

## 1. Purpose and Application

a. The purpose of these Terms of Use is to define the rights, obligations, and responsibilities of ATAIX Eurasia Ltd. (hereinafter referred to as "the Company" or "we," "us," and "our") and the User or "You" in relation to the Services. These Terms of Use or the User Agreement (as defined in Section 2 below) constitute a legal agreement between the User and the Company, and therefore, the User must carefully read and understand all the terms and conditions as they affect the User's legal rights when accessing the Company's Website or using the Services.

b. By registering to use an Account on [ataix.kz](http://ataix.kz) or any other websites, pages, as well as utilizing features or content owned or operated by the Company, including its mobile applications or third-party applications using the same APIs and related services (collectively referred to as "the Company's Website"), the User agrees that they have read, understood, and accepted all the provisions and conditions contained in the User Agreement (including these Terms of Use, Privacy Policy, and other documents, agreements that are expressly stated to be part of the User Agreement), which constitute the entire agreement between the User (as a subscriber, client, or user of the Services) and the Company (as the owner, operator, and/or provider of the Services). The User cannot choose which terms apply to them. If the User does not agree to any of the terms of the User Agreement, the User must restrict any access to the Company's Website and any Services offered by the Company and cease their further use.

c. The User must be aware and acknowledge that trading Digital Assets (hereinafter referred to as "DA") involves potential significant risks and losses, as does the storage of DAs. The handling of DAs is regulated by the Astana Financial Services Authority (hereinafter referred to as "AFSA") in accordance with Applicable legislation. Therefore, the Company requests the User to carefully consider whether trading DAs or storing them is suitable for them, taking into account their financial condition and personal circumstances.

## 2. Publication, Application, Amendments, and Additions

a. The Company must publish/post these Terms of Use, Privacy Policy, and any other documents regulating the terms and conditions of using the Services on the main page of the Company's Website, which is used to access the Services, in order to ensure convenient access to the Terms of Use and Privacy Policy for Users.

b. The Company reserves the right to make amendments, changes, or corrections to any provisions of the Terms of Use or Privacy Policy from time to time in accordance with Applicable legislation.

c. The Company is obligated to notify the User of any aforementioned amendments, changes, or corrections by publishing/posting a general notice through the Services on the Company's Website or by any other means determined by the Company. When publishing/posting the notice, the Company must indicate the date from which the updated provisions come into effect. Amendments, changes, or corrections come into effect within a reasonable period after the publication/posting of such notice. However, if such amendments, changes, or corrections, in the reasonable opinion of the Company, have a significant impact on Users or the Services, or if no date is indicated from which they come into effect, then such amendments, changes, or corrections come into effect ten (10) days after the publication of such notice ("Effective Date of Changes"). The updated User Agreement, or its separate components: Terms of Use, Privacy Policy will be published on the Services or through them (the "Last Updated" date will be displayed at the top of the corresponding document).

d. If the User disagrees with any proposed amendments, changes, or corrections, the User may express their objections before the Effective Date of Changes and cease using the Services. It is considered that a User who has not expressed objections to any proposed amendments, changes, or corrections has agreed to such amendments, corrections, or changes.

e. The continued use of the Services and the retention of access to the User's Account by the User on the Effective Date of Changes or after that date signifies the User's agreement to assume the legal obligations of the User Agreement with the incorporated amendments, changes, or corrections. Therefore, the User is obligated to (a) review the latest versions of each document comprising the User Agreement; (b) raise any objections to the use of the Services before or after the Effective Date if the User has any objections or concerns regarding any of the amendments.

f. In the event that the User does not agree with all or any of the proposed amendments, changes, or corrections, the Company reserves the right to suspend or terminate the use of any Services (even if the User does not exercise their right to terminate the provision of Services), and in this case, the User must cease using the Services and/or their Account.

### 3. Separate User Guide Or Other Documents

a. The Company may occasionally release a separate user guide, including frequently asked questions (see "Frequently Asked Questions") or any other documents in addition to these Terms of Use. Such documents, posted on the Company's Website, may include information about residents of countries subject to sanctions or specific prohibitions and who are not allowed access to the Service(s), as well as information about applicable service fees and taxes, including VAT (if applicable), any minimum transaction amount, and recommendations for using the Services.

b. The User is responsible for familiarizing themselves with the current versions of the Terms of Use and any other applicable documents, which may be subject to changes and additions from time to time.

### 4. Compliance of users with access requirements

a. All users can access certain public sections of [ataix.kz](http://ataix.kz). However, only registered users can access and use the Services. In order for an individual or legal entity wishing to become a User or client of the Company's Services ("Applicant") to use the Services, they must register an Account ("Account" or "User Account"). The registration application must be submitted on the condition that the Applicant provides the Company with information and documents confirming that the Applicant meets the following criteria:

- In compliance with the Company's requirements, the Applicant must complete the registration form provided by the Company, either online or by any other means notified by the Company to the Applicant.
  - To be eligible to use the Services, the Applicant must be at least 18 years old.
  - The Applicant must have legal capacity to enter into a contract.
  - The Applicant's right to access the Services also depends on the country in which the Applicant resides. Residents of countries subject to sanctions or prohibitions are not allowed to use the Services. Information about such countries can be found in the Company's internal regulatory documents on anti-money laundering and counter-terrorism financing.
  - In compliance with the Company's requirements, the Applicant must provide supporting documents that may be required by the Company to conduct the "Know Your Customer" (KYC) procedure, for processing and approving the application, for KYC procedures determined by the Company in accordance with the Company's internal policy.
  - The Applicant must not have any indications of involvement in money laundering or terrorist financing, as determined by the Company at its own discretion.
  - The Applicant confirms that the application is submitted on their behalf and that the User Account is used by the Applicant on their own behalf, and not as a representative of any third parties.
  - The Applicant has agreed to these Terms and Privacy Policy.
  - The Applicant must comply with any other criteria and procedures that the Company may establish from time to time in accordance with its internal policy or applicable legal requirements; and
  - The continued use of the Services by the User must be in accordance with the above access requirements, as applied with necessary modifications. The Company may, at its own discretion, refuse to open an Account for the Applicant.
- b. If the User is not an individual, the User must appoint Authorized Representatives to perform the functions of the primary point of contact with the Company (including providing instructions) and to access and manage the User Account on behalf of the User.
- c. The user agrees to provide the Company with information requested for identity verification and to detect potential money laundering, terrorism financing, fraud, or any other financial crime, and the Company is obligated to keep records of such information. The applicant/user must undergo certain verification procedures before being allowed to use or continue using the Services. Restrictions and limits that apply to the Services may change based on the information collected on an ongoing basis. The information requested by the Company will include the applicant/user's Personal Data, including, but not limited to, their full name, address, phone number, email address, country and date of birth or registration

(in the case of a legal entity), taxpayer identification number or individual taxpayer identification number, government identification number, and information about your bank account (e.g., bank name, bank address, account type, SWIFT address or any type of bank branch code, as well as account number) and similar personal information related to related persons, Authorized Representatives, and relevant beneficial owners (collectively referred to as "Related Third Parties" or "Related Parties"). By providing us with such Personal Data or any other required information, the applicant/user confirms that the information is current, valid, accurate, and not misleading.

d. The applicant/user agrees to inform the Company if any of the provided information changes. The Company is authorized to make inquiries, either directly or through third-party service providers, which are deemed necessary to verify the identity of the applicant/user and the Related Third Parties to protect all parties from fraud or other financial crimes, as well as to act as the Company reasonably deems necessary based on the results of such inquiries. When the Company performs these inquiries, the applicant/user acknowledges and recognizes that their Personal Data may be disclosed to and shared with third-party credit assessment agencies, fraud and financial crime prevention authorities, tax authorities, and that the aforementioned entities may use the user's Personal Data in their work. Additionally, the Company may require that you wait for a certain period of time after completing a transaction before allowing the user to access further Services and before allowing the user to make transactions above a certain volume or threshold limit.

e. To access the Company's website and Services, the user must have the necessary equipment (e.g., personal computer, smartphone, or tablet) and appropriate subscriptions to telecommunication services for internet access. Then access to the Services can be obtained directly through the Company's website.

f. During the registration process, the applicant must provide an email address and create a password. The Company offers 2-factor (two-factor) authentication using the user's mobile device (Short Message Service (SMS) or supported one-time password valid for a certain period of time (TOTP) application). Activating 2-factor authentication using SMS requires a verified phone number. The user is responsible for the security, maintenance, and control of the electronic devices used to access the Services. The user is solely responsible for securely storing the password and their own electronic devices, including taking all reasonable measures to prevent loss, theft, or misuse of the specified electronic devices, including taking measures to protect the specified electronic devices with a password. Failure to comply with such obligations may result in unauthorized access by third parties to the user's account and the loss or theft of any user assets, including supported Company assets and/or funds held in the user's Wallet balance, as well as the misuse of any linked accounts, including linked bank accounts and credit/debit cards. Users must constantly ensure the security of their data.

g. The use of the Services is subject to threshold limits or restricted transaction amounts, specified in tenge or any other acceptable Fiat currency, which may be set by the Company, according to the Company's bank accounts opened in authorized banks. To view the applicable limitations, the User can log into their Account. Transaction limits may vary depending on the User's payment method, verification stages completed by the User, and other factors. The Company reserves the right to change the applicable limits at its discretion. If you wish to increase your limits beyond the established amounts, you can submit a request to the Company's Customer Support.

h. The Company may require the User to provide additional information about themselves or their relevant third parties, as well as their business, assets, and organizational documents, and arrange meetings, if necessary, with the Company's staff and related third parties (this process is called "Enhanced Due Diligence"). The Company reserves the right to charge the Applicant/User expenses related to such Enhanced Due Diligence, although if the Company intends to do so, it will notify the User in advance. At its discretion, the Company may refuse to increase the User's limits or may reduce the User's limits in the future, even if Enhanced Due Diligence of the User or Related Third Parties has been conducted.

i. If the Company accepts the registration of the Applicant, the Company must notify the Applicant of this. An Applicant who has not received such notification should not attempt to use the Services through any other Accounts.

## 5. Changing User Information

a. The user can log in to the system and modify their Personal Data or information at any time using the prescribed procedures available on the Company's website or through it, or by contacting Customer Support, whose contact details are available through the Services or on the Company's website.

b. The Company shall not be liable for any losses incurred as a result of the user failing to notify the Company of such changes as indicated in the above paragraph.

