEFINED BELOW) CAREFULLY BEFORE USING CRYPTOMATE SERVICES, SUCH AS THE CRYPTOMATE ACCOUNT AND/OR ANY OTHER PART OF THE CRYPTOMATE SERVICES (HEREINAFTER “SERVICES”).

THESE TERMS GOVERN YOUR APPLICATION FOR, HOLDING OF OR USE OF A CRYPTOMATE ACCOUNT AND CRYPTOMATE SERVICES.

BY YOUR REGISTRATION FOR A CRYPTOMATE ACCOUNT, CONTINUED HOLDING OR USE OF A CRYPTOMATE ACCOUNT OR USE OF OTHER CRYPTOMATE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE FULLY UNDERSTOOD THESE TERMS IN THEIR ENTIRETY, AND YOU AGREE WITH AND ACCEPT THESE TERMS IN THEIR ENTIRETY AS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CRYPTOMATE (AS DEFINED BELOW). IF YOU DO NOT ACCEPT ANY PROVISION OF THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT REGISTER FOR THE CRYPTOMATE AND/OR ANY OTHER PART OF THE CRYPTOMATE SERVICES.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU WILL NOT BE ELIGIBLE TO APPLY OR REGISTER FOR THE CRYPTOMATE ACCOUNT OR ANY OTHER PART OF THE CRYPTOMATE SERVICES.

These Terms are an agreement between you and CRYPTOMATE, where CRYPTOMATE is represented by MATE HOLDINGS, as defined below. Your funds are not stored with CRYPTOMATE, and they will always be placed on a dedicated segregation account, as required by law, and would not be impacted in case of CRYPTOMATE insolvency.

These Terms incorporate, and you hereby accept and agree with, the Privacy Policy, Important Information on Key Risks, Fees Schedules, other applicable policies, other terms and conditions as may be prescribed by CRYPTOMATE, notices, procedures, specifications, FAQs, guides and guidelines that are provided or made available to you, appear on the CRYPTOMATE Website or are referred to in these Terms and which CRYPTOMATE may modify from time to time (collectively, the **"Policies"**).

IMPORTANT INFORMATION ON KEY RISKS

This section of these Terms highlights some of the risks associated with transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets, payments services and other risks which CRYPTOMATE would like you to consider before accepting these Terms and using any part of the CRYPTOMATE Services. You are solely responsible for understanding and complying with any and all applicable laws, rules and regulations in connection with your acceptance of these Terms and your use of any part of the CRYPTOMATE Services, including but not limited to those related to taxes or foreign currency transactions as well as reporting and disclosure obligations. To the best of the knowledge and belief of CRYPTOMATE, all risk factors which are material to you in making an informed judgment to accept these Terms and use any part of the CRYPTOMATE Services have been set out below. However, the list of risk factors set out below is only a non-exhaustive list for your consideration, and other risks, arising either now or in the future, could additionally be relevant and applicable to you in making an informed judgment to accept, or continue to accept, these Terms and/or use, or continue to use, the CRYPTOMATE Services.

Risk of Funds Not Being Immediately Available

CRYPTOMATE may close, suspend, or limit your access to any part of the CRYPTOMATE Services (as defined below), and/or restrict your access to the Available Balance (as defined below) of your CRYPTOMATE Account (as defined below) for so long as reasonably required to protect against the risk of liability if you violate, breach or fail to comply with any part of these Terms and the Policies (as defined below). For the avoidance of doubt, CRYPTOMATE may also permanently close, suspend, or limit your access to the CRYPTOMATE Services if you violate, breach or fail to comply with any part of these Terms or the Policies.

Please note that your CRYPTOMATE Account has two (2) separate and distinct functionalities, which are the transactional functionality and the reserve functionality. Your ability to access the Available Balance for purposes of making a CRYPTOMATE Transaction (each as defined below) using the Available Balance of your CRYPTOMATE Account will depend upon whether the Available Balance (which is the subject of such transaction) is associated with the transactional functionality or the reserve functionality.

For the purposes of these Terms:

*a) The element of your CRYPTOMATE Account which constitutes the payments functionality is known as the (“**transactional account**”). Such an account is the*

operational part of your CRYPTOMATE Account through which you have access to your Available Balance and which can be used for the execution of CRYPTOMATE Transactions, for example, for the purpose of exchanging, Cashing in and Cashing out of cryptocurrencies.

b) The element of your CRYPTOMATE Account which constitutes the reserve functionality is known as the "reserve". Your access to the reserve is restricted and you have no ability to use the Balance held in the reserve or to execute CRYPTOMATE Transactions using the Balance held in the reserve. Any Balance held in the reserve may be marked or categorized, for example, as "pending", "under review", "risk reserve" or other similar indications or categorizations. The temporary holding of your Balance in such reserve by CRYPTOMATE is related to CRYPTOMATE's assessment and determination, at its sole and absolute discretion, of certain AML, CFT, fraud, financial and other regulatory risks.

Payment Execution Risks

Please note that following CRYPTOMATE's receipt of your payment instruction or instruction to proceed with a transaction in connection with the Accepted Assets, CRYPTOMATE will process or execute such transaction (and where applicable, also credit the relevant payment service provider or partner) as quickly as the relevant payment schemes and financial networks allow (and such transaction may be completed by the next business day following the date of CRYPTOMATE's receipt of your payment instruction or instructions, if the transaction is made in EUROS; however, transactions in other currencies or assets may take longer time, depending on the cut-off limitations and execution times of the payments and processing partners involved).

Price Change Risk Associated with Using Virtual Currencies

Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets (as defined below) fluctuate day by day or even hour by hour. The value of your Available Balance could surge or drop suddenly. Please note that there is a possibility that the price of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets could drop to zero. Prices of virtual currencies are prone to significant fluctuations, for example, due to announced proposed legislative acts, governmental restrictions, news related to cyber-crimes or other factors causing potentially excessive market enthusiasm or disproportionate loss in confidence. Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets can also be manipulated.

Liquidity Risk and the Nature of Virtual Currencies

Your CRYPTOMATE Account and the Available Balance of your CRYPTOMATE Account are not protected by the relevant deposit guarantee or investment indemnity schemes, either in Lithuania or in the jurisdiction you are located in or are resident of.

Virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are not legal tender and are not backed by any government. Unlike fiat currencies, which are regulated and backed by national governments and central banks, virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are based only on technology and user consensus. In cases of massive manipulations or market panic, national

governments will not take any corrective actions or measures to achieve stability, maintain liquidity or protect the value of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets.

There is a possibility that executed orders with respect to certain transactions with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets cannot be settled, may be difficult to settle, or can be completed only at significantly adverse prices depending on the market situation and/or market volume for certain virtual currencies, cryptographic tokens and/or other digital assets.

There is also no assurance that CRYPTOMATE will continue to accept the Accepted Assets for purposes of use of the Available Balance to execute your transactions.

Blockchain Network Risk

Completion of certain transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets on blockchains can be deferred for a certain period of time until an adequate number of confirmations has been received. Transactions with Accepted Assets will not be reflected in your account until the adequate number of confirmations has been received and confirmed by CRYPTOMATE. There is a possibility that your CRYPTOMATE Wallet Transactions (to the extent that they depend on the preceding blockchain-based transactions) may be declined or remain unconfirmed for a period of time. Transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted

Assets may be irreversible, and, accordingly, potential losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time when you or another party initiated the transaction.

Risk of Using External Wallet Services and Exchange Services

In the case where you use an external cryptocurrency wallet or a cryptocurrency wallet which is established or maintained with an Exchange (as defined below) or another service provider where you do not have secure possession of your private keys or credentials to access such cryptocurrency wallet, you may not be able to access your virtual currencies, cryptographic tokens and/or other digital assets including the Accepted Assets. CRYPTOMATE is under no obligation, and may not be able, to assist you in such case.

Risk of Using CRYPTOMATE API Keys

While CRYPTOMATE is committed to high standards for maintaining the security of all API Keys to the cryptocurrency wallets associated with CRYPTOMATE Accounts, CRYPTOMATE is not responsible and is not liable for any loss of virtual currencies, cryptographic tokens and/or other digital assets including the Accepted Assets resulting from any loss, theft, or inappropriate or unauthorized disclosure by you of and/or use of access credential or APIs Keys to the cryptocurrency wallet associated with your CRYPTOMATE Account where such loss, theft, or inappropriate or unauthorized disclosure of and/or use is not within

the control of CRYPTOMATE. CRYPTOMATE is also under no obligation to take any corrective action or measure in the event of any such loss, theft, or inappropriate or unauthorized disclosure made by you.

