

Terms and Conditions

This user agreement (“Agreement”) is between, as applicable, the CPay LLC s.r.o. entity or entities specified in the table below (“Cpay”, “we”, “us”, or “our”) and you, the individual (“you”). This Agreement applies to an individual’s use of the following Cpay products and services (“Services”) only:

- The CPay.team Website and any consumer mobile and desktop applications we may offer (“Site Services”);
- The ability to purchase, swap and sell Digital Assets through our On Ramp and Off Ramp products (“Ramps Services”);
- The ability to transfer Digital Assets between wallets.

For clarity, this Agreement does not apply to any of our other B2B products or services. You may not use any of the Services on behalf of a business entity. Please contact the CPay Sales Team for B2B products and services.

As with any asset, the value of Digital Assets can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. This Agreement outlines some of the potential risks of your use of the Services and Digital Assets.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

1. GENERAL. *This outlines who is bound by this Agreement and how.*

1. By accessing the Services, you agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and Cookie Policy (collectively, “Supplemental Agreements”). These additional agreements are incorporated by reference to this Agreement (meaning you also agree to them). For example, if you access the CPay.team website, create a CPay Account, buy or sell any Digital Assets, or use the Services in any other way, you are bound to this Agreement and the Supplement Agreements.
2. You will see a number of capitalized terms in this Agreement. These capitalized terms have already been defined or will be defined in the

sentence in which they are used or in Section 13 at the end of this Agreement

3. You affirm that you are at least 18 years of age and based in location that CPay serves. You further affirm you have the capacity to enter into this Agreement and are not prohibited from doing so by Applicable Law.
 4. We may change the terms of this Agreement and any Supplemental Agreement at any time without prior notice. Unless specifically indicated, otherwise, any changes will take effect immediately when you are notified or they are posted in one of our Services (such as our website or mobile or desktop applications, if applicable). Your continued use of the Services means you have read and accepted these changes.
 5. CPay may, as applicable, cause one or more of its affiliates to perform its obligations set forth herein.
2. ACCESSING THE SERVICES. *This outlines how you can access and use our Services.*
1. Subject to your continued compliance with this Agreement, we grant you a revocable, limited, non-exclusive, non-transferable license to access and use the Services. We may terminate this license at any time.
 2. In order to use some of the Services, you will need to satisfy an onboarding process, along with the terms of our Compliance Program.
 1. You may be required to provide certain information and documentation in line with laws and regulations applicable to you and to us (“Onboarding Information”). For example, we may request additional information to verify your identity or source of funds. We may request personally identifiable information such as network address, name, email, residence address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations.
 2. In providing the Onboarding Information, you represent and warrant to us that the Onboarding Information is accurate and complete and you agree to immediately update such Onboarding Information in the event of any changes to your Onboarding Information at any time during the onboarding process or while you use the Services.
 3. You shall comply with any request by us for any Onboarding Information or documents from you by no later than 14 days following the date of any such request (the “Onboarding Information Deadline”). You agree to update us of any changes to

the information that you have provided to us during your onboarding process by no later than 10 days from the date that you became aware of the relevant change. In the event that the requested Onboarding Information is not received by us by the Onboarding Information Deadline, we reserve the right to charge you an administration fee.

4. If you fail to provide us with the correct Onboarding Information, or keep your information updated, some Services may not be available to you.
3. We may provide you with credentials to access some of the Services, for example your CPay Account username. You are solely responsible for maintaining the security of your credentials. You agree that CPay will not be held responsible for any unauthorized access to the Services, or any harm or loss resulting from any unauthorized access.
4. We may use the Services to communicate with you, for example via our website or mobile applications. From time to time, we may also communicate with you using the email address or telephone number you provide us. By providing your email address and telephone number, you consent to us contacting you using those forms of communication.
5. Your use of any of the Services is subject to various laws, regulations, and rules of governmental or regulatory authorities applicable to you and our Services (“Applicable Law”). You agree to always comply with all Applicable Laws.
6. Fees and Payments
 1. CPay may charge a fee for your use of the Services or certain features of a particular Service. You agree to pay any fees associated with your use of any Service or specific features. We may modify these fees at any time.
 2. We may, at our discretion, use a third-party payment services provider to process your payments. Upon submitting an order, you may be directed away from the Services to a third-party website. In this event, you will be solely responsible for any actions taken on the third-party website and we shall not be liable in any way whatsoever for any damages, losses, or otherwise resulting in whole or in part from such website or provider. If you reverse a payment instruction initiated with your bank, payment services provider or equivalent or part of a transaction fails for any reason, you remain fully responsible for settling the balance and we may engage debt collectors to pursue any outstanding debt on our