## 6. User Account Management

- a. The Company may restrict the use of any User's name if it: (i) could lead to the leakage of Personal Data or user information; (ii) could lead others to mistakenly identify the User as another individual or entity; (iii) is deemed offensive, vulgar, indecent, or otherwise inappropriate; (iv) infringes upon the rights of third parties; (v) could lead others to mistakenly identify the User as the Company or its affiliates; or (vi) is deemed necessary by the Company.
- b. Each account opened by the Company is managed exclusively by the designated User and cannot be transferred to any other person. Only the User can log into the system using their account and fully utilize the Services. If the User is a legal entity, actions within the system (on the Platform) can be performed by their Authorized Representative.
- c. The User bears sole responsibility for registering, storing, managing, and protecting all the information necessary to access their account, including their username, passwords, and any other security credentials assigned to them or required to access and use the Services through their User account. This information should not be provided, assigned, transferred, sold, or otherwise disclosed to any third party (except as directed by the Authorized Representative), and the User shall be legally and financially liable for the actions and inactions of the Authorized Representative.
- d. The User is bound by obligations and bears sole responsibility for all actions or inactions of any individual using the Services through their User account, including their Authorized Representatives. The Company is not obligated to request or verify the authority or legal capacity of any person using or intending to use the Services through a User account. The Company reserves the right to rely on any instructions provided by any person who has gained access to or is using the User account, even if the login information was obtained fraudulently or the new instructions contradict the terms of any previous instructions given by the User. The Company considers a User who has successfully logged into an account or is using the Services through any User account to be the User of that account after the standard verification procedure has been applied and considers all transactions performed by the User to be valid.
- e. If the User becomes aware that the information used to access their User account has been lost, stolen, disclosed, used by a third party, or compromised in any other way, the User must immediately notify the Company's Customer Support and follow any instructions provided by the Company. The Company may take immediate action, including preventing login, suspending the User account, or deleting it, provided that the User will always be responsible for any actions taken using the User account prior to logging out, suspension, or termination of their participation in using the Services.
- f. The Company is not liable for any losses incurred by the User as a result of the loss, theft, improper management, negligent use, or disclosure of any information necessary to access the User's account, including, among other things, the disclosure of their User password or other security credentials.
- g. Each User agrees that they are solely responsible for ensuring that every Authorized Representative is aware of, complies with, and is bound by the provisions and conditions of this Section 6.

## 7. Data Protection

- a. Each User agrees that the Company, as operators and providers of the Services, may collect, use, disclose, and transfer any Personal Data provided by the User (including Personal Data of Related third parties of the User) in accordance with the Privacy Policy, which may be amended and supplemented periodically. Each User declares and warrants that they have familiarized themselves with the Privacy Policy and agree to its terms.
- b. Each User represents and warrants to the Company that the Related third parties and any other parties have provided their respective consent for the disclosure of their Personal Data, as well as for the use, processing, dissemination, and transfer of their Personal Data by the Company in accordance with the Privacy Policy. Furthermore, each User guarantees that any disclosure by them to the Company of any Personal Data relating to other individuals, apart from themselves, is (or will be) carried out in accordance with all applicable data protection and privacy laws of the relevant jurisdiction, and that such data will be accurate, up-to-date, and relevant. Each User shall indemnify the Company for any claims or Losses that the Company may incur in connection with the collection, use, processing, disclosure, or transfer by the Company of such Personal Data of third parties related to the respective User.

c. If the Company provides its Users with a new version of the Privacy Policy from time to time, Users must promptly review this notice and provide a copy of it to any natural person whose Personal Data Users have provided to the Company.

## 8. General Obligations of the Company

a. The Company makes all reasonable efforts to ensure the continuous and uninterrupted provision of the Services in accordance with the terms of the User Agreement.

b. The Company makes all economically reasonable efforts to implement reliable security systems designed to protect Users' Personal Data (including financial information and completed transactions) to ensure that Users' use of the Services takes place in a safe and secure environment.

c. The Company makes all economically reasonable efforts to address all legitimate complaints from Users in a fair and equitable manner.

## 9. User commitments

a. The User undertakes not to do any of the following:

- theft or attempted theft of information from any other User or individuals (including theft of usernames and passwords or using another User's username and password to gain access to any part of the Company's website to which they do not have rights);
- modify any Content that is posted or provided by the Company and authorized third parties, including falsifying or removing any links to authors, legal or other proper notices, as well as indications of ownership rights or labels of origin or source material that is uploaded or otherwise provided by Users;
- transmit information, including uploading, publishing, sending by email or otherwise transmitting any materials that are unlawful, immoral, indecent, or defamatory towards any person. The User does not have the right to transmit confidential information (such as internal information, trade secrets, proprietary and confidential information received or disclosed under non-disclosure obligations) on or through the Services or the Company's website, except for the information permitted by the Company;
- upload, publish, send by email or otherwise transmit any unwanted or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," invitations to participate in "pyramid schemes," or any other form of product/service imposition, except in areas that Users may designate for this purpose;
- infringe on the intellectual property rights of the Company, its Affiliates, and any third parties, including their trademarks, copyrights, or remove any trademarks, copyrights, or other notices of property rights from the company's website or any Content contained therein;
- engage in any acts, actions, or conduct that may damage the reputation of the Company, its Affiliates, or any third party, or disrupt any of their operations;
- disclose or publish indecent or violent messages, videos, audio, false facts, or any other information that harms public order and proper social customs on the Services or through them;
- duplicate or create any derivative works based on the Company's website or any Content contained therein or obtained through the Services, and the User agrees and acknowledges that any such derivative works do not constitute "fair use" of intellectual property;
- use the Company's website or Services, as well as any Content contained therein, for any public display, public performance, sale, or rental. The User agrees and acknowledges that any such use does not constitute "fair use";
- use the Services for unlawful or improper commercial purposes;
- act as an agent or nominee on behalf of any third party using the User's Account;



- access the Account and/or Services, generate or increase the number of views and clicks, submit a request to use the Services, or create server overload on the Company's server using automated means such as agent, script, web crawler, spyware, and toolbar or any other fraudulent methods without prior permission from the Company;

- attempt to upload any files, content, materials, or codes containing any virus: trojan horse, self-replicating viruses (worms), delayed-action virus bombs, cancel bots, corrupted files, or similar software, computer programs intended to damage, interfere, secretly intercept data, or appropriate any system, data, or personal information;

- disrupt, disable, burden, or otherwise hinder the availability or proper functioning of the Services, including, but not limited to, false attacks, backup, eavesdropping, hacking, denial-of-service attacks, reverse engineering, or reprogramming.

- bypass any encryption or other security measures used anywhere on the Company's website or in conjunction with the Services;

- collect data or otherwise gather Personal Data or other information related to the Account, as well as Confidential information of another User or third party, including email addresses or other personal information that allows the identification of an individual, use any tools for data analytics, bots, web scraping programs, or similar data collection and extraction tools on the Company's website or in conjunction with the Services;

- engage in any acts, actions, or conduct that are aimed at abusing market operating rules (or are considered as such) or that may create false or misleading representation of any active trading of any assets or market disturbance for manipulating the price of assets by fraudulent means, including using the Services to impersonate the Company or any other User;

- use any device, scheme, or trick to deceive, engage in any actions, practices, or conduct that act as fraud or deception or may act as fraud or deception towards any person, make any statements that are knowingly false in a material respect;

- engage in any acts, actions, or conduct that are aimed at manipulating (or are considered as such) the market of assets or prices of assets or that are carried out to induce any other person to trade assets by fraudulent or unfair means;

- disrupt the proper order of conducting transactions by methods of exerting undue influence over asset prices; or

- engage in any other illegal, fraudulent, deceptive, or manipulative actions, including the use of any meta tags, pay-per-click advertising, or any other "hidden text" using the Company's name or trademarks (as defined in Section 10 below). The User hereby agrees that any use of the Company's name or the Company's website, or the Company's trademarks, or any other trademarks owned by the Company, constitutes an infringement of the Company's trademark rights, and agrees to pay liquidated damages in the amount of 3,000,000 (three million) tenge for such infringement as a genuine pre-estimate of the losses and damages that the Company will suffer as a result of such infringement, additionally, the User shall be liable for any costs incurred in the recovery of this amount, including attorney's fees and all related expenses;

- do anything that may adversely affect the proper functioning of the Company's website, Services, as well as the reputation and prestige of the Company.

b. All Users must comply with Applicable Law, the User Agreement, and any matters that the Company has notified or informed them about in connection with the Services, and must not take any actions that disrupt the operation of the Company.

## **10. Intellectual Property Rights in relation to Publications**

a. By submitting, posting, or displaying any Publications or content on the Services or through them (where enabled by the Company), the User grants the Company a non-exclusive, royalty-free, worldwide license to:

- use, edit, store, copy, modify, disclose, adapt, reproduce, transmit, publicly perform, make available, and distribute such Publications or their content for the purpose of managing, enhancing, expanding, and promoting the Services, for developing any new service or feature;

- use such Publications or their materials to create, compile, or distribute derivative works;

- allow media outlets and mobile operators to report and broadcast the Publications or their content for the promotion or sale of the Services;

b. If the Company intends to use a User's Publication in a manner other than that prescribed above in section (a) of Section 10, it may obtain the User's prior consent by phone or email.

c. Even if the User Agreement is terminated by the User or the Company in accordance with Section 21, the license provided for in section (a) above shall remain in effect after the termination of the User Agreement.

## **11. Right to Use Publications**

a. The User, not the Company, is responsible for any Losses or other issues arising from the Company's use of User Publications in cases where the Company complies with the provisions of section 10.

b. The User shall indemnify the Company and its Affiliates for any Losses arising from any claims, lawsuits, or disputes brought by third parties against the Company or its Affiliates for unauthorized use of Publications or any infringement of any intellectual property rights of such third parties in connection with the publications.