Force Majeure

There is a risk that your CRYPTOMATE Transactions may be affected by system failures resulting from adverse events, natural disasters and other emergencies, as well as unforeseen significant changes in the external environment. With regards to opportunity loss (e.g. loss of opportunity to place a transactional instruction, resulting in loss of profits which could have been obtained) due to occurrences such as emergency situations and Force Majeure events, CRYPTOMATE is under no obligation to take any corrective action or measure.

Regulatory Uncertainty

The regulatory frameworks applicable to transactions in connection with virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets are still developing and evolving. It is possible that your CRYPTOMATE Transactions are, or may be in the future, subject to various reporting, tax or other liabilities and obligations. Legislative and regulatory changes or actions at the country, regional (for example, in the EU or an EEA) or international level may materially and adversely affect the use, transfer, exchange, and value of virtual currencies, cryptographic tokens and/or other digital assets such as the Accepted Assets.

YOU AND CRYPTOMATE HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, the following words and expressions shall have the following meanings:

1.1.1. **“AML”** means anti-money laundering.

1.1.2. **“Accepted Assets”** means such virtual currencies, cryptographic tokens and/or other digital assets as may be compatible with and supported by the CRYPTOMATE Account, with the list of such virtual currencies, cryptographic tokens and/or other digital assets being as set out in Annex 1 hereto and subject to change from time to time by CRYPTOMATE at its sole and absolute discretion.

1.1.3. **“Applicable Exchange Rate”** means such exchange rate representing the value (in the relevant fiat currency or in the relevant cryptocurrency units) of each unit of an Accepted Asset as may be determined by CRYPTOMATE to be applicable for purposes of calculating the amount of the Available Balance of a CRYPTOMATE Account, displaying for you the prices of the Accepted Assets, applicable fees or charges, and the values of a transaction directly preceding or dependent on the successful completion of the blockchain-based transactions. The exchange rates are displayed for you and accessible through the CRYPTOMATE Account at the time when you initiate or consider initiating a transaction.

1.1.4. **“Available Balance”**: means the value (displayed as units of the respective Accepted Assets and (where applicable) with a reference to the price of such

asset in the respective fiat currency) of the Accepted Assets held by you through your CRYPTOMATE Account based on the Applicable Exchange Rate.

1.1.5. “**CFT**” means the countering of financing of terrorism.

1.1.6. “**Credentials**”: In relation to your CRYPTOMATE Account, means your log-in username, password, API keys, and any other access keys for accessing and/or transacting with your CRYPTOMATE Account or the cryptocurrency wallet associated therewith; and

1.1.7. “**Customer Information**” means all information which you provide to CRYPTOMATE in connection with these Terms, including information which relates to a CRYPTOMATE Transaction, information which identifies or which relates to you, whether true or not, and information collected, used and/or disclosed in accordance with these Terms.

1.1.8. “**Eligible Countries**” means a country in which CRYPTOMATE and/or our banking and processing partners can provide or are permitted to provide services to you.

1.1.9. “**Force Majeure Event**” means any event or circumstance the occurrence and the effect of which CRYPTOMATE is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of CRYPTOMATE.

1.1.10. “**Indemnified Parties**” means CRYPTOMATE, and our banking partners and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.

1.1.11. “**Privacy Policy**” means the current version of the personal data protection and privacy policy of CRYPTOMATE published and made available by CRYPTOMATE to the public on the CRYPTOMATE Website, which you must consent to separately from accepting these Terms in order to use CRYPTOMATE services.

1.1.12. “**Policies**” has the meaning ascribed thereto on Page 1.

1.1.13. “**CRYPTOMATE**” means, collectively:

a) Mate Holdings, a company registered in DELAWARE, UNITED STATES OF AMERICA, to CRYPTOMATE Clients, as well as providing technical support and ancillary services to CRYPTOMATE Clients, with respect to blockchain-based transactions and certain functionalities of the CRYPTOMATE Account.

b) Other companies within CRYPTOMATE group, that may be indirectly providing services or support to the customers of CRYPTOMATE .

1.1.14. “**CRYPTOMATE Services**” means, collectively, all products, services, content, features, technologies or functions offered by CRYPTOMATE to its users. The following services are provided to you and the following activities described in these Terms are performed by CRYPTOMATE :

- Buying, holding, selling or sending virtual currencies, including payments services, such as execution of virtual currencies transactions, and other services that are ancillary to the provision of the aforementioned services, for example, currency exchange, customer support, or complaints handling. This may also include execution of fiat-denominated side of transactions with cryptocurrencies or digital assets between you and other CRYPTOMATE partners or accepting payments and executing transactions with cryptocurrencies and digital assets, as the case may be.

- Performing customer identification and verification, maintaining adequate compliance processes with respect to, for example, information security and risk management requirements that are applicable to regulated financial institutions.

- Execution of blockchain-based transactions.

- Maintaining and managing blockchain-based transactions and balances within your CRYPTOMATE Account.

1.1.15. "**CRYPTOMATE Account**" means such account registered and maintained by you with CRYPTOMATE, which may be used, *inter alia*, as follows:

- a) Effect, obtain and have access to CRYPTOMATE Services in connection and in accordance with these Terms;
- b) Initiate transactions, make transfers, store and manage your balances with blockchain-based Accepted Assets in accordance with these Terms; and
- c) Receive other related services from CRYPTOMATE, such as view your account history, find applicable exchange rates or other information about CRYPTOMATE services, make changes to your account profile, and similar services.

1.1.17. "**CRYPTOMATE Website**" means the Internet website of CRYPTOMATE as accessible at <https://www.CRYPTOMATE.me/> or such other URL as may be designated by CRYPTOMATE.

1.2. The headings or titles to the Paragraphs in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

1.3. Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and neuter gender, and vice-versa.

1.4. Any reference in these Terms to any Paragraph shall be construed as a reference to the paragraphs of these Terms unless otherwise expressly stated.

1.5. The words "include" or "including" in these Terms shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.6. Any reference in these Terms to any person shall be construed as a reference also to such person's successors and assigns.

2. **FEEDBACK AND DETERMINATIONS**

2.1. To contact CRYPTOMATE in connection with any matter relating to your use of the CRYPTOMATE Services, or to submit questions, comments, suggestions, ideas, original or creative materials or other information (collectively, the “**Feedback**”), you may write to CRYPTOMATE in English in accordance with these Terms.

2.2. Subject to the applicable laws, regulations, rules, directions, orders and requirements:

- a) Any determination, decision or opinion that CRYPTOMATE may make (whether in response to any Feedback or otherwise) under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of CRYPTOMATE;
- b) CRYPTOMATE shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions (whether in response to any Feedback or otherwise); and
- c) In the event that CRYPTOMATE chooses to provide any reason or explanation for any of its determinations, decisions or opinions (whether in response to any Feedback or otherwise), such reason or explanation shall not be binding on CRYPTOMATE, and such reason or explanation does not constitute any representation, warranty or undertaking by CRYPTOMATE (as to any future action or otherwise).

3. APPLICATION FOR CRYPTOMATE SERVICES, REGISTRATION FOR CRYPTOMATE ACCOUNT AND ELIGIBILITY

3.1. In order to be eligible to apply for and use our Services, you and your business must be a resident in an Eligible Country. In order to be eligible to use our services, you must be at least eighteen (18) years of age, and have full power and capacity to accept these Terms.

3.2. You and your business must represent and warrant to us in opening an account with us, that you are not acting on behalf of or for the benefit of anyone else.

3.3. Specifically, you must not be a resident in any of the following Restricted Locations: Afghanistan, Crimea Region, Cuba, Eritrea, Iran, Iraq, Kosovo, Lebanon, Libya, Myanmar, North Korea, Syria, Palestinian Territories, Somalia, South Sudan, Sudan, Venezuela, and Yemen. You hereby represent and warrant that you are located in the territory or country which you asserted at the time of account registration and that you are not located in a Restricted Location. We may also restrict or prohibit use of all or a portion of our services from certain other countries, territories or jurisdictions, as may be required by law or our contractual obligations.