behalf and you will be liable for all such costs, damages and any fines or fees which we or a third-party may assess

3. GENERAL ACCOUNT OBLIGATIONS. *We outline additional details regarding your use of the Services, including what you can and can't do with your CPay Account.*
 1. We may enable or disable any or all of the Services, your access to such Services or close your CPay Account. We may limit the number of CPay Accounts that you may create or maintain. We may also terminate or suspend any CPay Account that exceeds such limit, and liquidate, freeze or refund orders and funds associated with such CPay Account. We may limit use of a CPay Account to certain hardware devices and/or supported software and we do not guarantee that your CPay Account will be accessible through all manufacturers of electronic devices or software developers. Access to your CPay Account may also require certain hardware, software and security protocols, which could result in your inability to access your CPay Account.
 2. You may close your CPay Account at any time and for any reason and without prior notice, however, depending on the Services available to you, we may require you to take certain additional actions in order to complete a pending transaction or provide additional information prior to closing your CPay Account. You are solely responsible for any fees already incurred or associated with your CPay Account, including but not limited to, any fees from the closing of your CPay Account, whether incurred directly by you from CPay, or incurred by CPay on your behalf with a third party in order to complete any such action. Please note that closing your accounts may not result in the deletion of information we hold about you or your activity.
 3. You will be able to view certain details of your account history up to a specific period of time, as determined by CPay in our sole discretion and which may be subject to change at any time without prior notice.
 4. Depending on the Services used by you, CPay reserves the right, at our sole discretion, to create and maintain certain records of your activity and communications relating to your CPay Account.
 5. CPay may, from time-to-time, respond to requests from third parties, courts, law enforcement, regulators and policymakers by producing certain information about or relating to your use of the Services.
 6. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will close your CPay Account.
 7. We may terminate your CPay Account or this Agreement at any time.

4. PLACING ORDERS FOR DIGITAL ASSETS. *This outlines the process for placing orders for Digital Assets.*

1. Process for submitting orders

1. The parties agree that CPay is the merchant of record in connection with the purchase and sale of Digital Assets as described in this Agreement.
2. We may offer you the ability to submit offers to purchase and sell Digital Assets for fiat currency or other Digital Assets subject to the terms of this Agreement, including through our On Ramp and Off Ramp products. UNLESS OTHERWISE STATED IN THE SERVICES, OR AS SET FORTH HEREIN, WHEN YOU PURCHASE OR SELL DIGITAL ASSET USING YOUR CPAY ACCOUNT, YOU ARE PURCHASING OR SELLING DIRECTLY FROM CPAY.
3. You must carefully enter and review all of the order details prior to submitting an offer to purchase or sell Digital Assets, including the quantity and offered price. CPay may present you with pricing for your order. If you accept the pricing displayed, you can then accept and submit the order. If you do not accept the pricing displayed, you can choose not to proceed with the order. Once you submit your order, you are bound to the terms of that order. You may not cancel, reverse or change any order once it has been submitted. If an order for a swap fails for any reason, including if we have to requote a swap quote to you because of price volatility and you reject the requote, then there will be an automatic refund to you, minus any applicable network fees.
4. For orders to purchase Digital Assets, once the order is submitted by you, and accepted by CPay, CPay will execute a corresponding debit to your chosen payment method which is linked to your CPay Account ("Linked Payment Method"), which, for the avoidance of doubt, can include other Digital Asset wallets. For orders to sell Digital Assets, once the order is created and accepted and the Digital Assets to be sold are delivered to CPay, CPay will deposit the proceeds from the sale into your Linked Payment Method.
5. Only certain payment methods are able to be linked to your CPay Account. Please refer to our website for further information on acceptable payment methods.
6. CPay may impose a minimum holding period for any Digital Assets that you would like to buy or sell, which may last up to 7 business days. These minimum holding periods are necessary to enable us