## **12. Ownership of Intellectual Property Rights**

a. Names, images, logos, or any other trademarks ("Marks") identifying the Company or Related third parties, as well as their products and services, are protected by copyright. The rights to the Company's or its Affiliated entities' design and Marks, as well as any other relevant third-party Marks, are explicitly protected by the Company or its Affiliated entities or Related third parties. Nothing in the User Agreement should be construed implicitly, by legal presumption, or otherwise as granting any license or right to use any trademark, patent, design right, or copyright of the Company, its Affiliated entities, or any other third party without the prior written consent of the Company or the respective third party. The User is not authorized to use the Company's or its Affiliated entities' Marks or the Marks of any other third party in any way, including in any advertising or public information posting, or as a hyperlink, without the prior written consent of the Company.

b. All links to the Company's Website must include [ataix.kz](http://ataix.kz), similar or derivative use of the Company's name or websites, including the names of its Affiliated entities, and all logos associated with the Services or displayed on the Company's Website, are trademarks or registered trademarks of the Company or its licensors. Users may not copy, imitate, or use them without the prior written consent of the Company.

c. The Company, its Affiliated entities, and licensors own and retain all rights, title, and interest in relation to (a) the Company's Website, including all platforms, websites, and any other means used to provide the Services; (b) all equipment, software, and other items used to provide the Services; and (c) all materials, including, but not limited to, information, databases, data, documents, online graphics, audio, and video provided through the Services, which contain confidential information owned by the Company, protected under applicable intellectual property laws and other laws. Except as expressly permitted by the Company, the User shall not copy, modify, publish, transmit, distribute, use, display, or sell any confidential information owned by the Company. The User shall also not decompile, reverse engineer, or otherwise attempt to discover the source code of any content available on or through the Services, except under special circumstances expressly permitted by the Company in writing.

d. In the event that the User uploads any software, applications, or scripts on the Services or on the Company's Website or through them, the Company grants the User a non-exclusive, non-transferable, and non-sublicensable license to the software (collectively referred to as the "Software") solely for the purpose of using the Services in accordance with the User Agreement. For the avoidance of doubt, the Company does not transfer ownership rights or any other rights to the Software to the User. The User shall not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise interfere with the Software.

e. The User shall not imitate, copy, modify, decompile, disassemble, reverse engineer, distribute, transmit, reproduce, license, or create any derivative works, assign, transfer, or sell, in whole or in part, in any way, the Services or any Content, information, data, products, or services obtained through the Services or in connection with them ("Services Content"). Unauthorized use of the Services or Services Content may infringe upon the Company's or any third-party owner's intellectual property rights and may also be a violation of applicable law. The User has the right to retrieve and display the Service Content on any compatible device owned by the User and to retain a copy of the Service Content for record-keeping purposes, provided that the User preserves all accompanying intellectual property rights and other proprietary notices.

### **13. Provision of Services**

The following Sections (13, 14, 15, 16, 17) describe the Services of digital assets provided to the User:

a. The Company may offer one or more Services from time to time, and the offering of each Service is governed by Applicable Law.

b. A User Wallet, including multiple Fiat and Digital wallets with DA, i.e., a User Wallet with the Company that allows users to store, track, transfer, and manage balances of supported DAs.

c. The Platform Service for trading DAs, which allows you to obtain prices for buying and selling DAs ("Digital Asset Trading Facility"). Being a Digital Asset Trading Facility, the Company, unless otherwise specified, does not issue DAs. The Digital Asset Trading Platform simply provides its Users with a platform for convenient trading or exchanging Fiat funds and/or DAs with other Users.

d. Taking into account applicable network fees (gas fees), trading fees, and/or local jurisdiction taxes (if any), the DA Conversion Service allows you to buy and sell DAs, which essentially means that the User can exchange (convert) one type of DA to another, or buy DAs with Fiat funds by submitting and executing an Order at the best price from counterparty offers (Orders) of other Users, depending on the circumstances ("Conversion Services").

e. The Company makes every reasonable effort to make the Services available to Users 24 hours a day, 7 days a week, and regularly conducts maintenance and technical work (see Section 14(i) below).

f. The Company may suspend or terminate access to all Services or parts thereof to all or individual Users without prior notice if:

- The Company performs urgent technical maintenance, replacement, or inspection of information and communication equipment, including, among other things, any computer system that is connected to or used in connection with the Services;
- Any of the systems or devices necessary for the provision of the Services are suspended or terminated, including, among other things, any defects in any information and communication equipment, such as computer systems or communication lines;
- Any Force Majeure events occur;
- Mimble Wimble and other anonymizing services are used;
- Any of the Company's or its Affiliate's assets are stolen or lost as a result of hacking or any other means;
- The Company knows or suspects that any User ceases to be a User entitled to access in accordance with Section 5 or any User violates any terms of the User Agreement;
- If any of the events specified in points (a) and (b) of Section 21 occur;
- The Company conducts or intends to conduct an investigation into alleged malicious or unlawful use of any User's Account;
- It is required in accordance with Applicable Law or the Company's internal documents; or



- The Company otherwise determines, in its own absolute discretion, that the suspension or termination of all or part of the Services is necessary (including in cases where suspension or termination is required for operational, technical, or business needs of the Company).

g. The Company may suspend or terminate the provision of all or part of the Services with prior notice to Users and in accordance with the provisions of points (a) and (b) of Section 21 (such notice shall be provided in accordance with Section 21).

h. The Company may suspend or interrupt the provision of all or part of the Services to conduct regular checks or technical maintenance of systems from time to time. Unless impracticable, the Company shall announce in advance such planned checks or technical maintenance on the Services or through them. During this period, the use of Services or Accounts is suspended until the completion of the check or technical maintenance.

i. The Company shall not be liable for any Losses incurred by the User in connection with any measures, suspension, interruption, or termination taken by the Company in accordance with this Section.

## 14. Using The Service

a. One of the ways to conduct operations with DA is by transferring Fiat money by the User to the Company's designated bank account ("Company's Designated Bank Account"), at an authorized bank suitable for the Company, using one of the acceptable payment methods available on the Company's website, such as credit card, debit card, or bank transfer. Such Fiat funds are stored in the Company's Designated Bank Account, and the Company has the right and authority to transfer or withdraw such Fiat money from the Company's Designated Bank Account to another User who is a counterparty for the transaction entered into by the User. The Company keeps a record of the Fiat funds balance in the Company's Designated Bank Account for each User. Such records shall be deemed conclusive evidence, particularly in cases of fraud or clear error on the part of the Company. The User acknowledges that the Fiat money held in the Company's Designated Bank Account is held in separate client accounts of the Company in second-tier banks of the Republic of Kazakhstan and is not money held in trust for the benefit of the Users. The User agrees that they have no right to any interest accrued on the Fiat money they transfer to the Company's Designated Bank Account and waives all rights to such interest, acknowledging that the Company has no obligation to withhold or transfer such interest to the User. The User's Wallet in the Company will display the deposited Fiat funds as amounts in Fiat wallets and in the corresponding currency.

b. In addition to Fiat currency, the User can also perform operations with DA by transferring or depositing their own DA into the User's Digital Wallet, opened by the Company. After the transfer and successful receipt, the User's Digital Wallet will display the deposited CA, and if the User has also deposited Fiat funds into the Company's Designated Bank Account, the User's Wallet in the Company will display both DA and Fiat currency available in the respective User's Wallet.

c. The User must place an Order to buy or sell DA only in the manner established by the Company on its website.

d. When the User submits an Order to buy/sell or transact with CA, the User's Wallet in the Company must have a sufficient amount of the corresponding Fiat funds in the Company's Designated Bank Account or the corresponding DA in the User's Wallet to cover the Purchase/Sale Price (as specified in Section 17 below) or transaction amount, applicable fees, charges, and taxes, as required for the purchase of the corresponding DA (in the case of a Buy Order) or for the transfer of the corresponding DA (in the case of a Sell Order).

e. Before the User submits or confirms an Order, the Company will provide summary information, which includes the quantity and price of the DA that the User intends to purchase or sell, as well as network fees (distributed network fee), trading fees and/or transfer fees, and any value-added tax, if applicable. The User agrees that the Company's failure to provide this summary information or any confirmation of the Order does not affect the Order submitted by the User. However, the User may cancel or modify the submitted Order at any time prior to the execution of the Order. The purchase or sale of DA occurs at the moment of execution of the Order created by the User, by another User whose conditions regarding price and quantity of DA are satisfied. If the User places an Order to buy DA using Fiat currency on a non-working day or after 6:00 p.m. Astana time) on a working day, the Company may consider this Order as if it were received on the next working day. The completion of the transaction will also depend on the processing times set by the bank. The User agrees that they shall not have the right to revoke or modify the submitted Order after the Order has been executed, and all transactions carried out in execution of the Order shall be binding.

f. The purchase of DA can be made either by placing a corresponding order by the User and executing such order by another User willing to sell DA under the terms of that order, or by purchasing DA through the Market section. Similarly, the sale of DA can be made either by placing a corresponding order by the User and executing such order by another User willing to buy DA under the terms of that order, or by selling DA through the Market section.

g. The User has access to view the balance of their Wallet with the Company and transaction history in their Account on the Company's Website, including (i) the amount and value, i.e. the price of each DA involved in the transaction; (ii) the breakdown of any fees, charges (including any applicable VAT); and (iii) the date of debit or credit for each purchase of DA (as the case may be).

h. The User may instruct to transfer all or part of their balance, whether in Fiat funds or Digital assets, held in the User's Wallet with the Company, at any time by selecting the corresponding option on the Company's Website. Unless otherwise specified, the corresponding Fiat currency or DA will be transferred, net of applicable fees, charges, and VAT (if applicable), to the User's Designated bank account (to bank accounts as may be permitted under Applicable law from time to time) and owned by the User (opened in the User's name, the information of which has been provided to the Company). To avoid doubt, transfers to third-party bank accounts or from them (i.e., not in the name of the registered User) are strictly prohibited. Furthermore, any stated value reflected in Fiat currency but not converted into the corresponding Fiat currency due to the absence of the User's registered bank account with the Company cannot be withdrawn in the stated value of the Fiat currency. Such value stated in Fiat currency must be converted into DA in order for such amount to be withdrawn. In the case of transferring DA to the User's external wallet address, the Company may, at its discretion, require such external wallet address to be registered with the Company, verify it through blockchain, transaction monitoring tools, and provide evidence that it belongs to the respective User before executing the transfer, net of applicable fees, charges, and VAT (if applicable).

i. The User bears sole financial and legal responsibility for the accuracy of the bank account and external wallet address for DA that the Company may register for whitelisting, to which the User wishes to transfer Fiat currency or DA, as the case may be, and the Company shall not be liable for any losses incurred by the User as a result of the transfer of any Fiat currency to the bank account and/or DA to the external wallet address mistakenly provided by the User or otherwise as a result of the User's instructions. Notwithstanding any provision of this Agreement, the Company is not obliged to facilitate the transfer of any funds, whether in Fiat currency or DA, if it may result in a violation of Applicable law or if there are suspicions of money laundering or terrorism financing, as determined by the Company at its sole discretion.

j. Prior to withdrawing remaining funds, whether in Fiat currency or DA, from the User's Wallet with the Company, the Company may conduct additional checks to prevent fraud, money laundering, terrorism financing, and other financial crimes, including verification of the full legal name and identity of the User and the recipient or beneficiary of the User. If any issues arise as a result of such checks, this may lead to a delay or even impossibility of the User withdrawing their remaining funds.

k. The User agrees that neither the Company nor its Affiliated entities provide any recommendations, warranties, or forecasts regarding any DAs, their prices, and shall not be liable for any losses incurred by the User in trading DAs (including losses arising from any fluctuations in the prices of DAs).

l. If the purchase of DAs or the redemption of funds is initiated from the User's Wallet in the Company using the User's credentials, and if the Company has not been informed otherwise, it will be deemed that either the User initiated the instruction or authorized the transaction, and the Company will execute the requests and Orders accordingly.