3.4. You shall provide all such Customer Information as may be requested by CRYPTOMATE and deemed by CRYPTOMATE to be necessary for purposes of determining whether to approve of your account registration and determine the scope of the services you are eligible to receive from us. In particular, CRYPTOMATE reserves the right to require you to provide such additional Customer Information as may be deemed by CRYPTOMATE to be necessary for purposes of:

a) Verifying your and your business identity and other Customer Information provided by you to CRYPTOMATE;

- b) Verifying the justifications for the sources of funds or sources of wealth as a condition of providing the CRYPTOMATE Services to you or before CRYPTOMATE permits you to use or continue to use our services;
- c) Determining whether the risk-related reserves requirements or transactional that should be applicable to you; and
- d) Otherwise fulfilling our legal or contractual obligations as well as enforcing these Terms.

CRYPTOMATE may make, directly or indirectly, any inquiries which it considers necessary to validate Customer Information provided by you to CRYPTOMATE, including without limitation checking commercial databases, population registers or credit reports, or using other sources and publicly available information.

3.5. You hereby agree to:

- a) Provide accurate, current and complete Customer Information in relation to your and your business identity, location and other matters in connection with your registration for CRYPTOMATE Services;
- b) Keep all Customer Information provided by you to CRYPTOMATE updated at all times;
- c) Immediately notify CRYPTOMATE if you and your business change your country of residency or domicile or beneficial owners or company control or if there are any other changes to any other Customer Information provided by you to CRYPTOMATE;
- d) Not use a password for your CRYPTOMATE Account that you have already used for an account maintained with any other website or any other service provider;

e) Protect and maintain the security of your access to your CRYPTOMATE Account and API Keys by undertaking all appropriate measures and performing all of your obligations as set out in Section 6 below.

f) Immediately notify CRYPTOMATE if you discover or otherwise suspect any inappropriate or unauthorized disclosure of and/or use of your CRYPTOMATE Account.

3.6. If you have successfully registered for a CRYPTOMATE Account and thereafter register for a second (2nd) CRYPTOMATE Account using a different email, but with the same personal information as previously provided by you in respect of your registration for your initial CRYPTOMATE Account, CRYPTOMATE reserves the right not to approve the registration of such second (2nd) CRYPTOMATE Account, and you may be required to access and use only your previously approved CRYPTOMATE Account. If your previous registration for a CRYPTOMATE Account was rejected by CRYPTOMATE, or CRYPTOMATE had previously closed your Account, you may not be able to reapply for a new CRYPTOMATE Account.

4. ACCOUNT INFORMATION AND USER CONTENT

4.1. You can review the Customer Information provided by you to CRYPTOMATE and make any desired changes to certain Customer Information, or to the settings for your CRYPTOMATE Account, at any time by logging into your CRYPTOMATE Account through your mobile banking app, accessing your profile therein and changing your preferences therein.

4.2. Unless your access to your CRYPTOMATE Account is restricted (for example, due to any suspicions of inappropriate or unauthorized disclosure of and/or suspicious account behavior, or a very prolonged period of inactivity), you

may access details of your account history, your Customer Information and details of your Available Balance by logging into your CRYPTOMATE Account. Selected information relating to your transactions will also be provided to you via email. You will also be able to access a downloadable report via your CRYPTOMATE Account, including all fees payable by and charged to you in the relevant period. CRYPTOMATE reserves the right to charge a fee for providing you with any additional information or for providing the transaction history and other information (other than via downloadable standard reports). The way in which CRYPTOMATE provides such information will allow you to store and reproduce the information unchanged, for example by printing a copy. CRYPTOMATE will ensure that the details of each transaction will be made available for you to view online for at least thirteen (13) months from the execution date.

4.3. The CRYPTOMATE Services may include parts thereof which allow you to create, post, upload, share or store content, including, but not limited to, photos, videos, sound, text, graphics, code, items or other information and materials (collectively, your “**User Content**”). You are solely responsible for any of the User Content created, posted, uploaded, shared or stored by you and for your use of any interactive features of the CRYPTOMATE Services. You will not create, post, share or store any User Content that:

- a) Is unlawful, libelous, defamatory, obscene, pornographic, sexually suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b) Would constitute, encourage or provide instructions for a criminal offense, violate or infringe the rights of any party (including intellectual property rights or rights of publicity or privacy), otherwise create liability or violate any local, state, national or international law;

- c) Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- d) Contains personally identifiable information about any person without that person's consent;
- e) Impersonates, or misrepresents your affiliation with, any person or entity (including CRYPTOMATE);
- f) Refers to or depicts CRYPTOMATE or the CRYPTOMATE Services but fails to disclose any material connection to CRYPTOMATE or the CRYPTOMATE Services which may exist;
- g) Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- h) Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- i) In CRYPTOMATE's sole judgment, is objectionable or that restricts or inhibits any other person from accessing and using the CRYPTOMATE Services, or that may expose CRYPTOMATE or any other person to any harm or liability of any type.

4.4. CRYPTOMATE does not endorse any User Content that is created, posted, uploaded, shared or stored by you in or through any part of the CRYPTOMATE Services. CRYPTOMATE shall not be responsible or liable for any User Content. Although CRYPTOMATE is under no obligation to screen, edit or monitor User Content, CRYPTOMATE reserves the right, and has absolute discretion, to remove, screen or edit User Content posted or stored on the Services at any time and for any reason. You are solely responsible for creating backup copies of and replacing any User Content you create, post, upload, share or store in or through any part of the CRYPTOMATE Services at your sole cost and expense.

5. RIGHTS TO FEEDBACK AND USER CONTENT

5.1. To the maximum extent permitted by the applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE shall be entitled to retrieve and collect, and you hereby affirmatively agree, consent to and authorize the collection, use and disclosure by and on behalf of CRYPTOMATE, any Feedback provided by you to CRYPTOMATE or User Content created, posted, uploaded, shared or stored by you in connection with any part of the CRYPTOMATE Services. CRYPTOMATE shall be entitled to collect, use or disclose any Feedback provided by you to CRYPTOMATE and any User Content created, posted, uploaded, shared or stored by you in connection with any part of the CRYPTOMATE Services for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

5.2. You agree that, to the maximum extent permitted by the applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE shall be entitled to retain all Feedback and User Content it receives for any purpose which it deems fit.

5.3. You agree to grant CRYPTOMATE a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sub-licensable right to use, reproduce, create derivative works of, distribute, publicly perform and publicly display all Feedback and User Content for any purpose which CRYPTOMATE deems fit (including the copying, transaction, distribution and publication thereof). You represent and warrant that you own all intellectual property rights (or have obtained all necessary rights) to provide your Feedback or create, post, upload,

share or store User Content in connection with any part of the CRYPTOMATE Services and to grant CRYPTOMATE the foregoing license(s).

6. YOUR ACCOUNT SECURITY AND RESPONSIBILITY FOR UNAUTHORISED TRANSACTIONS

6.1. CRYPTOMATE is committed to handling all Customer Information provided by you to CRYPTOMATE with high standards of information security.

6.2. Your email address, your Credentials, other Customer Information which you provide to CRYPTOMATE and certain additional authentication methods will be used to access the CRYPTOMATE Services (including your CRYPTOMATE Account) and to initiate communications with CRYPTOMATE (this can also be done via our partnering financial institution where you have an account). You may also be prompted to answer several security questions.

6.3. You shall have the sole responsibility to maintain the secrecy and secure possession of all of your Credentials. You should not disclose your Credentials to any person other than representatives of CRYPTOMATE. While representatives of CRYPTOMATE may request for information or documents for purposes of verifying your identity and address, they will never request for your password and any other access keys for accessing your CRYPTOMATE Account or the cryptocurrency wallet associated therewith. Accordingly, any email, telephone call or other communication requesting for your password and any other access keys for accessing your CRYPTOMATE Account or the cryptocurrency wallet associated therewith, should be treated as unauthorized and suspicious, and notified to CRYPTOMATE.

6.4. If you do share your Credentials with a third party for any reason, including for the reason that the third party has promised to provide you with additional services such as account aggregation or information services, such third party will have access to and use your CRYPTOMATE Account, the Customer Information provided by you to CRYPTOMATE. You may also be responsible for any other actions taken by such third party using your Credentials. Granting permission to any third party in any way does not relieve you of any of your responsibilities, obligations and liabilities under these Terms.