to carry out fraud prevention measures, to ensure that the fiat currency leg of any given transaction has settled, and to perform other compliance related functions. If CPay cannot or does not complete the order for any reason (including, without limitation, suspected fraud, price movement, market latency, order size, or any other reason in CPay's sole discretion), CPay may reject the order and notify you of such rejection and you will not be charged for a rejected order.

7. Notwithstanding anything to the contrary, CPay may suspend, delay, redirect, or cancel any transaction (including an order submitted by you and accepted by CPay) at any time and for any reason. For example, and without limitation, we may do so if we suspect any risk of fraud, crime, breach of this Agreement, or illicit activity. If your payment is not successful, if your payment method has insufficient funds or if you reverse a payment made from funds in your bank account, you authorize CPay, in its sole discretion, to either cancel the transaction or to debit your other Linked Payment Methods in any amount necessary to complete the transaction on its original terms. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF) or similar fees charged by your financial services provider. We reserve the right to refuse to process or to cancel or reverse any transaction in our sole discretion, even after funds have been debited from your Linked Payment Method(s), if we suspect the transaction meets any criteria set forth in this Agreement. In such instances, CPay will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or under the same terms as the canceled transaction.
 8. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WE DO NOT GUARANTEE ANY ORDER YOU SUBMIT WILL BE EXECUTED OR EXECUTED AT ANY PARTICULAR TIME AND WE WILL NOT BE RESPONSIBLE WHATSOEVER FOR ANY DELAYS OR FOR ANY ORDERS THAT ARE NOT EXECUTED.
2. Limitations on Placing Orders. To submit offers to purchase or sell Digital Assets, you must first establish a CPay Account, which may require you to complete certain actions pursuant to our Compliance Program. Your access to a CPay Account, and the ability to submit orders for Digital Assets, may not be available in all markets and jurisdictions. We may

restrict or prohibit use of a CPay Account, including implementing transaction limits, in certain jurisdictions including Restricted Locations, in our sole discretion. We may also update these limitations at any time with or without notice to you.

3. Unauthorized Orders. You agree that you are solely responsible and liable for keeping your CPay Account safe and secure and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your identity, and username). You agree you are solely responsible for any access to and use of the Services and your CPay Accounts, notwithstanding that such access or use may have been effected without your knowledge, authority or consent. You are solely responsible for all orders that occur using your CPay Account, including any orders and completed transactions that were not authorized by you. When an order occurs using your CPay Account credentials, we will assume that you authorized such an order. You agree that CPay will not be liable to you for any unauthorized orders, completed transactions or loss or damage resulting from any unauthorized access to your CPay Account.
4. Fees
 1. CPay may charge fees for your use of the Services, including entering orders for Digital Assets. CPay reserves the right to adjust its pricing and fees and any applicable waivers at any time. A full list of the estimated CPay fees, which may vary on a per transaction basis, can be found on our Pricing and Fees Disclosures page here. If you are referred to us via a Partner Site, you may be charged an additional dynamic fee as part of the transaction. We will always notify you of the pricing and fees which apply to your transaction before you authorize the transaction and in each receipt we issue to you.
 2. You agree that CPay may debit fees for orders from the total cost of your order. We charge a dynamic network fee for all transactions, the amount of which is based on the relevant network conditions and thus varies from transaction to transaction; however, all network fees will be available to you prior to your acceptance of any order or transaction.
 3. Bank fees charged to CPay are netted out of transfers to or from CPay. You are responsible for paying any additional fees charged by your financial services provider. If your bank fees exceed the value of the transaction, we may reject the order.