m. If the User believes that they did not authorize a specific transaction or that a request or Order was executed incorrectly, the User must contact the Company's customer support as soon as possible and, in any case, no later than 30 calendar days after the relevant transaction is completed, using the prescribed form, via email or phone, as indicated on the Company's website. It is crucial for the User to regularly check the balance of their Wallet in the Company and transaction history to detect any unauthorized or incorrect transactions and promptly notify the Company's customer support. The Company shall not bear any material or legal responsibility for any claims related to unauthorized or incorrect transactions if the User fails to notify the Company in accordance with this section.

n. In the event of an unauthorized transaction and if the User timely notifies the Company's customer support to prevent the execution of an Order or any other transaction, the Company will take all possible actions to prevent the execution of such Order or transaction. If the User fails to timely notify the Company of the termination of a transaction, the Company shall not be liable for any consequences resulting from such transaction.

o. If the User fails to fulfill their obligations under this User Agreement fraudulently, intentionally, or due to negligence, the User shall be responsible for all Losses incurred by the User and the Company.

p. In the event of a dispute between the Company and the User regarding an unauthorized transaction, where the User provides compelling evidence and supporting documents, the Company may decide to refund the funds. If the Company determines, based on all relevant evidence, that the User did authorize the transaction, the responsibility and losses shall be borne by the User.

q. If a transaction is executed incorrectly due to an error or mistake by the Company, the Company will promptly reimburse the User for the amount of that transaction and restore the User's Wallet in the Company to the state it would have been in if the transaction had not occurred. The Company will also cover any expenses and any interest that the User can provide evidence of having to pay as a result of any incorrect or incomplete transaction.

r. Upon reasonable request initiated by the User, the Company will attempt to trace any incorrect or incomplete transaction free of charge. However, the Company cannot guarantee the successful tracing of such transactions.

s. The User may designate Associated Third Parties to access the User's Wallet in the Company. The User should be aware that by granting such access, the Associated Third Party may have access to transaction data and other User information and may initiate transactions through Orders or transfers from their Wallet in the Company.

t. The Company reserves the right to deny access to any Associated Third Parties for valid and substantiated reasons related to unauthorized or fraudulent access to the User's Wallet in the Company. In such cases, unless prohibited by Applicable Law, the Company will inform the User that access has been denied to the Associated Third Party and provide the reasons for such denial. The Company will only restore access after ensuring that the reasons for denying access no longer exist.

u. The User expressly consents to the Company accessing, processing, and storing any personal information provided by the User or Associated Third Parties for the provision of these Services. This consent is not linked to or affects any rights and obligations of the Company or the User under the following data protection laws and regulations. The User may revoke their consent for the Company to provide Services to the User at any time by closing their account with the Company. However, the Company may retain and continue processing the User's personal information for other purposes. Please refer to Section 27 on privacy below and the Company's Privacy Policy for further information on how we process the User's Personal Data and that of Associated Third Parties, as well as the rights the User has.

v. The User also agrees that neither the Company nor its Affiliated Entities guarantee the availability of any trading pairs of DAs or DA/Fiat currency in their Services. In the event of the suspension of any DA markets, the occurrence of force majeure circumstances, market volatility, lack of market makers or liquidity providers, or changes in market conditions determined by the Company at its sole and absolute discretion, or any changes or introductions in Applicable Law, the Company may, at its sole and absolute discretion and without prior notice to Users, take one of the following steps, and the Company shall not be liable for any Losses incurred by the User as a result of any such actions:

- Denial of access to the User's Account and use of the Services;
- Suspension of all transactions and operations within the User's Account and Services;
- Cancellation of any requests or Orders submitted by any User; or
- Settlement of any positions held by the User, regardless of whether such Order was submitted by the User.

## 15. Asset Custody Services

a. Depending on the chosen mechanism, the Company can act as a custodian for DA:

1) Company's custodial digital wallet: The Company is authorized to store the User's DAs in digital wallets developed by the Company itself and part of its infrastructure. The Company takes full responsibility for the security of DAs.



2) Third-party custody of DAs: The Company may utilize third-party services for storing Users' digital wallets and assumes full responsibility for the security of Users' digital assets, recognized as the custodian of DAs for Users.

b. The Company will process Orders and requests that the User submits through the Company's Website. The User is obliged to review all requests, Orders, and transaction information before submitting them through the Company's Website. The withdrawal of DAs, once transmitted on the corresponding network, cannot be reversed.

c. To initiate the withdrawal of DAs, the User must provide the address of an external wallet for the DAs.

d. The Company may levy network fees, any other trading and transfer fees, as well as taxes, including VAT where applicable, for processing the withdrawal of DAs on behalf of the User. The Company will determine network, trading, and transfer fees at its discretion, although the Company will always notify the User of network, trading, transfer fees, and applicable VAT (if any) at the moment or prior to the User authorizing or confirming the withdrawal of DAs.

e. The Company may refuse to process or cancel any pending request for the withdrawal of DAs if it deems it suspicious in terms of AML or CTF risks or in accordance with the requirements of Applicable Law or any court or other authority to which the Company is subject, in any jurisdiction.

f. Digital Asset services are only available in relation to specific DAs and Fiat currencies that the Company supports, and they may change from time to time. Under no circumstances should the User attempt to use the Company's Wallet for storing, sending, requesting, or receiving DAs that are not supported by the Company (although the Company will make reasonable efforts to assist the User in transferring or selling DAs that are not supported). The Company bears no responsibility or obligation in connection with the loss of DAs resulting from the User's attempt to use the Company's Wallet for operations with DAs that are not supported.

g. If the User has any questions about which Digital Assets (DAs) the Company currently supports, they can contact the Company's Customer Support Service or visit the Company's Website.

h. The Company will securely store the private keys of DAs, which are used by the User to securely authorize the withdrawal of DAs. The Company securely stores the private keys under its control, using a combination of online and offline storage.

i. Unless explicitly stated on the Company's Website or in other official public statements, the Company does not support metacoins, "colored coins," side chains, or other derivative, extended, or forked protocols, tokens, or coins that complement DAs (collectively referred to as "Extension Protocols"). The User should not use their Account or the Company's Wallet for attempting to obtain, request, send, store, or engage in any other type of transactions involving Extension Protocols. The Company's platform is not designed to reliably detect or support transactions involving Extension Protocols. The User acknowledges and agrees that the Company bears no responsibility in connection with the loss of DAs resulting from the User's attempt to use the Company's Wallet for operations with unsupported Extension Protocols.

j. The Company does not own or control the underlying software protocols that govern the operation of the DAs supported on the Company's platform. Typically, these underlying protocols have open-source code, and anyone can use, copy, modify, and distribute them. The Company bears no responsibility for the operation of the underlying protocols and cannot guarantee their functionality, security, or availability.

k. The User acknowledges and accepts the risk that the underlying software protocols related to any DAs stored in the User's Wallet on the Company may change.

l. In particular, the underlying protocols may undergo sudden rule changes ("Forks"), and such Forks may materially affect the value, function, and name of the DAs that the User holds in their Wallet with the Company. Where possible, the Company may provide the User with notices or warnings about Forks, and the User should review such notices or warnings to consider how to deal with upcoming Forks. However, the User is responsible for staying informed about upcoming Forks and deciding how to handle them. In the event of a Fork, there is a risk that the Company may need to temporarily suspend operations related to that Fork without notifying Users. The Company may, at its reasonable discretion, refuse to support one or both branches of the Fork.

m. Users acknowledge the risks associated with Forks and agree that the Company is not responsible for assisting Users in moving or selling the unsupported branch of a Forked protocol.



## 16. Digital Asset Trading Facility Service

a. The Digital Asset Trading Facility service allows users to buy DAs using the DAs available in the user's Wallet with the Company. Users can also purchase DAs using Fiat currency supported by the Company.

b. Conversely, when a user sells DAs, the user can choose to receive other DAs in their Wallet with the Company.

c. When a user sells DAs, the user can also choose to receive Fiat currency if the user has registered their designated bank account with the Company.

d. Users can acquire DAs using other forms of virtual or digital currencies or tokens that may be supported by the Company from time to time. In accordance with sections (a), (b), and (c) of section 17 above, users authorize the Company to deduct the corresponding DAs, Fiat currency, or other forms of virtual or digital currencies or tokens from the user's Wallet with the Company until the purchased DAs or Fiat currency are delivered to the user's Wallet with the Company or external DA address as soon as possible. Users may also sell DAs in exchange for other forms of virtual or digital currencies or tokens supported by the Company.

e. If the user's existing DAs or Fiat currency are insufficient to cover the entire order for the purchase/sale of DAs, the Company will not accept such order for execution.

f. If, at its absolute discretion, the Company decides that it cannot continue to provide access to a specific Digital Asset Trading Facility service for any reason, it will notify users of the termination of such service. All users who hold the respective Digital Asset will need to exchange it for other DAs or Fiat currency, as appropriate, prior to the cessation of the service. Otherwise, the Company will have the right to exchange it for other DAs on behalf of the respective user without any fault or liability for any losses.

g. Users can acquire supported DAs with Fiat currency by linking a valid payment method supported by the Company, such as a credit card, debit card, or bank account registered with the Company, to their Wallet with the Company. After that, users authorize the Company to debit funds using the selected payment method(s) chosen by the users to complete the purchase.

h. Users can sell DAs in exchange for Fiat currency. In such circumstances, the user authorizes the Company to deduct funds from the respective Wallet with the Company. If the user requests to have the received funds credited to their designated bank account registered with the Company or to another supported method of payment, the Company will initiate payment instructions in accordance with the procedures for Fiat currency withdrawals. The corresponding Fiat currency will be credited to the user's designated bank account only after the payment process has been completed at the bank or through the selected payment method after settlement of the transactions.

i. The availability of payment methods depends on the Applicable Law, the user's place of residence, the provided information for identification, conditions, checks, and restrictions imposed by third-party payment system operators, including relevant banks and financial institutions.

j. Each purchase or sale of DAs using DAs or Fiat currency may be subject to network fees, trading and transfer fees, banking commissions, and applicable taxes, including VAT (if applicable). Applicable fees and charges will be displayed on the Company's website when they are available for each transaction and will be indicated on all registered transactions. The Company reserves the right to introduce and may adjust applicable fees and charges at any time. The Company will not process a transaction if the applicable fees, charges, taxes, including VAT, collectively exceed the transaction's value. In this regard, users are responsible for considering tax payment issues in accordance with the legislation of their country of residence when using the Company's services, as well as in the case of earning income from transactions conducted using the Company's platform.