6.5. Any claim with respect to lost or compromised credentials to your CRYPTOMATE Account, an unauthorized or defective execution of a payments or virtual currency transaction included into your transaction history or other reports or the non-execution of a payments or virtual currency transaction or blockchain transactions must be submitted by you to the CRYPTOMATE support team **immediately by writing to hello@CRYPTOMATE.me** to ensure that CRYPTOMATE is able to take appropriate actions, reset your credentials and protect your account and the integrity of our services, and in any case within 30 days of the incident, unauthorized execution or non-execution of a transaction, as the case may be.

6.6. In case a claim is lodged by you within the time specified in the previous paragraph, CRYPTOMATE will conduct an investigation, and if the fact of a payment or virtual currency transaction not being authorized is confirmed, CRYPTOMATE shall refund you with the amount of the relevant transaction no later than by the end of the following Business Day after noting or being notified of the transaction and, where applicable, restore the debited account to the state in which it would have been, had the unauthorized transaction not occurred. However, this obligation shall not apply where CRYPTOMATE has reasonable

grounds for suspecting fraud. Where required, you shall promptly take such steps as may be prescribed by CRYPTOMATE in relation to lost or compromised credentials or unauthorized transactions, including making of a police report accompanied by written confirmation or other actions or submissions that CRYPTOMATE may require.

6.7. You shall, however, remain liable for any loss resulting from an unauthorized payment or virtual currency transaction under the following circumstances and subject to the following conditions:

- Until notification to CRYPTOMATE pursuant to the rules on notification of an incident, of the loss or theft, or misuse of the Credentials which was made possible because you were unable to preserve the security of your Credentials:
 - o You remain liable up to an amount of EUR 2500, unless the loss, theft or misappropriation was not detectable to you prior to a transaction, except you have acted fraudulently;
 - o The loss was caused by acts or lack of action of an employee, agent or branch of CRYPTOMATE or of an entity to which its activities were outsourced.
- You will bear all of the losses relating to any unauthorized payment or virtual currency transactions if they were incurred by you acting fraudulently or failing to fulfill one or more of the obligations relating to these Terms with intent or gross negligence. In that case, the maximum amount referred to above will not apply.
- Where CRYPTOMATE did not require strong Client authentication for payments or virtual currency transactions, you will not bear any financial losses unless you acted fraudulently.

· You shall not bear any financial consequences resulting from fraudulent or unauthorized use of the lost, stolen or misappropriated Credentials after you have duly notified CRYPTOMATE, except where you have acted fraudulently.

· In any case, you shall bear the entirety of the losses resulting from an unauthorized transaction in the event that you have acted fraudulently, irrespective of the notification of an incident sent to us.

6.8. No Returns or Refunds for Blockchain-based transactions. All blockchain-based transactions are final and non-reversible. We do not accept any returns or provide refunds in connection with any such transactions. While a blockchain-based transaction is pending confirmation by the applicable network, the virtual currency or cryptographic token or a digital asset subject to such confirmation, will be unavailable for use in connection with any other transaction you initiate with CRYPTOMATE Services.

6.9. As required by applicable regulations, CRYPTOMATE will notify you in the event of suspected or actual fraud or security threats via your registered e-mail, phone number or mobile app notification.

6A. MONEY PAID INTO YOUR ACCOUNT BY ACCIDENT

6A.1. Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies (including the Privacy Policy), CRYPTOMATE can already return money paid to your payment instrument by mistake.

6A.1. However, if you don't think a payment made to you from a payment service provider in the EEA was a mistake, CRYPTOMATE may also be allowed to share your personal information with the paying payment service provider so that you can be contacted directly. This is because CRYPTOMATE is required to cooperate with other payment service providers and share all relevant information in order to assist with tracing money which is sent to the wrong person.

6B. **THIRD-PARTY PROVIDERS**

6B.1. You can choose to allow a Third Party Provider (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your payment instrument, to make payments for you from your account, provided the TPP is authorized by the FMA in Lithuania or another European regulator and you have given your explicit consent.

6B.2. If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so CRYPTOMATE can take steps to stop further misuse of your payment instrument and arrange any refund you've been entitled to.

6B.3. If you are thinking of using a TPP, it is important you check with the regulator whether it is authorized before you use it.

6B.4. CRYPTOMATE can refuse or stop access to a TPP if CRYPTOMATE is concerned it isn't authorized or if CRYPTOMATE believes it's fraudulent or acting fraudulently. If that happens, CRYPTOMATE will contact you to explain why unless CRYPTOMATE believes that would compromise our security or it would be unlawful.

6B.5. This provision will not affect any customers who do not use TPPs.

7. USE BY CRYPTOMATE OF CUSTOMER INFORMATION

Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies (including the Privacy Policy), CRYPTOMATE shall be entitled to request, retrieve and collect, and you hereby affirmatively agree, consent to and authorize the collection, retrieval, use and disclosure by and on behalf of CRYPTOMATE of any and all Customer Information, in the manner and for the purposes set out in the Policies and the following purposes:

- a) Carrying out identification checks, due diligence and other checks, screenings and verifications (including for purposes of completing any anti-fraud, know-your-client, know-your-transaction, CFT and AML procedures implemented by CRYPTOMATE);
- b) Dealing in any matters relating to your CRYPTOMATE Account (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of your Customer Information to the extent necessary to bring about delivery of the same as well as on the external cover of envelopes/mail packages);

- c) Investigating fraud, misconduct, any unlawful action or omission, whether relating to your claims or any other matter relating to your CRYPTOMATE Account and/or your relationship with CRYPTOMATE, and whether or not there is any suspicious of the aforementioned;
- d) For meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
- e) Providing you with information about your transactions, updating you about our services, for example, scheduled maintenance times or security alerts, maintaining safety and security of our services, and other purposes as set out in these Terms and our Policies.

8. USE OF CRYPTOMATE SERVICES AND TRANSACTION EXECUTION

8.1. When you instruct CRYPTOMATE to process and complete a transaction, you agree and accept that you authorize CRYPTOMATE to execute such transaction immediately (unless otherwise stated) in accordance with your instructions and charge you any applicable fees associated therewith. You represent and warrant that any Customer Information you provide to CRYPTOMATE in connection with each transaction, is accurate and complete.

8.2. You further agree and accept that any duly authorized instruction by you to CRYPTOMATE to process and complete a transaction cannot be reversed, changed, withdrawn or canceled, unless such reversal, change, withdrawal or cancellation is practicable and specifically permitted by the applicable laws, regulations, rules, directions, orders and requirements.

8.3. You may issue a payment or transactional instruction to us by connecting to our Services and making appropriate selections and entering relevant transactional details as well as validating your transaction through your preferred method of strong authentication, where applicable. The sole transmission to CRYPTOMATE of a payment instruction in the above described manner shall constitute an authorization of such payment instruction. The validation of a payment or transactional instruction through the use of the Services shall have the same value as your original signature and shall have the same value in evidence as an original written document.

8.4. If the strong authentication confirmation has been successfully completed (for cases where it is required), the burden of proof that an executed transaction has not been authorized by you or that a transaction has not been correctly executed normally lies with you.

8.5. A payment instruction shall be deemed to have been received by CRYPTOMATE at the time of actual validation by you of the payment instruction, it being understood that, depending on the payment instrument used, certain payment instructions or validation thereof received by CRYPTOMATE after the cut-off times imposed by our banking or payment partners, or at any time during a non-Business Day, will be deemed to have been received on the next Business Day.

8.6. When payment transactions (including also transactions with virtual currency balances) are made in euros from an Available Balance denominated in euros, we will ensure that the amount of the transaction is credited to the account of the

payment service provider of the payee by no later than the end of the following Business Day following the moment of receipt of the payment instruction in accordance with these Terms. For all other payment transactions effected within the EEA other than the payment transaction described in the preceding paragraph, CRYPTOMATE will ensure that the amount of the payment transaction is credited to the account of the payment service provider of the payee by no later than the fourth Business Day following the moment of receipt of the Payment instruction. For all other payment transactions not covered in the preceding paragraphs, you acknowledge that the execution time for the payment transaction will be subject to the operating rules of international payment systems and that in this case, we will not be bound by the deadlines set out above.

8.7. In the event that we do not detect a fraudulent use or misuse of your Credentials and execute a payment transaction initiated through such Credentials, including successful application of the strong authentication requirements, as the case may be, we shall, except in the case of gross negligence or willful misconduct, be deemed to have validly executed the payment transaction, as if the payment transaction had been initiated by you. We will thus be released from our obligation to refund you the funds on the CRYPTOMATE Account which have been used in order to execute such payment instruction.