5. Taxes. It is your responsibility to determine what, if any, taxes apply due to your use of CPay Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. CPay is not responsible for determining whether taxes apply to your Digital Assets transactions or for collecting, reporting, withholding or remitting any taxes arising from any Digital Assets transactions.
6. Third Party Wallets
 1. In order to use a CPay Account to enter orders to buy or sell Digital Assets, you may provide us with the address of one or more third-party provided digital currency wallets (a "Third Party Wallet"). You represent and warrant that you are the owner and controller of the wallet that you link to your account.
 2. By providing us with the address to send purchased Digital Assets, you represent and warrant that you own and control the Third Party Wallet. Because you control your Third Party Wallet, there is no way for us to help you if you lose control over your Third Party Wallet. It is your responsibility to keep your Third Party Wallet safe from both theft and inadvertent loss. As the owner of Digital Assets in your Third Party Wallet, you bear all risk of loss of such Digital Assets.
7. You are solely responsible for maintaining the security of your private keys and your Third Party Wallets (the "Wallets"). You acknowledge and agree, without prejudice to any other terms in this Agreement, that you bear all of the risk of any loss of access to your Wallets and any Digital Asset contained in your Wallets. CPay is not liable for fluctuations in the fiat currency value of Digital Assets in your Wallets. You are solely responsible for any and all transfer initiations that are initiated through such Wallets and we make no, and hereby disclaim all, representations, warranties, claims and assurances as to any transfer initiations. If you lose your keys to your Wallet, you may lose access to your Wallet and any Digital Assets contained in your Wallet.
5. GENERAL RISK FACTORS. *This outlines some of the risks with Digital Assets.*
 1. As with any asset, the value of Digital Assets can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should carefully consider whether buying, selling, trading or holding Digital Assets is suitable for you in light of your financial condition.
 2. You acknowledge that (a) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for you; (b) you are familiar with the operation of Digital Asset buying, selling

and trading, and have the experience required to use the Services; and (c) you assume all liability and responsibility for determining whether using the Services is legal in your jurisdiction and you agree to not use any of the Services if your use is illegal or otherwise prohibited or limited by any rule or regulation. Your use of the Services requires you to assume all attendant risks and CPay expressly disclaims any and all liability or responsibility for any such risks. In this Agreement, we list some of the potential risks of your use of the Services and Digital Assets but this list is not intended to cover all potential risks or otherwise be comprehensive and you acknowledge that you may be subject to and liable to significant other potential risks.

3. Hardware, software or connections required to interact with a Digital Assets network might fail or succumb to malware, unauthorized access or malicious attacks. Third parties may obtain unauthorized access to the Services, including, but not limited to, your public and private keys. CPay shall not be liable or responsible whatsoever for any communication failures, disruptions, errors, distortions or delays or other potential adverse events or adverse consequences you may experience when using the Services, however caused.
4. Unknown vulnerabilities in or unanticipated changes to the network protocol may cause losses to you or others. CPay has no control over any cryptocurrency network and shall not be liable or responsible whatsoever for any harm occurring as a result of the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions or other potential adverse events or adverse consequences you may experience.
5. When placing an order to buy or sell a Digital Asset, your order will be promptly executed at the price as offered by CPay. CPay does not make any representation, warranty or guarantee that the prices offered by CPay are fair market value, and may, at times, be materially higher or lower than prices available on other platforms or Digital Asset exchanges. The price you are offered by CPay may depend on the affiliate partner you purchase through and upon the size of your order. Additionally, the timing of transactions may be affected by matters in the blockchain and the application of the relevant protocols. CPay shall not be liable or responsible whatsoever for any such price differences or other potential adverse events or adverse consequences you may experience. Under certain market conditions you may find it difficult to liquidate a position. In

such circumstances, the market may not have sufficient demand to meet your request to execute such a transaction.