k. Each purchase or sale of Digital Assets using Fiat currency or other Digital Assets is matched with the price of the corresponding available pairs of Digital Assets or Fiat currencies, referred to as the "Exchange Rate" or price for that transaction. The Exchange Rate represents the price of the supported Digital Asset expressed in another Fiat currency or other Digital Assets, as indicated on the Company's website, in all applicable cases. The Exchange Rate is specified either as the "Buy Price" or "Sell Price," which represents the price at which users can buy or sell Digital Assets. The user agrees that the Exchange Rate for the Buy Price may differ from the Exchange Rate for the Sell Price at any given time. The user agrees to accept the Exchange Rate when the user confirms or approves the transaction. Exchange rates and other applicable fees, charges, including VAT (if applicable), will be displayed on the Company's website prior to transactions, when available and possible. The Company does not guarantee



that the user will be able to buy and sell their Digital Assets on the open market at any specific price or time.

l. By clicking the "Buy" or "Sell" button on the Company's website, the user authorizes the Company to create an Order at the specified Buy Price or Sell Price and agrees to any associated fees, charges, including VAT (if applicable). The user cannot cancel, reverse, or modify any transaction marked as "completed" or "pending execution." If the user's payment is unsuccessful or if there are insufficient funds in the selected payment method, the user authorizes the Company, at its sole discretion, to either cancel the transaction or deduct funds using alternative payment methods, including the balances in the user's corresponding Wallet, in any amount necessary to complete the transaction. The user is responsible for maintaining a sufficient balance to cover any initiated transactions.

m. The Company may engage one or more market makers (each referred to as an "MM"), who may be Affiliates of the Company or third-party MMs, to perform liquidity provider functions on the Digital Asset Trading Facility. The user understands and agrees that the Company may provide information about orders, Orders, and offers submitted by the user and other participants of the Digital Asset Trading Facility to market makers before placing such orders, Orders, and offers on the Digital Asset Trading Facility. MMs may, but are not obligated to, accept and execute such orders and offers from other users or participants of the Digital Asset Trading Facility (including users).

## 17. Questions regarding the use of the Service

a. The company may, at its discretion, reject requests or orders submitted through the services or limit the transaction amount or other transaction conditions with or without prior notice. For example, the company may limit the number of unfulfilled requests or orders placed through the services or transactions with users from certain regions.

b. The user may cancel their order until it has been executed.

c. The company reserves the right to cancel or invalidate executed orders if:

- The transaction occurred due to an error in the exchange rate or price and amount based on erroneous external information that was subsequently revoked or corrected.

- The transaction occurred as a result of an identifiable interruption or malfunction in the execution system or communication of the Digital Asset Trading Facility or company's website, resulting in the execution price differing from the average market level of all transactions during that day by more than 10%.

- The transaction occurred at a price caused by any of the above factors and deemed erroneous.

In accordance with section (c) of section 17 above, the company has the right to cancel all transactions for which settlements have been made, and in the case of fund withdrawals, the company will have the right to demand refunds from users, whether in fiat currency or digital assets.

d. Notwithstanding any provisions above, if the digital assets available for use in the user's wallet at the company or the fiat currency available in the fiat wallet does not correspond to the amount necessary to fulfill or settle an order submitted by the user, the company may cancel the order in its entirety or only execute a part equivalent to the amount of digital assets available in the user's wallet at the company or the user's fiat currency available for use in the fiat wallet.

e. The company may, at its discretion, provide or suspend the operation of any digital asset pairs or digital asset and fiat currency pairs ("Digital Asset Trading Facility"). If the company closes the Digital Asset Trading Facility, any remaining unfulfilled orders on the Digital Asset Trading Facility will be cancelled.

f. In accordance with applicable legislation and where practically feasible, the company shall make reasonable efforts to inform users in advance whether it will be delisting specific Digital Asset Trading Facilities. If a digital asset is excluded from the company's services and is no longer supported, the user must transfer all such digital assets stored in their wallet at the company to their external digital asset address (external digital asset wallet) within fourteen (14) days. The company shall not be liable for any losses arising from the removal of such digital assets.

## 18. The value of digital assets

a. The market data of the Company holds real value, and the User, accessing such data, agrees that the Company will not distribute, transmit, duplicate, publish, or otherwise provide access to such data, whether automated, manual, or by any other means, for the purpose of generating income or obtaining any benefit, whether direct or indirect. Any distribution, publication, or transmission of current information containing specific market data (including news) without the Company's consent is a material breach of this Agreement and a violation of the Company's property rights, for which it may seek appropriate legal remedies. The User agrees that the Company shall not be held responsible for any adverse consequences that the User may encounter. Any expenses incurred by the User in connection with any errors, failures, or interruptions in receiving current market data shall be borne by the User.

b. The User understands and agrees that due to technical and other limitations, the value of digital assets, virtual or digital currencies displayed on the Company's website, may be indicated with a delay and, therefore, may not reflect the current market value of such currencies. However, you agree that the values displayed on the Company's website and reflected in the User's Account will represent the values of your assets on the Company's website and its Services, including the Digital Asset Trading Facility.

## 19. Risk Factors

a. The company is not responsible for any Losses incurred by the User as a result of using the Services, or for the User's misunderstanding of the nature of the Target Audience and the associated risks, related to virtual or digital assets or the Digital Asset Trading Facility. Everything that the Company provides to the User is primarily a method through which the User can exchange, sell, and store target audience with Fiat currency and/or other target audiences, and the Company does not provide any representations or warranties regarding the value, stability, or legality of any target audience, digital or virtual currencies.

b. The Company is licensed, authorized, registered, approved, and regulated by AFSA and other relevant regulatory authorities.

c. The User acknowledges the following risks associated with the use of the Company's Website and Services:

- The risk of losses in trading digital assets, virtual or digital currencies, or tokens such as bitcoins and other target audiences can be significant, and losses can occur suddenly and swiftly.
- The price and liquidity of target audience have already experienced significant fluctuations in the past and may be subject to substantial volatility in the future.
- Target audience and other virtual or digital currencies are not legal tender, and account balances and funds are not covered or protected by any insurance scheme or investor protection system.
- Legislative and regulatory changes or actions by authorities at the state, regional, or international level may have a negative impact on the use, transfer, exchange, and value of target audience and other virtual or digital currencies.
- Transactions involving Digital Assets and other virtual or digital currencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions are not reimbursable.
- Some transactions involving Digital Assets and other virtual or digital currencies are considered completed on the date when the transaction is recorded in the public register, even if it differs from the date or time when the User initiates the transactions.
- The value of target audience and other virtual or digital currencies depends on the constant willingness of market participants to exchange Fiat currency for target audience or other virtual or digital currencies, which may lead to potential irrecoverable and complete losses of value for certain target audience and other virtual or digital currencies in the event of the disappearance of the market for such target audience and other virtual or digital currencies.
- There is no guarantee that an entity accepting target audience and other virtual or digital currency as payment today will continue to do so in the future.

- The origin of target audience and other virtual or digital currencies may increase the risks of fraud, cyber attacks, or hacking, and may also mean that technological difficulties faced by the Company may hinder Users from accessing target audience, other virtual or digital currencies, and using them.

- The aggregate balance in any User's Accounts and/or Wallets with the Company may be insufficient to cover all losses incurred by the User.

d. The User confirms and acknowledges that the User is solely responsible for determining the origin, potential value, suitability, and appropriateness of these risks for themselves, and that the Company does not provide advice or recommendations regarding target audience and other virtual or digital currencies, including the suitability and appropriateness of investment strategies for target audience and other virtual or digital currencies. The User acknowledges and agrees that the use of the Company's Services and Website is at their own peril and risk.

e. The brief description in this Section does not disclose all the risks associated with trading, investing, and storing target audience and other virtual or digital currencies. Therefore, the User must carefully consider all the risks associated with trading target audience, investing and holding such target audience, and also determine whether operating with such target audience corresponds to the User's circumstances and financial position. The User should be aware that the possibility of a complete and irrecoverable loss of their funds held in the User's Account and Wallet with the Company is not excluded, and that under certain market conditions, the respective User may encounter difficulties or be unable to close positions.

## 20. Limits and Restrictions

a. Without prejudice to Section 6(d), the Company may restrict the User's access to the system (platform) or the User Account if it deems it appropriate, including, among other things, in any of the following circumstances:

- if the User repeatedly enters the password incorrectly;
- if the User's Account has been hacked, stolen, made public, used by a third party, or compromised in any other way, and if the Company has suspicions that such an event has occurred;
- if the User's Account is used for fraudulent or illegal activities, or if the Company suspects that such events may have occurred; or
- for any other reasons set forth in the Company's Policy and local acts and procedures.

b. The Company may restrict Users from depositing and withdrawing Fiat currency or Cryptocurrency if it deems it appropriate, including, among other things, in any of the following circumstances:

- if the User's name differs from the name of the owner of the Designated bank account;
- if the required and requested transfer information is incomplete or incorrect;
- if the Company needs to restrict or delay deposits and withdrawals in accordance with its Policy and local acts and procedures;
- if required by Applicable Law or the Company's Policy and local acts and procedures;
- if there are suspicions of any fraud, money laundering, or terrorism financing;

c. The Company may stipulate any other conditions and details regarding the limitation of Service usage in accordance with this Section during the registration, verification, and identification procedures ("onboarding").

d. If the Company restricts the use of Services in accordance with this Section or terminates the User Agreement, the Company, in accordance with Applicable Law or unless otherwise provided in other provisions of this User Agreement, shall notify the User in the manner prescribed in paragraphs (e) and (f) of Section 21 below.

e. The User may object to the limitation of Service usage in accordance with this Section in the manner prescribed by the Company. If the Company, in its sole and absolute discretion, deems such objection to be justified and that there are no longer any concerns leading to restriction or suspension, the Company may resume the use of Services.

f. The Company imposes restrictions on individuals using the Company's services in terms of investing in Cryptocurrencies. The Company does not allow such individuals to invest in Cryptocurrencies exceeding 1,000 (one thousand) US dollars during one calendar month and, correspondingly, exceeding 12,000 (twelve thousand) US dollars during one calendar year, if such individuals are unqualified investors.

g. If the aforementioned individuals intend to invest beyond the established limit, they must undergo testing to confirm their knowledge, experience (practice), and qualification in the field of high-risk investments, acknowledge the potential losses (money loss) associated with the realization of investment risks in Cryptocurrencies by signing an agreement waiving claims in case of receiving (registering) potential losses from investments in Cryptocurrencies, and provide supporting documents regarding the source of funds...

h. The Company imposes restrictions based on the assigned status or qualification of Users who will trade within the Company's limits.

## **21. Termination or Suspension of Account:**

a. The User may submit a request to terminate the User Agreement through the special information management menu available in the Services or by contacting the Company's customer support (contact details are provided on the Company's website) at any time, providing a notice fourteen (14) days prior to the submission of the request.

b. The Company has the exclusive and absolute right to decide:

(i) Whether to accept the Applicant's request for registration as a User;

(ii) Whether to suspend or terminate the User's membership, the User Agreement, the User Account, and/or the Wallet;

(iii) Whether to decline, block, cancel, or suspend a transaction confirmed or authorized by the User;

(iv) Whether to terminate the User's access to any or all of the Services.