8.8. We may, at any time, reject a payment instruction submitted to us via the Services, or impose any other conditions or restrictions upon your use of the Services. The reasons for the refusal and the procedure for correcting any factual mistakes that led to the refusal will be notified to you at the latest by the end of the Business Day following the refusal. CRYPTOMATE will be deemed to have satisfied this obligation if it has sent the notification of refusal within the period of execution time regardless of the date of actual receipt by you of such notification.

Any notification by CRYPTOMATE of a justified refusal of a payment instruction may result in you being charged a fee.

CRYPTOMATE may, without being obliged to do so, refuse to execute a payment or transactional instruction:

- If the payment instruction contains any factual error, in particular, incomplete or imprecise transactional details;
- If you have breached any of your obligations towards CRYPTOMATE under these Terms or any other agreement entered into between you and CRYPTOMATE;
- If the payment instruction does not meet the agreed form as set out in these Terms;
- If your Available Balance is insufficient to execute an instruction in full;
- If the spending limits as may have been agreed upon between you and CRYPTOMATE have been reached;
- If the transaction cannot be executed in full;
- If the instruction has been made by a person who has no power to operate the Account;
- If CRYPTOMATE is legally or contractually obliged to freeze your Account or block transactions;
- If CRYPTOMATE suspects that the security of Service is compromised, e.g. because of a problem or technical failure or because of hacking attacks;

- If CRYPTOMATE suspects fraud (for example where it has identified suspicious transaction(s)) or has received a notification that an incident has occurred);

- If CRYPTOMATE believes that the execution of the payment transaction would be contrary to any national or foreign laws, regulations or decisions of authorities or would expose CRYPTOMATE to liability risks.

Should you elect to proceed with a subsequent execution of a payment instruction notwithstanding refusal thereof by CRYPTOMATE, you shall provide CRYPTOMATE with a new payment instruction containing all the required elements. It will not be possible to correct the initial payment instruction.

In the event of a payment instruction which is beyond your Account's permissible use or applicable limits, CRYPTOMATE may request additional identifying information from you and must receive such information before processing the payment instruction. If you fail to provide this additional required information or documentation, the attempted transaction may be refused or suspended by CRYPTOMATE, without being obliged to do so.

8.9. CRYPTOMATE may, at any time and to the maximum permitted by the applicable laws, regulations, rules, directions, orders and requirements, pause, refuse to process or complete any CRYPTOMATE transaction initiated by you, impose limits on the value or type of such transaction or impose any other conditions or restrictions on your access to and use of the CRYPTOMATE Services.

8.10. It shall be your sole responsibility to keep track of and monitor your activity for CRYPTOMATE Transactions. In particular, it shall be your sole responsibility

to ensure that your Available Balance is sufficient to cover the full amount required for a proposed transaction and all fees associated therewith which shall be payable by and charged to you upon initiation of a transaction.

8.11. If you attempt to initiate, or if CRYPTOMATE is instructed by you to process or complete, a transaction at a time when your Available Balance is insufficient to cover the full amount required for such transaction and all fees associated therewith which shall be payable by you, such transaction in most instances will be declined. However, in the event that due to a system malfunction or any other reason, such transaction is successful or completed (or partially successful or completed) notwithstanding that your Available Balance is insufficient and your Available Balance becomes negative as a result of such successful or complete transaction, you agree to reimburse CRYPTOMATE, upon request, for the amount of the transaction in excess of your Available Balance in such fiat currency, Accepted Asset or any other form as may be requested by CRYPTOMATE.

8.12. It is your sole responsibility to confirm the list of virtual currencies, cryptographic tokens and/or other digital assets which are Accepted Assets. Any virtual currencies, cryptographic tokens and/or other digital assets other than the Accepted Assets (the “**Unsupported Assets**”) which are sent to an address associated with your CRYPTOMATE Account may be lost, destroyed or not returned to you. While you may request for CRYPTOMATE’s assistance to retrieve any such Unsupported Assets which are sent to an address associated with your CRYPTOMATE Account, CRYPTOMATE is under no obligation to provide such assistance. Additionally, there may be fees payable by and chargeable to you if CRYPTOMATE provides any such assistance to retrieve the Unsupported Assets for return to you.

8.13. In the event of any airdrop, fork, hack, mining attack (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attack, distributed denials of service, error, vulnerability, defect, flaw in programming or source code or any other occurrence resulting in a change in the structure or source code of any blockchain, any determination of whether or not to take any corrective action or measure and the type of corrective action or measure shall be made at the sole and absolute discretion of the CRYPTOMATE. CRYPTOMATE does not bear any liability in the event that you or a third party incurs any losses as a result of any airdrop, fork, hack, mining attack (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attack, distributed denials of service, error, vulnerability, defect, flaw in programming or source code or any other occurrence resulting in a change in the structure or source code of any blockchain, or lack of corrective actions or measures taken by CRYPTOMATE or if CRYPTOMATE decides to cease its support of Accepted Assets within the CRYPTOMATE Services.

8.14. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE shall be entitled, at any time in its sole and absolute discretion, to determine and vary the types of transactions that may be carried out with your CRYPTOMATE Account, the types of services offered to you, the payment methods supported in the program administered by CRYPTOMATE.

8A. STATEMENTS

Information about your payment instruments used and transactional history will be made available to you after each transaction.

9. PROLONGED INACTIVITY

In the event of very prolonged period of inactivity in respect of your CRYPTOMATE Account and where the Available Balance of your CRYPTOMATE Account is positive, CRYPTOMATE shall attempt to contact you with such contact details based on the Customer Information provided by you to CRYPTOMATE. However, if CRYPTOMATE is unable to contact you, the applicable laws, rules, regulations, directions, orders or requirements may require CRYPTOMATE to report such Available Balance as unclaimed property to the applicable regulatory authority or law enforcement body and deliver the Accepted Assets comprising such Available Balance to the applicable jurisdiction as unclaimed property. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE reserves the right to deduct administrative fees from such Available Balance in connection with such prolonged period of inactivity, such attempt to contact you and/or such report.

10. RESPONSIBILITY FOR USE OF EXTERNAL WALLETS AND EXTERNAL ACCOUNTS

10.1. You shall be solely responsible for your use of any External Wallet, protocol or External Account and your compliance with any and all terms and conditions which are prescribed by the provider of the services of such External Wallet, protocol or Account as being applicable to your use of such services.

CRYPTOMATE shall not be responsible for any access to or use of any External Wallet or Account. You agree and accept that in the event that the security of your External Wallet or External Account is compromised in any manner, you shall not be entitled to receive any compensation from CRYPTOMATE, and CRYPTOMATE shall not be obliged to provide, any refunds in respect of any loss, theft, or inappropriate or unauthorized disclosure of and/or use of such External Wallet or Account or their respective credentials.

10.2. The amount of time required to process and complete a transaction involving an address of an External Wallet or payments processing times with respect to External Wallets will depend in part upon the performance of third parties (including the provider of the services of such External Wallet or Account), and CRYPTOMATE does not provide any kind of assurance of the amount of time required to process and complete such transactions.

10.3. In some cases, the provider of the services of such External Wallet and/or Account may reject your transaction for a number of reasons. CRYPTOMATE shall not be responsible for such rejections or any losses in connection therewith.