6. Digital Assets are not legal tender, are not backed by the government, and accounts and value balances.
7. Legislative, judicial and regulatory changes or actions at the country or international level may adversely affect the use, transfer, exchange, and value of Digital Assets. It is possible that in the future, certain laws, regulations, policies or rules relating to Digital Assets may be implemented, which would directly or indirectly affect or restrict your interaction with CPay and your ability to use, transfer or exchange Digital Assets.
8. Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Once you send Digital Assets to an address, you may lose access to your Digital Assets temporarily or indefinitely. For example, an address may have been entered incorrectly, or an address may belong to an entity that will not return your Digital Assets. Digital Assets mistakenly sent to an address that we do not control may not be recoverable.
9. The value of a Digital Asset may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset be materially adversely impacted or otherwise disappear.
10. There can be no assurance that a person who accepts a Digital Asset as payment today will continue to do so in the future.
11. The volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant losses over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable. The price (which can go up or down and even drop to zero) and liquidity of Digital Assets have been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
12. The nature of Digital Assets may result in an increased risk of fraud, theft, hack or cyber attack.
13. By using the Services, you agree that the data sources that maintain your accounts and any third parties that interact with your credentials or account data in connection with our service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with our services (including negligence), except to the extent such liability cannot be limited under Applicable Law.

14. Data sources make no warranties of any kind related to the data provided by our services, whether express, implied, statutory, or otherwise. No data provided by us is an official record of any of your accounts.
6. PROHIBITED USE. *This outlines some of the things you cannot use the Services for.*
 1. You may not use your CPay Account or any of the Services to engage in the following categories of activity ("Prohibited Use"):
 1. Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, regulation, or sanctions programs administered in the countries where CPay conducts business, including but not limited to the U.K. Office of Financial Sanctions Implementation ("OFSI"), or which would involve proceeds of any unlawful activity; publishing, distributing or disseminating any unlawful material or information.
 2. Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the CPay Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the CPay Site, other CPay Accounts, computer systems or networks connected to the CPay Site, through password mining or any other means; use CPay Account information of another party to access or use the CPay Site, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's CPay Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of CPay.
 3. Abuse Other Users: Interfere with another individual's or entity's access to or use of any CPay Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the CPay Site about others, including without limitation email addresses, without proper consent.
 4. Fraud: Activity which operates to defraud CPay, CPay users, or any other person; provide any false, inaccurate, or misleading information to CPay.

5. Unlawful Gambling: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance that are unlawful.
6. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of CPay intellectual property, name, or logo, including use of CPay trade or service marks, without express consent from CPay or in a manner that otherwise harms CPay or the CPay brand; any action that implies an untrue endorsement by or affiliation with CPay.
7. Forbidden Activity: Transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
8. Unacceptable Activity: Transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (g) involve currency exchanges or check cashing businesses, (h) involve certain credit repair, debt settlement

services, credit transactions or insurance activities, or (i) involve offering or receiving payments for the purpose of bribery or corruption.

7. REPRESENTATIONS AND WARRANTIES. *This outlines the representations you are making to us.*

1. You represent and warrant to us that you: (a) are not located in, under the control of, or a resident of any Restricted Location; and (b) will not use the Services if you are prohibited by any Applicable Law from doing so.
2. When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services. Without limiting the generality of the foregoing, you agree that you shall not:
 1. use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 2. use the Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;
 3. use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 4. use or attempt to use another person's CPay Account;
 5. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
 6. introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
 7. develop any third-party applications that interact with our Services without our prior written consent;
 8. provide false, inaccurate, or misleading information; or
 9. encourage or induce any other person to engage in any of the activities prohibited under this Agreement.
3. We endeavor to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not always be accurate or current. We cannot and provide no guarantee whatsoever to the timeliness, accuracy or completeness of any information (whether pricing, exchange rate or otherwise) provided in connection with any Digital Asset or your holding or trading of or in the

same. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility and you assume all liability for any such decisions or actions.