Such a decision may take effect immediately or, when feasible, with reasonable notice if it is determined that any of the following events have occurred. The Company may, but is not obligated to, provide any reasons to the Applicant and User for rejecting the application, suspending or terminating the Account, transaction, and access to the Services. If, among other things:

- In the Company's reasonable opinion, it is required to do so in accordance with Applicable Law or a court order or another authority to which the Company is subject in any jurisdiction;

- There are reasonable suspicions that the User is engaging in actions that violate this User Agreement;

- There are concerns that a transaction is erroneous or regarding the security of the User's Account or Wallet in the Company;

- The Company suspects fraud, unlawful or unauthorized use of the Services for any business or commercial purposes prohibited by this User Agreement, including the use of prohibited software and interference with the operation of the Services, the use and distribution of materials infringing copyright laws and intellectual property, or unlawful data exchange, hacking, dissemination of malware, and blocking access to the Services in violation of relevant rules;

- The User is suspected of money laundering, terrorism financing, fraud, or any other financial crime;

- If the User's credit, debit card, designated bank account, or any other valid payment method associated with the User's Wallet in the Company is declined or blocked due to suspicious activities;

- It is known that the User's Account and Wallet in the Company are the subject of any pending litigation, investigation, or government inspection, and an increased risk of non-compliance with legal or regulatory requirements related to the User's actions is identified.

- The Company acknowledges that any actions taken by the User may be aimed at circumventing the Company's operational control and risk detection procedures related to the Services, for example: registering multiple Accounts, opening multiple User Wallets with the Company, abusing promotional campaigns periodically conducted by the Company.
- The Company is aware that the Applicant and User attempt to reapply for membership after the suspension or termination of their previous membership, using a fictitious name, the name of another person, or false identification.
- The Company discovers that the required information or supporting documents provided by the Applicant or User are false, misleading, inaccurate, incomplete, or incorrect, or the Applicant and User are unable to provide the necessary information or documents to the Company.
- The participation of a particular Applicant or User as a customer, or the provision of Services to the User, may harm public interests, contradict public order, customs, or in the event of force majeure circumstances.
- It is determined that the Applicant or User is under the age of 18 and lacks legal capacity to act or enter into any contracts.
- The Company is unable to verify the identity of the Applicant or User and the related third parties (i.e. their beneficial owners, authorized representatives, or affiliated persons) in accordance with the procedures defined by the Company, or if there are suspicions that the Applicant or User is involved in money laundering or terrorist financing.
- The Company realizes that the representations and warranties in Section 23 are untrue or cease to be true; or
- It is determined by the Company at its reasonable discretion.

c. The Company may also refuse to complete a transaction that the User has confirmed or authorized if there are insufficient funds in the User's Account or the Company's Wallet to cover the transaction and associated fees, including VAT (if applicable), at the time we receive notification of the transaction.

d. The User must ensure that they do not use the Services for transactions related to:

- Market price manipulation;
- Money laundering, terrorist financing, or the proliferation of weapons of mass destruction;
- Human trafficking;
- Any goods or services that are illegal or the promotion, offering, or marketing of which is illegal, or materials related to illegal, indecent, or pornographic content depicting children or minors in sexual poses, propaganda materials or symbols of unconstitutional organizations, glorifying war, or demeaning human dignity;
- Any goods or services that violate copyrights, intellectual property rights, or other rights of any person;
- Archaeological finds;
- Drugs, narcotics, or hallucinogens;
- Weapons of any kind;
- Services organizing illegal gambling;
- Ponzi schemes or financial pyramids, or any other "get rich quick" schemes;



- Goods subject to any trade embargo;
- Mass media that harm minors and violate laws, particularly provisions on the protection of minors;
- Body parts or human remains;
- Protected animals or plants;
- Explosive materials; or
- Any other illegal goods, services, or transactions.

e. If the Company (i) refuses to complete the transaction; or (ii) suspends or closes the User's Account or Wallet; or (iii) terminates the User's use of the Services, then the Company (unless prohibited by Applicable Law) shall notify the User of such refusal, suspension, or closure, and the reasons for such refusal, suspension, or closure. If necessary, the Company will establish a procedure to correct any factual errors that led to the refusal, suspension, or closure. If the Company refuses to complete the transaction and suspends the User's Account or Wallet, the Company will cancel such suspension as soon as the reasons for the refusal and suspension are resolved. However, the Company is not obligated to resume the transaction at the same price or on the same terms as prior to the suspension, reversal, or cancellation of the transaction.

f. The Company may suspend, limit, or terminate the User's access to any part of the Services or all of the Services at once, deactivate or cancel the User's Account or Wallet in the Company without providing an explanation, by sending the User a reasonable notice, which may be appropriate under the circumstances, provided that in any case, the Company shall endeavor to provide as much advance notice as possible in accordance with its operations and Applicable Law. The User acknowledges that the Company's decision to take certain actions, including restricting access, suspending, or closing User accounts, may be based on confidential criteria necessary to comply with risk management protocols and ensure the Company's security. The User agrees that the Company is not obligated to disclose to the User the details of its risk management and security procedures.

g. Termination of the User Agreement does not cancel payment obligations or obligations regarding any other matters, undertakings, or conditions that have not yet been fulfilled or complied with by either party prior to termination.

h. After termination of the User Agreement, the User's obligations to the Company become due and payable automatically: in this case, the User must immediately settle all outstanding debts with the Company, and the User must immediately cease using the Account. If the User fails to pay the outstanding debt or fulfill obligations within fourteen (14) days after termination, the Company may debit the remaining funds in the User's Wallet or on their Designated Bank Account to settle the debt in its favor. The User grants the Company the power of attorney and authority to take any such actions to liquidate the User's remaining funds in the account for the aforementioned purposes.

i. The Company shall not be liable to the User for any losses incurred by the User as a result of the liquidation of the User's remaining funds in the account by the Company.

j. In any case, the Company reserves the right to require the User and/or any of its Affiliates to complete "Know Your Customer" procedures, anti-money laundering and counter-terrorism financing procedures (KYC, AML, and CFT), the requirements of which have been imposed prior to the User's authorization for transfer or withdrawal of Credit Balances, Fiat Currency, and tokens or other forms of virtual or digital currency that may be supported by the Company, forming the balance in the User's Wallet(s) in the Company.

k. In accordance with Applicable Legislation on document or record retention and its Privacy Policy, the Company deletes or destroys the User's information and Personal Data after termination of this Agreement or the expiration of a specific retention period for any document or record, as required by Applicable Legislation or the Company's Policy, whichever period expires later, except for data, the retention of which is required by Applicable Legislation.

l. Notwithstanding the general nature of Section 21, if the Company terminates the User Agreement in accordance with this Section 21, the Company may retain User information for a specified period of time to address and process any objections raised by the User, and upon expiration of such period, the Company must delete User information, except for transaction data related to the sale and purchase of

Credit Balances. Storage and deletion of data shall be carried out in accordance with Applicable Legislation and the Privacy Policy.

## **22. Notification to Users**

a. The company may send notifications to Users:

- by email to the last email address provided by the User to the Company. Such notification is valid upon receipt or deemed received when the Company sends the email (regardless of whether the User has read the email or not); or
- to the legal or home address of the User. Such notification is deemed received when the User or their representative acknowledges receipt, or within 3 working days, whichever occurs earlier; or
- by posting the notification in the news feed accessible through the Services, and such notification shall be effective from the date stated in the news feed.

## **23. Assurances and Guarantees**

a. Each User represents, undertakes, and warrants that:

- they have the capability, authority, and rights to enter into, exercise their rights, and fulfill their obligations under the User Agreement;
- if the User is a legal entity, it exists on legal grounds and is duly registered, established, or incorporated in accordance with the laws of the jurisdiction in which it is created or formed;
- all actions, conditions, and measures necessary to be taken will be performed and completed in order to: (i) enable the User to lawfully enter into, exercise their rights, fulfill and comply with their obligations under the User Agreement, and (ii) ensure that these obligations are valid, legally binding, and enforceable, subject to execution, acceptance, fulfillment, and completion;
- the User's obligations under the User Agreement are valid, binding, and enforceable;
- the User is solvent, able to pay their debts as they become due, and is a valid enterprise or not currently disqualified as a bankrupt;
- the User's entry into the User Agreement, exercise of their rights, and/or compliance with their obligations under the User Agreement do not violate and will not (i) violate any agreement to which the User is a party or, if applicable, any of the User's Related Third Parties or that is binding on any of the Users and their respective assets, or (ii) give rise to or require any of the Users to create any security interest in respect of such assets;
- the User has obtained all permissions, licenses, approvals, authorizations, preferences, registrations, and declarations issued by governmental or other relevant authorities that are required by the User, and they are valid and effective, and do not conflict with the execution or implementation of the User Agreement;
- any CAs, digital tokens, virtual and Fiat currencies, cash or other funds used to fulfill the User's payment obligations under the User Agreement or to transact with digital assets through the Services have been obtained from lawful sources and do not represent proceeds from drug trafficking, illegal acquisition (including any form of tax evasion), or any other punishable offense under Applicable Law.
- the User will not use and will not use the Services for financing any illegal or criminal activities (including terrorism financing);
- the User uses the Services (including trading Digital Assets) for their own Account and not on behalf of any other person (as an agent, broker, nominal holder, or otherwise);
- the User (and, if applicable, their Related Third Parties) is not listed in any of the lists that specify prohibited countries, territories, as well as individual legal and/or physical persons. The lists are maintained and updated by the U.S. Office of Foreign Assets Control (OFAC), the European Union

(consolidated list of physical persons and companies subject to sanctions), the United Nations, the International Financial Center "Astana," and the legislation of Kazakhstan, where appropriate; and

- all information provided or submitted by the User to the Company, including any additional confirmations or statements required by the Company as necessary, is correct, accurate, complete, and not misleading in any material respect.

b. The User must promptly notify the Company if they become aware that any of the representations in Section 23 have ceased to be true or accurate or have become misleading.