11. **PROHIBITED USES OF CRYPTOMATE SERVICES**

11.1. You hereby agree that you shall not use any part of the CRYPTOMATE Services to conduct, pay for or facilitate activities that:

a) Violate any applicable law, regulation, rule, direction, order or requirement;

b) Relate to transactions involving:

1. Narcotics, steroids, certain controlled substances or other products that present a risk to human safety;

2. Drug paraphernalia;

3. Items that encourage, promote, facilitate or instruct others to engage in illegal activity;

4. Stolen or pirated goods including digital and virtual goods or items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

5. The promotion of hate, violence, racial intolerance, or the financial exploitation of a crime;

6. Items that are considered obscene;

7. Certain sexually oriented materials or services; or

8. Ammunition, firearms, or certain firearm parts or accessories, or certain weapons or knives regulated under applicable law; or

c) Relate to transactions that:

1. Show the personal information of third parties in violation of any applicable law, regulation, rule, direction, order or requirement;

2. Support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;

3. Involve offering or receiving payments for the purpose of bribery or corruption.

11.2. Further, you agree that you shall not:

a) Use any part of the CRYPTOMATE Services or allow a third party to use any part of the CRYPTOMATE Services to commit fraud or otherwise violate the law;

b) Engage in conduct that is harassing, threatening, intimidating, or stalking, or that CRYPTOMATE otherwise deems objectionable;

c) Engage in conduct or an act of fraud, extortion or blackmail, that seeks to disseminate falsehoods about the CRYPTOMATE or otherwise harm the CRYPTOMATE's reputation and credibility using deception;

d) Use any part of the CRYPTOMATE Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the CRYPTOMATE Services or that could damage, disable, overburden or impair the functioning of any part of the CRYPTOMATE Services in any manner;

e) Use any part of the CRYPTOMATE Services to deliberately steal the assets of another user, CRYPTOMATE, or affiliated companies, through replay attacks, etc.

f) Reverse engineer any aspect of any part of the CRYPTOMATE Services or apply any other process or procedure to derive the source code of any software included in any part of the CRYPTOMATE Services (unless otherwise permitted by any applicable law, regulation, rule, direction, order or requirement);

g) Violate, infringe or misappropriate any intellectual property right, of other third parties, or commit a tort;

h) Reproduce (other than standard website page caching), create derivative works of, publicly perform, publicly display, distribute, sell, rent, lease, timeshare or otherwise commercially exploit any part of the CRYPTOMATE Services;

- i) Attempt to bypass or circumvent measures employed to prevent or limit access to any content, area or functionality of any part of the CRYPTOMATE Services;
- j) Develop any third-party applications that interact with Services without our prior written consent, except as allowed through the use of the Application Programming Interface (API) of the CRYPTOMATE Account;
- k) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by CRYPTOMATE to access any part of the CRYPTOMATE Services, extract data or otherwise interfere with or modify the rendering of pages or functionality of any part of the CRYPTOMATE Services;
- l) Bypass or ignore instructions contained in our robots.txt file that controls automated access to any part of the CRYPTOMATE Services;
- m) Use any part of the CRYPTOMATE Services other than for its intended purposes; or
- n) Use any part of the CRYPTOMATE Services to engage in or promote any activity that violates these Terms.

12. **PAYABLE FEES**

12.1. CRYPTOMATE shall be authorized to deduct the amount(s) of all transactions and any fees as notified by CRYPTOMATE to you in advance (in writing, by displaying in the CRYPTOMATE Account or any other form or manner) as being payable by and chargeable to you under these Terms from the Available Balance of your CRYPTOMATE Account.

12.2. You shall be solely responsible for the payment of all fees associated with any transaction.

13. **ACCOUNT CLOSURE BY CRYPTOMATE**

13.1. If CRYPTOMATE determines that you are incurring an excessive number of chargebacks, disputes, complaints or other irregularities, CRYPTOMATE may establish controls or conditions governing your use of your CRYPTOMATE Account, including without limitation, by:

- a) Establishing new processing fees payable by and chargeable to you;
- b) Creating a reserve of an amount reasonably determined by CRYPTOMATE to cover anticipated reversals, losses and related fees;
- c) Lowering the limits applicable to your CRYPTOMATE Account Transactions;
or
- d) Terminating, restricting or suspending your access to and use of the CRYPTOMATE Services, closing your CRYPTOMATE Account.

13.2. CRYPTOMATE shall be further entitled to close your CRYPTOMATE Account for any reason at any time in the event that:

- a) You have violated, breached or failed to comply with any part of these Terms or the Policies;

- b) CRYPTOMATE determines that you pose an unacceptable credit or fraud risk to us;
- c) You provide or have provided false, incomplete, inaccurate, or misleading Customer Information (including without limitation any information in relation to your registration for a CRYPTOMATE Account) or otherwise engage in fraudulent or illegal conduct;
- d) CRYPTOMATE has security concerns regarding your CRYPTOMATE Wallet Account or your Credentials; or
- e) CRYPTOMATE suspects or has reason to believe that there has been loss, theft, or inappropriate or unauthorized disclosure of and/or use of your CRYPTOMATE Account and/or your Credentials.

In the case where CRYPTOMATE determines that it will close your CRYPTOMATE Wallet Account in any of the above events, CRYPTOMATE shall provide you with a notice of such closure or termination in accordance with these Terms, and where practicable, the reasons for closing your CRYPTOMATE Account, and allow you to withdraw any remaining Available Balance from your CRYPTOMATE Account.

In the case where you wish to request for reactivation of your CRYPTOMATE Account or Credentials, or replace it/them, you shall notify CRYPTOMATE in accordance with these Terms. CRYPTOMATE may, at its sole and absolute discretion, take such action to reactivate your CRYPTOMATE Account or Credentials.

13.3. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE shall be entitled, or remain

entitled, in connection with any closure of your CRYPTOMATE Wallet by CRYPTOMATE, to:

- a) Deduct your Available Balance for any amount and charges incurred in or related to CRYPTOMATE Wallet Transactions that are carried out before such closure of your CRYPTOMATE Wallet Account, and you shall remain liable to CRYPTOMATE for such amounts and charges until such amounts and charges are deducted or otherwise paid to CRYPTOMATE in full;
- b) Cancel any pending CRYPTOMATE Wallet Transactions,
- c) Suspend, limit or terminate your access to the CRYPTOMATE Website, software, systems (including any networks and servers used to provide any of the CRYPTOMATE Services) operated by CRYPTOMATE or any third party for or on its behalf;
- d) Retain your Available Balance after such closure of your CRYPTOMATE Wallet Account to such extent and for such period of time as may be reasonably required to protect CRYPTOMATE and/or any third party against the risk of reversals, chargebacks, claims, fees, charges, fines, penalties and other liabilities of whatever nature, after which you shall be entitled to withdraw any undisputed Available Balance which CRYPTOMATE holds.

13.4. Subject to the applicable laws, regulations, rules, directions, orders and requirements, you shall not be entitled to any payment, compensation or damages from CRYPTOMATE in relation to any closure of your CRYPTOMATE Account by CRYPTOMATE pursuant to the foregoing of this Paragraph for any reason.

13.5. Subject to the applicable laws, regulations, rules, directions, orders and requirements, any closure of your CRYPTOMATE Account for any reason shall

not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

13.6. In the event of a closure of your CRYPTOMATE Account by CRYPTOMATE, CRYPTOMATE will mark your CRYPTOMATE Account in its database as "Closed", but will maintain a record of the Customer Information provided by you to CRYPTOMATE in CRYPTOMATE's database for CRYPTOMATE's compliance with applicable laws, rules, regulations, directions, orders and requirements. Such maintenance of a record by CRYPTOMATE of the Customer Information provided by you to CRYPTOMATE is, for instance, necessary in order to deter against fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their initial CRYPTOMATE Accounts and opening new CRYPTOMATE Accounts. However, the Customer Information provided by you to CRYPTOMATE will not be used by CRYPTOMATE for any further purposes, nor sold or shared with third parties, except to the extent necessary to prevent fraud and assist law enforcement authorities, or as required by law.

13.7. The rights of suspension, restriction, closure and termination of CRYPTOMATE under these Terms shall be without prejudice to any other rights or remedies which CRYPTOMATE may have (whether under these Terms, at law, in equity or otherwise).

14. **ACCOUNT CLOSURE BY YOU**

14.1. You shall be entitled to close your CRYPTOMATE Account at any time by notifying CRYPTOMATE of your intention of such closure or termination.

14.2. In the event of closure by you of your CRYPTOMATE Account, CRYPTOMATE will mark your CRYPTOMATE Account in its database as "Closed", but will maintain a record of the Customer Information provided by you to CRYPTOMATE in CRYPTOMATE's database for CRYPTOMATE's compliance with applicable laws, rules, regulations, directions, orders and requirements. Such maintenance of a record by CRYPTOMATE of the Customer Information provided by you to CRYPTOMATE is, for instance, necessary in order to deter against fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their initial CRYPTOMATE Accounts and opening new CRYPTOMATE Accounts. However, the Customer Information provided by you to CRYPTOMATE will not be used by CRYPTOMATE for any further purposes, nor sold or shared with third parties, except to the extent necessary to prevent fraud and assist law enforcement authorities, or as required by law.

15. SURVIVING TERMS FOR ACCOUNT CLOSURE AND COMPLIANCE

These Terms shall survive termination to the extent necessary for the closure of your CRYPTOMATE Account by you or CRYPTOMATE, and for compliance by CRYPTOMATE with applicable laws, rules, regulations, directions, orders and requirements.

If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please write to the CRYPTOMATE Customer Support team via www.CRYPTOMATE.me Support section.