4. CPAY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY CPAY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (A) REGARDING THE CONTENTS OF THE SERVICES, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES, ANY HYPERLINKS TO THIRD PARTY WEBSITES, OR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SERVICES, OR ANY WEBSITE LINKED TO THE SERVICES (B) THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT CPAY MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT CPAY'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY, AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF CPAY OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.
8. INDEMNIFICATION AND LIMITATIONS OF LIABILITY. *This outlines the responsibility and liability between us.*
 1. You agree to indemnify and hold harmless CPay, its affiliates, subsidiaries, directors, managers, members, officers, employees, and other customers, from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or CPay Account in connection with: (a) use of the Services; (b) breach of this Agreement or any other agreement or policy; (c) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; (d) violation of any Applicable Law; or (e) violation of any rights of any other person or entity; provided however, that

you shall not indemnify CPay for claims or losses arising out of CPay's gross negligence or willful misconduct as determined by final order of a court of competent jurisdiction. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this Agreement.

2. Limitation of Liability

1. CPay shall not be liable to you or anyone else for any loss caused in whole or part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from the negligence of CPay or contingencies beyond its control in procuring, compiling, interpreting, computing, reporting, or delivering the Services thereon or the information therein. In no event will CPay be liable to you or anyone else for any decision made or action taken by you in reliance on, or in connection with your use of the Services or the information therein.
2. IN NO EVENT SHALL CPAY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF CPAY HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU BASED ON YOUR JURISDICTION OR THE GOVERNING LAW.
3. UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY DIGITAL ASSETS AS DAMAGES, OR SHALL YOU BE ENTITLED TO SPECIFIC PERFORMANCE OR ANY OTHER SIMILAR REMEDY. YOU AND WE AGREE THAT ANY CALCULATIONS OF DAMAGES BASED IN ANY WAY ON THE VALUE OF DIGITAL ASSETS SHALL BE BASED ON THE LOWEST VALUE OF THE DIGITAL ASSETS DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

4. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH VIRUSES, NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (B) THE CHANGE IN VALUE OF ANY CRYPTOCURRENCY; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE EVENT (INCLUDING BUT NOT LIMITED TO (I) ACTS OF GOD, NATURE, COURT OR GOVERNMENT; (II) FAILURE OR INTERRUPTION IN PUBLIC OR PRIVATE TELECOMMUNICATION NETWORKS, COMMUNICATION CHANNELS OR INFORMATION SYSTEMS; (III) ACTS OR OMISSIONS OF ACTS OF A PARTY FOR WHOM CPAY IS NOT RESPONSIBLE; (IV) DELAY, FAILURE, OR INTERRUPTION IN, OR UNAVAILABILITY OF, THIRD PARTY SERVICES AND SITES; (V) STRIKES, LOCK-OUTS, LABOUR DISPUTES, WARS, TERRORIST ACTS AND RIOTS; AND (VI) VIRUSES, MALWARES, OTHER MALICIOUS COMPUTER CODES OR THE HACKING OF CPAY'S SYSTEMS).
 5. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
 6. Any and all of our indemnities and warranties (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth in this Agreement. Nothing in this Agreement excludes or limits liability which may not be limited or excluded under Applicable Law.
9. GENERAL PROVISIONS. *This outlines general and miscellaneous terms that apply to your use of the Services.*
1. In connection with using the Services, you access or view content or services provided by third parties, including links to web pages and services of such parties ("Third Party Content"). We do not control, endorse or adopt any Third Party Content. We have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or

correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk.

2. Unless otherwise indicated by us, the Services and any other material or content provided by CPay, and all intellectual property rights therein, are the property of CPay or our licensors or suppliers. We do not give any implied license for the use of the contents of the Services. You accept and acknowledge that the material and content contained in or delivered by the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Services as set forth in this Agreement. Any rights not expressly granted in this Agreement to use the materials contained on or through the Services are reserved by CPay in full.
3. If you provide any suggestions, ideas, feedback, or recommendations to us regarding the Services ("Feedback"), we may use this Feedback for any purpose and without any obligation to you. By providing us with Feedback, you give us a worldwide, perpetual, irrevocable, transferable, sublicensable, fully-paid and royalty-free license to use and exploit in any manner any and all Feedback. By submitting Feedback, you waive any legal or other rights to the fullest extent permitted under law. In responding to Feedback, we shall use commercially reasonable efforts to supply email-based support services, but cannot guarantee immediate responses, especially during times of high volume.
4. While using our Services, you may obtain or otherwise become aware of Confidential Information about us. You may only use this Confidential Information as necessary to exercise your rights or perform your obligations in this Agreement. You agree to hold the Confidential Information in strict confidence, and to take reasonable steps to protect this Confidential Information from being accessed by unauthorized individuals, entities or other third-parties. You agree to not copy or reverse engineer, or remove any proprietary markings from any Confidential Information. You may share our Confidential Information with legal, governmental or regulatory authorities only if required by Applicable Law to do so, provided you will notify us of the request, if Applicable Law allows it.
5. A party's failure or delay to enforce, or partially enforce, any provision of this Agreement shall not be construed as a waiver of any rights.