## 24. Disclaimers

a. Notwithstanding any provisions of this User Agreement, the User acknowledges and agrees that the Company, its Affiliates, and any of its respective directors, officers, employees, agents, contractors, suppliers, successors, and authorized agents shall not be liable to the User for any indirect, consequential, incidental, special, or punitive damages, as well as any direct or indirect loss of profits or investment losses, incurred by the User or any Related third parties, arising from contractual requirements, breaches of statutory obligations, or otherwise, under any circumstances or if such Losses arise from the inaction or omissions of other Users or in connection with such inaction or omissions.

b. Without prejudice to the general nature of the foregoing, Users acknowledge that any investments made through the Services and based on any information obtained through the Services, directly or indirectly provided by any other Users, may result in losses. The User bears full responsibility for their final decision and for such Losses, and the Company is not responsible for the accuracy, correctness, and legality of the information, materials, and facts posted by Users on its Services. The Company has no affiliation with the news, opinions, and materials published by Users on the Services, and the User publishing articles, as well as Users accessing such materials, bear full responsibility for any obligations arising in connection with the details of such publications. Each User is fully responsible for the course and resolution of any disputes with another User or third party regarding the use of any Service. The Company is not obliged to participate and is not responsible for any disputes arising between Users or between the User and any third party through the Services.

c. Notwithstanding any provisions of this Agreement, the Company shall not be liable for any losses: direct, indirect, consequential, incidental, special, or punitive, as well as any direct or indirect loss of profits or investment losses, incurred by the Users or any third parties, arising in connection with contractual obligations, torts, breaches of statutory obligations, or for any other reason, if such Losses are related to: trading, investing, or speculating with Digital Assets or as a result of the aforementioned activities, including, among other things, the following events: fluctuations in the prices of DAs, lack of liquidity of DAs or any Digital Asset Markets, due to the User's insufficient understanding of the nature, mechanisms, market operations, risks, and any other information related to DAs. The Company does not provide any recommendations on digital assets or any warranties or representations regarding the value, stability, or legality of DAs, and nothing in this Agreement or the Services should be construed as such.

d. Despite any provisions of this Agreement, the Company, its Affiliates or service providers, as well as any of its officers, directors, agents, employees, or representatives, shall not be liable for any Losses: direct, indirect, incidental, special, or punitive damages, or any direct or indirect loss of profits or investment losses incurred by the User or any third party based on a contractual claim under this User Agreement or in connection therewith, tort, breach of statutory duty, or otherwise, if such Losses arise in connection with or are related to:

- the occurrence of force majeure circumstances;
- unauthorized third-party access to the Company's server, disruption of the normal operation of other services, or the use of User information without permission;
- any failure or restriction of any Service that is inevitable and caused by the inherent properties of digital assets, such as defects or technical limitations in the system of issuance and management of digital assets;
- for any reason related to Users, including the loss or damage to the User's reputation or business reputation; any loss of business or opportunities, customers or contracts; any overhead loss or expense, management expenses, or other labor costs; or any other loss of income, actual or anticipated savings, even if the Company has been notified, or the Company has been informed or should have known of the possibility of such events;

- any inability to use hardware, software, or data due to any data damage; including, but not limited to, any losses or damages arising from inaccuracies, defects, omission of data on the prices of digital assets, any errors, delays in the transmission of such data, interruption of such data, or in connection therewith;
  - any inaccuracies contained in the information provided by the Company through the Services, if the information is obtained from third-party or external sources;
  - any failure or delay in receiving instructions or orders in connection with any failure by the User or any device or means used by the User to access the Services or the Account;
  - any delay when the content of User instructions is ambiguous, incomplete, or otherwise inaccurate;
  - any unauthorized use of the Services or the Account;
  - any action or inaction of communication operators, internet service providers, or any other service providers;
  - the exercise of any rights by the Company under the User Agreement, including any losses or damages that are not directly related to the Company's breach of this User Agreement; or
  - any losses or damages that exceed those directly caused by the Company's breach of this User Agreement (regardless of whether the User can prove such loss or damage);
  - the Company's reliance on information provided by Users;
  - the upcoming adoption or amendment of any applicable legislation related to digital assets, including any applicable tax obligations, as well as consumption tax;
  - the User's use of any websites or links available on or through the Services that are not controlled by the Company; or
  - any other termination, suspension, completion, unavailability, or change of any Services, the terms of which the User and the Company have already agreed upon in the User Agreement (including in Sections 4, 14, and 23);
  - transfers of digital assets or Fiat currency to the User's external digital asset addresses, designated bank accounts, or other accounts provided by the User, or any other transfers made in accordance with the User's instructions. Unless specifically provided for by applicable laws, the Company shall not be liable for the use of any Services offered free of charge;
  - any lost profits or loss of expected income or profit, including any loss of expected trading profit and any actual or hypothetical trading losses, even if the Company has been notified, has been aware, or should have known of such possibility. For example, if the User brings a claim in connection with the Company's failure to properly process a purchase or sale order, in this case, the User's claim for damages is limited to the value of the affected digital assets involved in the transaction. The User is not entitled to recover any "loss" of expected trading profit or any actual trading losses incurred as a result of refraining from buying or selling.
- e. The User agrees to indemnify the Company, its Affiliates or service providers, or any of its officers, directors, agents, joint venture partners, and corporate participation partners, their respective employees and representatives for any losses (including attorney's fees and any fines, fees, VAT or penalties imposed by any regulatory authority) arising from any claims, actions, or legal proceedings initiated by a third party, including any claims for damages or liabilities arising from User's unlawful actions or breach of this User Agreement while using the Services.
- f. Each User must, at their own risk and expense, investigate whether the use of any Service by the User violates any Applicable Laws applicable to the User, and the Company does not provide any recommendations or warranties that the User's use of any Service will comply with any Applicable Laws applicable to the User.
- g. Notwithstanding any provisions of this User Agreement, the Company provides the Services as a platform organization for trading digital assets and is not obliged to execute User's instructions. If User's instruction is not executed due to the cancellation or invalidity of any agreement or transaction, the



Company shall not be liable to the User for any Losses, regardless of whether such Losses are direct, indirect, consequential, incidental, special, or punitive (including, in each case, any lost profits or investment losses) incurred by the User or any third party, whether arising from contract, tort, breach of statutory duty, or otherwise.

h. The Company is only liable to Users for those losses that were clearly and explicitly foreseeable as a result of the Company's breach of this User Agreement, and the Company's liability in these circumstances is limited to the circumstances set out in this Section 24.

i. Neither the Company, its Affiliates or service providers, nor any of their respective officers, directors, agents, employees, or representatives shall be liable for any amount exceeding the aggregate value of the Digital Assets and/or Fiat Currency held in the User's Wallet with the Company at any given time. If a dispute relates to a specific claim regarding a specific transaction, this amount is further limited by the amount of the disputed transaction.

j. The limitation of liability in this Section depends on the laws of the local jurisdiction, including the Company's obligations to provide Services of satisfactory quality. Nothing in this User Agreement releases the Company from liability for such wrongful acts as fraud, intentional misrepresentation, intentional criminal acts, or if instances of gross negligence are identified, resulting in bodily harm or even death caused by the Company or a subcontractor.

k. The Services are provided on an "as-is" and "as-available" basis without any representations or warranties, express or implied, to the fullest extent permitted by Applicable Law. In particular, the Company disclaims any implied warranties regarding ownership, merchantability, fitness for a particular purpose, and non-infringement of any rights. The Company makes no representations or warranties regarding the continuous, uninterrupted, timely, or error-free access to the Company's Site, any Services, or any materials contained therein.

l. The Company makes no representations regarding the completeness and accuracy of historical data on asset prices available on the Company's website. The Company will make reasonable efforts to process requests for electronic debits and credits related to bank accounts, credit cards, fund transfers, or money transfers in a timely manner, but we do not provide any representations or warranties regarding the amount of time required to complete such processing, as it depends on many factors beyond the Company's control.

m. The Company is not liable for any damages or malfunctions caused by any computer viruses, spyware, malware, trojans, worms, or other harmful programs that may affect the operation of Users' computers or other equipment, as well as for any phishing, spoofing, or other attacks. The Company recommends using reliable and up-to-date software to scan for viruses and protect against malware. Users should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should exercise caution when verifying messages purportedly coming from the Company. The Company's customer support will never request screen sharing or attempt to gain access to a user's computer or account, nor will the Company request users to disclose their two-factor authentication codes. Always log into your Company account through the Company's website to review any transactions or required actions if you have any doubts about the authenticity of any message.

n. The Company is not liable for any breach of this Agreement if such breach is caused by extraordinary and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all subsequent actions. We are not responsible if the breach is related to the application of mandatory legal norms.

## **25. Amendments to the Terms**

a. The Company may modify the content of the Services or make operational or technical changes to the Services to ensure stability and continuity of service provision. The Company is not responsible for any losses incurred by the User in connection with such changes and amendments.

b. To the extent feasible, the Company shall provide advance notice of such changes and amendments, including their effective date. However, if the Company is unable to provide notification due to unforeseen circumstances, it may do so at a later time.

c. Users are deemed to have agreed to such amendments by continuing to use the Services during or after such changes.



## 26. Complaints and Dispute Resolution

- a. If the User has any feedback, questions, or complaints, they should be directed to the Company's Customer Support Service, as indicated on the Company's website, or by sending an email to the Company using the contact information available on the Company's website.
- b. Users will be asked to provide their name, address, and any other information that may be required by the Company to identify the relevant User, their company's account number, and the transaction for which the User has feedback, a question, or a complaint.
- c. In the case of a complaint, Users are invited to state the reason for their claim, how they would like the Company to resolve the complaint, and any other information they believe is relevant to the matter. The Company will acknowledge receipt of the complaint if the User contacts the Company's Customer Support Service. The Company's Customer Support Service (CSS) staff will review the User's complaint. The CSS will consider the complaint objectively and impartially based on the information provided by the User and any information provided by the Company. Within 15 working days from the receipt of the complaint, the CSS will address all the issues stated in the User's complaint by sending an email to the respective User ("Settlement Notification") in which the CSS: (i) will propose to settle the complaint in the manner requested by the User; (ii) will decide to reject the claim and explain the reasons for the rejection; or (iii) will propose an alternative solution to settle the User's complaint. In exceptional circumstances, if the CSS is unable to respond to the User's complaint within 15 working days due to reasons beyond the Company's control, the CSS will send a delayed response indicating the reasons for the delay. When providing a response to the complaint, the CSS will indicate the deadline by which the CSS will respond to the complaint (no later than 35 working days from the receipt of the claim by the Company).
- d. Any settlement offer made to the User will only be binding if the User accepts it. A settlement offer does not imply the Company's acknowledgment of any violations or liability regarding the subject of the complaint.
- e. Under certain circumstances, Users may have the option to submit unresolved complaints for resolution to an independent dispute resolution body, such as the AIFC Arbitration Court.