CRYPTOMATE will send an acknowledgment letter or email or text to inform you upon receipt of your complaint within 2 business days.

CRYPTOMATE will try to resolve any complaints you have about your payment instrument or the service CRYPTOMATE provides to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and CRYPTOMATE will let you know if this is the case).

CRYPTOMATE have procedures in place to make sure that CRYPTOMATE handles your complaint fairly and quickly. However, if you are not satisfied with the outcome of your complaint, you can write to the FMA Liechtenstein (Landstrasse 109 Postfach 279, 9490 Vaduz, Liechtenstein), which is the regulatory authority responsible for supervising CRYPTOMATE regulatory activities in the EEA.

CRYPTOMATE may need to contact you urgently if CRYPTOMATE suspects or finds fraudulent activity has occurred on your account (provided CRYPTOMATE is not prohibited from doing so by law) or if CRYPTOMATE suffers a security threat. To do so, CRYPTOMATE may (for example) send you a text message instead of calling or emailing you, if CRYPTOMATE thinks this is the quickest way to contact you. When CRYPTOMATE contacts you, CRYPTOMATE will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We'll use the same contact details

which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

16. **GENERAL RIGHTS OF CRYPTOMATE**

16.1. You hereby agree and accept that CRYPTOMATE's records of all transactions, Customer Information and any other matter in relation to these Terms or your use of CRYPTOMATE Services (including any communications transmitted electronically or telecommunications between CRYPTOMATE and you) are final and conclusive and binding for all purposes, in the absence of manifest error.

16.2. Without prejudice to any of CRYPTOMATE's other rights and remedies (whether under these Terms, at law, in equity or otherwise), CRYPTOMATE is required to act in accordance with any and all applicable laws, regulations and rules and directions, orders and of any applicable regulatory authority and/or law enforcement body relating to anti-fraud, anti-terrorism, CFT, AML and the provision of financial and other services to any persons or entities requirements, and may be subject to sanctions in relation thereto. CRYPTOMATE shall be entitled to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

16.3. Without prejudice and in addition to any right of set-off to which CRYPTOMATE is otherwise entitled and to the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE may, at any time, upon written notice to you, set-off any amounts owing by you to CRYPTOMATE for any breach by you of these Terms against any amounts which CRYPTOMATE owes to you.

17. **DISCLAIMERS, INDEMNITY AND LIABILITY**

17.1. Subject to the applicable laws, regulations, rules, directions, orders and requirements and the Policies, CRYPTOMATE shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense, howsoever arising from or in connection with:

- a) Your use of the CRYPTOMATE Services and/or of the CRYPTOMATE Account, or any transaction initiated or received by you using our services;
- b) Any loss, theft, or inappropriate or unauthorized disclosure of and/or use of the private keys to the virtual currency wallet associated with your CRYPTOMATE Account;
- c) Any transfer of any Unsupported Assets by any person to an address associated with a CRYPTOMATE Account;
- d) Any malfunction, defect or error in any terminal used to process any card or of other machines or systems of authorization whether belonging to or operated by CRYPTOMATE or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;

e) Any failure, malfunction or breakdown of, or disruption to, the operation of the CRYPTOMATE Services or your CRYPTOMATE Account, the relevant blockchain(s), blockchain-based software system(s) or any source code(s) with which the Accepted Asset(s) are associated or any part of the CRYPTOMATE or your CRYPTOMATE Account relies on, due to occurrences of forks, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

f) Any delay or inability on CRYPTOMATE’s part to perform any of its obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, act of God, terrorism, civil disturbance or any event outside of CRYPTOMATE’s reasonable control or the reasonable control of any of CRYPTOMATE’s servants, agents or contractors;

g) Any access to or use of any External Wallet or External Account by any person;

h) Any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any CRYPTOMATE Account, and you acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which CRYPTOMATE may be unable to control, and CRYPTOMATE is not responsible or liable to you for their performance or the non-performance of their obligations to you;

i) Any loss, theft, or inappropriate or unauthorised disclosure of and/or use of your CRYPTOMATE Account and/or your Credentials;

j) Any injury to your credit, character and reputation in relation to your use of the CRYPTOMATE Services or a CRYPTOMATE Account;

k) Any delay in the release of any amount of your Available Balance which is put on hold for any reason;

l) Your failure, in any manner, to follow the instructions delivered to you together for your usage of the CRYPTOMATE Services or the CRYPTOMATE Account; and

m) Any circumstance for any matters relating to or in connection with any dispute, refund request or chargeback request in relation to your use of the CRYPTOMATE Services and/or the CRYPTOMATE Account,

and you hereby waive claim you may now or in the future have against CRYPTOMATE for the same. You shall fully and effectively indemnify, defend and hold harmless the Indemnified Parties from and against, any and all losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

17.2. CRYPTOMATE makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the any virtual currencies, goods and/or services purchased via the CRYPTOMATE Account and assumes no liability or responsibility for the acts or omissions of Merchants or virtual currency buyers or sellers. Any dispute about the value, condition or performance of any of such virtual currencies/goods/services is to be resolved directly with the relevant Merchants.

17.3. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, you shall indemnify and keep the Indemnified Parties fully indemnified against all losses (including legal costs on an indemnity basis) incurred, suffered or sustained by the Indemnified Parties,

directly or indirectly, by reason of or in connection with these Terms, including but not limited to:

- a) Any use of the CRYPTOMATE Account whether or not authorization has been sought and/or given;
- b) Breach of any provision of these Terms on your part;
- c) The enforcement or protection of the Indemnified Parties' rights and remedies against you under these Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you;
- d) Insufficiency of your Available Balance to meet any request for payment for any transaction or settlement of any other liability under these Terms; and
- e) Applicable laws, regulations, rules, directions, orders and requirements which may have an effect on your Available Balance and/or these Terms.

17.4. This Paragraph shall survive any expiry, termination or other cessation of your relationship with CRYPTOMATE.

18. **FORCE MAJEURE**

CRYPTOMATE shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any Force Majeure Event.

19. **AMENDMENT, MODIFICATION OR VARIATION OF TERMS**

19.1. CRYPTOMATE shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (and such part of the Policies to the extent that it is entitled to make such amendments, modification or variation) by giving notice of such amendment, modification or variation (“**Changes**”) no later than two (2) months before the proposed date of entry into force of the Changes to these Terms via e-mail, and on the CRYPTOMATE Website, through your CRYPTOMATE Account, or in any other form or manner deemed appropriate by CRYPTOMATE (which shall constitute good and sufficient notice thereof to you by CRYPTOMATE and shall be deemed to have been received by you on the date of such posting or e-mail notice. CRYPTOMATE shall not be required to provide such notice period of two (2) months in the case where a Change is required by the applicable laws, rules, regulations, directions, orders or requirements or relates to the addition of a new service, extra functionality to the existing CRYPTOMATE Services or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.

19.2. In the event that you do not accept a Change as set out in a notice given by CRYPTOMATE, you shall forthwith close your CRYPTOMATE Account by notifying CRYPTOMATE of such closure and/or termination in accordance with Paragraph 15 above prior to the proposed date of entry into force of the amended, modified or varied Terms. Subject further to Paragraph 15 above, you shall nevertheless remain liable to CRYPTOMATE after your closure and/or termination for any liabilities or charges which you may have incurred and are responsible for prior to your closure and/or termination.

19.3. Where you continue to hold or use your CRYPTOMATE Account after the proposed date of entry into force of the Changes to these Terms, you shall be deemed to have agreed with and accepted such Changes to these Terms.

20. INCONSISTENCY WITH ANY APPLICABLE LAW, REGULATIONS OR RULES

In the event that any provision in these Terms results in any direct or indirect non-compliance by CRYPTOMATE with any provision in any applicable law, regulation, rule, direction, order and requirement in any jurisdiction, you acknowledge and agree that:

- a) Such provision in these Terms shall be null and void to the extent of such non-compliance by CRYPTOMATE; and
- b) CRYPTOMATE shall be entitled to take such action as may be required for compliance by CRYPTOMATE, or omit to take such action as may result in continued or future non-compliance by CRYPTOMATE, with such provision in the applicable law, regulation, rule, direction, order or requirement.

21. NO WAIVER

No failure to exercise or enforce, and no delay on the part of CRYPTOMATE in exercising or enforcing its rights under these Terms shall operate as a waiver

thereof nor shall such failure or delay in any way prejudice or affect the rights of CRYPTOMATE at any time.