6. In no event shall a party be considered in breach of this Agreement to the extent the party's obligations are prevented or delayed, directly or indirectly, by a Force Majeure Event, and the party's period of time for performance shall be extended until such event has ended.
 7. In the event that any provision of this Agreement is unenforceable under Applicable Law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.
 8. This Agreement shall be binding on your successors, heirs, personal representatives, and assignees. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent of CPay, which may be withheld at CPay's sole discretion. We may assign rights or delegate duties under this Agreement at our sole discretion.
 9. You and CPay are independent contractors for the purposes of this Agreement. Nothing in this Agreement shall create any partnership, joint venture, agency, or consultancy.
 10. This Agreement, along with the Supplemental Agreements, constitute the entire agreement among the parties with respect to the subject matter described in this Agreement and shall.
 11. For technical support requests only, you may submit a request via our Support tool at: support@cpay.team. For Law Enforcement requests please direct your official document to support@cpay.team. Please note, however, that all formal legal documents and claims must be formally and properly served on the correct CPay entity according to Applicable Law.
10. DISPUTE RESOLUTION. *This outlines how disputes are handled between us.* THIS SECTION 11 OF THIS AGREEMENT WILL BE REFERRED TO AS THE "ARBITRATION AGREEMENT." Please read this Section 11 carefully. It requires that any and all claims between you and CPay be resolved by binding arbitration or in small claims court and, to the extent permitted by applicable law, prevents you from pursuing a class action or similar proceeding in any forum. If you are outside Czech Republic, and attempt to bring a claim in one of those countries, arbitration is required for determination of the threshold issue of whether this Section 11 applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute

resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

1. **Scope of Arbitration Agreement.** This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. You agree that any dispute or claim arising out of or relating in any way to the subject matter of the Agreement, to your access or use of the Services, to any advertising or marketing communications regarding CPay or the Services, to any products or services sold or distributed through the Services that you received, or to any aspect of your relationship or transactions with CPay, will be resolved by binding arbitration, rather than in court, except as otherwise required by law or as otherwise provided in this Arbitration Agreement. In addition, to the extent permitted by applicable law, either you or CPay may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). Either you or CPay may also, to the extent permitted by applicable law, apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual. You may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.
2. **CASES HAVE BEEN FILED AGAINST CPAY—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.**
3. **IF YOU AGREE TO ARBITRATION WITH CPAY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST CPAY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.**
4. **Informal Resolution.** You and CPay agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and CPay therefore agree that, before either you or CPay demands or attempts to commence arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a

good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify CPay that you intend to initiate an informal dispute resolution conference, email support@cpay.team, providing your name, telephone number associated with your CPay account (if any), the email address associated with your CPay account, and a description of your claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

5. Arbitration Rules and Forum

This Arbitration Agreement is governed by the Czech Arbitration Act ("CAA") in all respects. If for whatever reason the rules and procedures of the CAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certify completion of the informal dispute resolution conference pursuant to Section 11.4.

11. E-SIGN DISCLOSURE AND CONSENT. *This outlines your agreement to electronically sign agreements.*

1. **Scope of Communications to Be Provided in Electronic Form.** You understand and agree that we may provide you with any or all of the following types of communications electronically: (a) legally required disclosures, notices and other communications associated with your access to or use of the Services, including, but not limited to information about fees or charges, and any and all legally required pre- and post-transaction disclosures; (b) customer service communications; (c) privacy policies and notices; (d) changes to this Agreement, (e) statements, information and records regarding your transactions; (f) information regarding the debiting or charging, as applicable of your selected payment method; (g) any and all legally required error resolution policies, and responses to claims filed in connection with your access to or use of the Services; (h) any other communications related to your access to and/or use of the Services, and (i) with your consent, marketing and other promotional communications (collectively, "Communications").
2. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.
3. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (i) via email, (ii) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (iii) to the extent permitted by law, on the CPay website or via email. You agree to promptly review all Communications sent to you, and that these are reasonable procedures for sending and receiving electronic communications.
4. **How to Update Your Records.** To receive electronic Communications, at the time that you first use the Services, you must provide us with a true, accurate and complete email address and your contact information, and you must promptly notify us of any changes to this information. You can update information (such as your email address) through the Site.
5. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have an electronic device that enables access to your email account or a commercially available Internet browser. You may wish to utilize a device that is capable of storing or printing the Communications for your records.
6. **Requesting Paper Copies.** If you have consented to receive electronic Communications, we will not send you a paper copy of any

Communication unless we deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You may obtain a paper copy of any legally-required Communications and or agreements. You may request such a paper copy by contacting us at support@cpay.team.

7. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by contacting us at support@cpay.team. Any withdrawal of your consent to receive electronic Communications will be effective only after we have received your request your request for withdrawal and have a reasonable period of time to process such request. In the meantime, you will continue to receive Communications in electronic form. By withdrawing your consent, you will no longer be able to use the Services. Withdrawing consent to receive marketing communications only does not preclude use of the Services, however. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected, and your previous electronic records will remain accessible for such period as is required under law and in a form that allows the record to be accurately reproduced to all persons who are entitled under law to access the record.
 8. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
12. DEFINITIONS. *This outlines some of the capitalized terms used in this Agreement.*
1. "Compliance Program" means the requirements set by CPay for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us.
 2. "Confidential Information" includes information about the our business, including product designs, product plans, software and technology, financial information, marketing plans, business opportunities, pricing information, discounts, inventions, and know-how, to the extent disclosed to you in connection with your use of the Services, and all other information that you knew, or reasonably should have known, was

Confidential Information. Confidential Information includes trade secrets as defined under applicable law (which includes the Uniform Trade Secrets Act). Confidential Information does not include information that: (a) is independently developed; (b) is or becomes public knowledge through no breach of this Agreement; or (c) is received from a third party under circumstances that do not create a reasonable suspicion that such information has been misappropriated or improperly disclosed.

3. "Digital Asset" means any digital asset, virtual asset and Digital Currency. Digital Asset does not include a derivative of a Digital Currency, or a security, as defined under Applicable Law.
4. "Force Majeure Event" means any event beyond the party's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.
5. "CPay Account" means an account in a customer's name kept by CPay for the benefit of such a customer for use in connection with the Services. For the avoidance of doubt, no CPay Account is associated with a Wallet unless on terms explicitly set out in this Agreement the Wallet is linked to one of the foregoing services.
6. "On Ramp" means the service offered by CPay whereby the customer is able to purchase Digital Assets with major fiat payment methods or swap for other Digital Assets, subject to sanctions, AML / CFT and anti-fraud controls. Once a customer "Buy Order" has been properly authorized, CPay delivers the purchased Digital Assets to the wallet address nominated by the customer, subject to internal controls.
7. "Off Ramp" means the service offered by CPay whereby the customer sells Digital Assets to CPay or swap for other Digital Assets, subject to sanctions, AML/CFT and anti-fraud controls. For a "Sell Order", once Digital Assets to be sold are received, CPay immediately converts the Digital Assets into the user's desired fiat currency and remits to their bank account, or to the desired Digital Asset, in the case of a swap.
8. "Restricted Location" means any country or territory not supported by CPay, in addition any sanctioned country according to the up-to-date lists of the US Office of Foreign Assets Control (OFAC), the United Nations, the European Union and any EU Member State, HM Treasury (UK) or equivalent authority.