22. **CONFIDENTIALITY**

You agree that CRYPTOMATE shall not be under any obligation of confidentiality to you regarding any such information or material provided by you using the CRYPTOMATE Services, unless agreed otherwise in a separate direct contract between you and CRYPTOMATE and, or otherwise required under applicable law.

23. **ASSIGNMENT**

23.1. The CRYPTOMATE Account is non-transferable and all rights, interests and obligations under these Terms shall be non-assignable upon establishment of the CRYPTOMATE Account without the prior written consent of CRYPTOMATE. The CRYPTOMATE Account shall be used only by you and no other person, for CRYPTOMATE Transactions strictly.

23.2. To the maximum extent permitted by all applicable laws, regulations, rules, directions, orders and requirements, CRYPTOMATE may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any

such assignment or transfer shall take effect upon fulfilling notification requirements, as stipulated in Paragraph 19 of these Terms. In the event that CRYPTOMATE assigns and transfers all its rights, interests and obligations under these Terms:

- a) All references to CRYPTOMATE in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of CRYPTOMATE; and
- b) Such assignee and transferee shall be entitled to enforce all rights and perform all obligations of CRYPTOMATE and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

24. NOTICES AND CORRESPONDENCE

24.1. All notices and communications by CRYPTOMATE to you shall be in writing, in the English language, unless specifically allowed by CRYPTOMATE otherwise. You agree that CRYPTOMATE may provide notice or other information to you by posting it on the CRYPTOMATE Website or through your CRYPTOMATE (including the posting of information which is only accessible by you by logging into your CRYPTOMATE Account), emailing it to the email address provided by you as Customer Information in connection with your CRYPTOMATE Account, mailing it to the registered address provided by you as Customer Information in connection with your CRYPTOMATE Account, calling you by telephone, or sending you an text message. You must have internet access and an email account to receive communications and information relating to the CRYPTOMATE Services. With the exception of amendments to these Terms, such notice shall be considered to be received by you within twenty-four (24) hours of the time it is posted on the CRYPTOMATE Website or through your CRYPTOMATE API via the CRYPTOMATE Account or emailed to you. If a notice

is sent by mail, such notice shall be deemed to have been received by you three (3) days after it is posted. You may request a copy of any legally required disclosures (including these Terms) from CRYPTOMATE. CRYPTOMATE will provide this to you in a form which allows you to store and reproduce the information in these Terms (for example, by email) and you may terminate your consent to receive required disclosures through electronic communications by contacting CRYPTOMATE at hello@CRYPTOMATE.me . CRYPTOMATE may charge you a fee to provide such legally required disclosures. CRYPTOMATE reserves the right to close, restrict, suspend or terminate your access to the CRYPTOMATE Wallet Account, if you withdraw your consent to receive electronic communications from CRYPTOMATE.

24.2. All notices and requests from you to CRYPTOMATE shall be in writing in the English language and no other language and sent via email to **hello@CRYPTOMATE.me** unless otherwise specified by CRYPTOMATE to you. CRYPTOMATE shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by CRYPTOMATE to you.

25. **INTELLECTUAL PROPERTY RIGHTS**

25.1. These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with any part of these Terms, the Policies, the CRYPTOMATE Website.

25.2. CRYPTOMATE observes a policy of limiting access to the CRYPTOMATE Services for users who infringe the intellectual property rights of others. If you believe that anything associated with the CRYPTOMATE Services infringe any copyright that you own or control, you may notify CRYPTOMATE in accordance with Paragraph 24 above.

25.3. The Application Programming Interface (API) of the CRYPTOMATE Account is the copyrighted technology of CRYPTOMATE and may not be copied, imitated or used, in whole or in part, outside of the CRYPTOMATE Account intended use. CRYPTOMATE retains all its rights related to its databases, websites, graphics, software, applications, programs, code, etc, including chat text, the content of CRYPTOMATE's emails, and data such as transaction prices developed or provided by CRYPTOMATE or its affiliates which can be acquired by various external APIs. CRYPTOMATE may demand any third parties stop using CRYPTOMATE's API for any purposes not authorised by CRYPTOMATE.

25.4. The CRYPTOMATE logo, any other CRYPTOMATE service names, logos or slogans that may appear on the Services, and the look and feel of any part of the CRYPTOMATE Services, the CRYPTOMATE Account and the CRYPTOMATE Website, including all page headers, custom graphics, button icons and scripts, are trademarks, service marks or trade dress of CRYPTOMATE and its suppliers and its licensors, and may not be copied, imitated or used, in whole or in part, without its or the applicable trademark holder's prior written consent thereto. You may not use any metatags or other "hidden text" utilising any name, trademark or product or service name of CRYPTOMATE without CRYPTOMATE's prior written consent thereto. Further, you may not use, frame or utilise framing techniques to enclose any CRYPTOMATE trademark, logo or other proprietary information, including the images found on any part of the

content of any text or the layout or design of any page, or form contained on a page, on any part of the CRYPTOMATE Services, the CRYPTOMATE Account, and the CRYPTOMATE Website without CRYPTOMATE's prior written consent thereto.

You shall not, and may not attempt to, directly or indirectly:

- a) Transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any part of the CRYPTOMATE Services, the CRYPTOMATE Account, or the CRYPTOMATE Website to any person or entity;
- b) Modify, alter, tamper with, repair, or otherwise create derivative works of any software included in any part of the CRYPTOMATE Services, the CRYPTOMATE Account, or the CRYPTOMATE Website;
- c) Reverse engineer, disassemble, or decompile any part of the CRYPTOMATE Services, the CRYPTOMATE API, the CRYPTOMATE Account or the CRYPTOMATE Website or apply any other process or procedure to derive the source code of any software included in any part of the CRYPTOMATE Services, the CRYPTOMATE Account or the CRYPTOMATE Website.

25.6. You shall not issue any press release or make any public statement related to any part of the CRYPTOMATE Services, the CRYPTOMATE Account or the CRYPTOMATE Website, or except as expressly provided in these Terms, use the name, trademarks or logo of CRYPTOMATE or any of its affiliates in any form or manner (including in promotional material) without CRYPTOMATE's prior written consent thereto, or misrepresent CRYPTOMATE or any of its affiliates.

25.7. CRYPTOMATE may display third-party content, advertisements, links, promotions, logos and other materials on or through any part of the CRYPTOMATE Services, the CRYPTOMATE Account or the CRYPTOMATE Website (collectively, "**Third-Party Content**"). CRYPTOMATE does not control,

endorse, sponsor or adopt any Third-Party Content or any third parties referenced on the Services, and CRYPTOMATE makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. Your interactions with Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties, and CRYPTOMATE is not responsible or liable in any manner for such interactions or Third-Party Content. When you leave the CRYPTOMATE Account or the CRYPTOMATE Website and enter a third-party application or website, these Terms and the Policies will no longer be applicable.

26. **SEVERABILITY**

26.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

26.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

27. **APPLICABLE LAW AND JURISDICTION**

These Terms shall be subject to and construed in accordance with the laws of Lithuania and you hereby submit to the non-exclusive jurisdiction of the courts of Lithuania.

ANNEX 1

LIST OF ACCEPTED ASSETS

The list of the assets supported by CRYPTOMATE can be found here:

<https://prices.CRYPTOMATE.me/>

Please note that the list of Accepted Assets as set out above is subject to change from time to time by CRYPTOMATE at its sole and absolute discretion, with the agreement of the banking partners of CRYPTOMATE, as it related to our joint product offering, and any such change will be notified by CRYPTOMATE to you in advance (in writing or in any other form or manner).

ANNEX 2

As a general rule, CRYPTOMATE will not charge you any fees in addition to the quote or price you have to confirm. In all cases of transacting with us and before you confirm your transaction with CRYPTOMATE, you will have a full visibility of any and all fees, exchange rates and any other fees charged by CRYPTOMATE.

Whenever you initiate a blockchain transaction, depending on the blockchain, you may be requested to pay miners fees or gas fees or similar fees, related to the blockchain transactions. These fees are not charged by CRYPTOMATE, but rather assessed and charged directly on the blockchain and must be made visible to you and confirmed by you when you confirm your blockchain transaction.

Please also note that in certain cases your financial service provider, card issuer or other parties involved into the process of offering you payments or money transfer services, may charge you additional fees or commissions, and CRYPTOMATE cannot be aware or responsible for fees and commissions charged by these third parties.