## 27. Confidentiality

- a. In this Section 27, "Confidential Information" refers to information related to technology, business, operations, financial matters, organization, or other matters of the party, provided or disclosed to the other party, or otherwise obtained by the party in written, oral form, through information carriers, or by other means in connection with the User Agreement or the Services. However, the following information is not considered confidential:
- The party has received information that was already publicly known or that was obtained without a breach of the User Agreement or any Applicable Law.
  - News that the party obtained lawfully without being subject to a confidentiality obligation from a third party authorized to provide or disclose information.
  - Information that the party independently developed without relying on Confidential Information.
  - Information for which the party has confirmed in writing that its confidentiality is not required.
- b. Each User must use Confidential Information solely for the purpose of using the Services and may not provide, disclose, or divulge the Company's Confidential Information to third parties without the Company's written consent.
- c. Notwithstanding the provisions of Section 27(b), each User may disclose Confidential Information pursuant to an order, request, or demand of law, court, or government agency. However, if a User receives such an order, request, or demand, they must promptly notify the Company.
- d. When the Company requests information from a User, that User must promptly and in accordance with the Company's instructions return or destroy (i) the Confidential Information, (ii) documents and other information carriers containing Confidential Information, and (iii) all copies of such documents and other information carriers.

e. The Company is obligated to treat all information related to the User, their Authorized Representatives, beneficial owners, Affiliated Persons, and User Account (including any Personal Data) as confidential, in accordance with Section 27(f).

f. Despite the provisions of Section (e) of Section 27, the Company has the right to disclose, and the User agrees to the Company's disclosure of information regarding the User, their Affiliated third parties, and the User's Account (including any Personal Data), as well as any other Confidential Information, as follows:

- when the information is disclosed to any directors, officers, employees, representatives, agents, or delegates of the Company; any of the Company's Affiliated Persons (including our shareholders or related corporations and any successors or assignees thereof), as well as their directors, officers, employees, representatives, agents, or delegates, professional consultants of the Company, legal counsel, consultants, and auditors;
- to a service provider(s) or contractor(s) that the Company may appoint from time to time to provide services to the Company in connection with the Services, and their directors, officers, employees, representatives, agents, or delegates;
- to any subcontractors that may be appointed by the Company's service providers, any other service providers or contractors to ensure the functioning of the Services, as well as their directors, officers, employees, representatives, agents, or delegates;
- to anyone who assumes or may assume in whole or in part the rights or obligations of the Company under the User Agreement (or any part thereof), or is transferred to any person whom the Company reasonably considers to be an Authorized Person of the User or Affiliated third parties, including their directors, officers, shareholders, partners (in the case of a partnership), or legal counsel of the User or other specialists;
- to any regulatory authorities in any jurisdiction, where necessary for the Company to comply with Applicable Laws, or when the Company reasonably believes that it should continue to comply with such at the request of any Regulatory Authority (regardless of the reason for such request and whether such requirement is made by court order or otherwise); and upon any consent provided by the User,
- provided that in the event of disclosure of information under any of the circumstances set forth in paragraphs (a) to (e) above, the Company shall ensure that the recipient of the information is subject to the same confidentiality obligation.

g. The User represents, warrants, and undertakes to the Company that their Authorized Persons, Affiliated third parties, and any other third parties whose Confidential Information has been provided to the Company by the User, have given their consent to the Company's receipt of their information and to the Company's disclosure of their information in accordance with this Section 27. The User shall indemnify the Company for any Losses that the Company may suffer (directly or indirectly) as a result of any claims or purported claims by the User's Authorized Persons, Affiliated third parties, or any other third parties in relation to the receipt, collection, use, or disclosure of their information by us in accordance with this Section 27.

h. The provisions of this Section 27 shall survive the termination of the User Agreement.

## **28. Final Provisions**

a. Nothing in the User Agreement shall be construed as creating a partnership between the parties. Nothing in the User Agreement is intended to represent one party as an agent of the other party, except as expressly provided in the User Agreement. Neither party shall have any authority or power to act on behalf of or in the interests of the other party or assume or accept any responsibility or obligation binding on the other party, except with the prior written consent of the other party.

b. The User shall ensure and provide such conditions under which any third party would continue to execute such other documents and comply with the terms that are reasonably necessary for the complete performance of all provisions of the User Agreement and transactions pursuant to this Agreement.

c. Users are granted a limited, non-exclusive, non-transferable license, subject to the terms of this User Agreement, to access and use the Company's website and related content solely for approved purposes in accordance with permissions periodically granted by the Company. Any other use of the Company's website or content is strictly prohibited, and all other rights, titles, and interests with respect to the



Company's website or content are the exclusive property of the Company and its licensors. Users agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale, create derivative works, or otherwise use any Content, in whole or in part.

d. While the Company intends to provide accurate and timely information on its website, the Company's website (including, among other things, content) may not always be entirely accurate, complete, or up-to-date and may also contain technical inaccuracies or typographical errors. In cases provided by Applicable Law, information may change or be updated from time to time without prior notice, including, among other things, information regarding the Company's policies, products, and services. Accordingly, users should verify all information before relying on it, and all decisions based on information contained on the Company's website are the sole responsibility of the user, and the Company is not liable for such decisions. Links to third-party materials (including, among other things, websites) may be provided for convenience but are not controlled by the Company. Users acknowledge and agree that the Company is not responsible for any aspect of information, content, or services contained in any third-party materials or on any third-party websites accessible through or linked to the Company's website.

e. In connection with the use of the Services and interaction of users with other users and third parties, users agree to comply with the Company's Policy regarding prohibited activities and other prohibitions.

f. The use of the Services and the Company's website is subject to the requirements of international export control and economic sanctions, including the Financial Action Task Force (FATF) Rules. By sending, receiving, buying, selling, exchanging, or storing cryptocurrencies and other digital currencies, tokens supported by the Company through the Services or the Company's website, users agree to comply with these requirements. Users are not allowed to acquire cryptocurrencies and other digital tokens supported by the Company or use any Services through the Company's website if: (1) users are located in a territory that is controlled by Cuba, Iran, North Korea, Sudan, Syria, or if they are citizens or residents of the aforementioned countries or any other country subject to United States embargoes, UN sanctions, or the UK Treasury's financial sanctions regime ("Sanctioned Country"), or if the user is a person included in the list of prohibited or sanctioned individuals; or (2) users intend to deliver any acquired or stored cryptocurrencies and such other digital currencies, tokens supported by the Company or Services to a Sanctioned Country (or to a citizen or resident of a Sanctioned Country) or to a person subject to sanctions.

g. If users obtain information about another user through the services, they must maintain the confidentiality of that information and use it only in connection with the services. Users may not disclose or distribute user data to third parties or use the information, except when reasonably necessary for transactional purposes and other legitimate functions related to it, such as contacting support, document verification, accounting, if the company does not obtain explicit consent from the other user whose data is being disclosed. Users may not send unwanted emails to other users through the services.

h. Users will need to create or provide security credentials, including a username and password, to use the services. Users are responsible for the security and integrity of the electronic device through which they access the services, and for maintaining proper security and control of any security data they use to access the services, including taking all reasonable measures to prevent loss, theft, or misuse of such electronic device and ensuring that such electronic device is encrypted and protected by a password. Any loss or compromise of a user's electronic device or security data may result in unauthorized access by third parties to the user's account and/or wallet in the company, and the loss or theft of any assets, digital currency supported by the company, and/or funds stored in the user's company account and any associated accounts, including linked bank accounts and credit cards. Users must constantly ensure the security of their security data. For example, users must not record such data or otherwise expose them to the risk of deconfidentialization.

i. If a user suspects that their account with the company and/or wallet, or any of their security data, has been compromised, or if they become aware of any fraud or attempted fraud or any other security incident (including cyber attacks) affecting the user and/or the company (collectively referred to as "Security Breach"), the user must promptly notify the company's customer support service by email using the contact details provided on the company's website, and continue to cooperate with the support service by providing accurate and up-to-date information throughout the Security Breach period. The user must take any steps that the company reasonably requires to mitigate, rectify, or prevent any Security Breach. The company, when making an appropriate decision on any matter, will take into account the user's failure to provide timely notification of the Security Breach.

j. Users are responsible for providing accurate email address and phone number information in their user account profile to receive any notifications or warnings that the company may send to users (including notifications or warnings about actual or suspected Security Breaches).

k. Users are responsible for determining whether any personal income taxes, including value-added taxes, apply to any transactions users conduct using the services, as well as for withholding, collecting, reporting, and remitting the correct amounts of taxes to the appropriate tax authorities. User transaction history is available through the account and wallet.

l. If the company owns assets, digital currency, and the company is unable to contact users and has no records of user's use of the services for several years, applicable law may require the company to report the assets, digital currency as unclaimed property to authorities in certain jurisdictions. The company will attempt to locate users using contact information, including the address listed in our records, but if the company is unable to do so, the company may be required to transfer any such assets or digital currency to authorities in certain jurisdictions as unclaimed property. The company reserves the right to deduct an inactivity fee or other administrative charges from such unclaimed funds, as provided by applicable law.

m. Users must not encumber their assets or digital currency stored in their account with the company and in their user wallet without obtaining prior written consent from the company.

n. If any provision of this User Agreement is deemed invalid or unenforceable under Applicable Law, it shall not affect the validity of any other provision.

o. The Company may not always strictly enforce its rights under this User Agreement. If the Company does not fully and forcefully exercise its rights at any given time, it does not mean that the Company is waiving its rights, does not imply that the Company will not fully exercise its rights in the future, and may only be a temporary measure.

p. All provisions of this User Agreement that by their nature continue to apply after the termination of this User Agreement, including, but not limited to, sections relating to suspension or termination, account cancellation, indebtedness to the Company, general use of the Company's Website, disputes with the Company, and general provisions, shall remain binding and effective after the expiration of this User Agreement. All disclaimers, damage waivers, and exclusions in the Agreement remain in effect after the termination of the User Agreement.

q. The User shall not have the right to assign or transfer any of its rights, assumed obligations, agreements, duties, financial, and contractual obligations under this Agreement, except with the written consent of the Company. The Company may assign or transfer any of the User's rights under this Agreement to any party without the User's consent, but subject to prior notice. This Agreement is entered into personally with the User, and the User may not assign or transfer its rights, licenses, interests, and obligations to anyone else. The Company may assign or transfer its rights, licenses, interests, or claims at any time, including in the context of a merger, acquisition, or other form of corporate reorganization involving the Company, provided that such assignment or transfer does not in any way materially affect the quality of the Services received by Users.

r. If any provision of the User Agreement or any part thereof becomes invalid, illegal, or unenforceable under any legislation in the jurisdiction to which it is subject, it shall be deemed invalid, illegal, or unenforceable without affecting the remaining provisions. For the avoidance of doubt, the remaining provisions and conditions of the User Agreement, including these Terms of Use, shall remain in effect and in full legal force, and this shall not affect the legality, validity, and enforceability of the entire User Agreement in any other jurisdiction.

s. This User Agreement, including these Terms of Use, shall be governed by the laws of the AIFC. Any dispute arising out of or in connection with the User Agreement or these Terms of Use between Users, Related Third Parties, or the Company, regarding their terms, existence, validity, or termination, shall be submitted for consideration and final resolution to an arbitration tribunal administered by the International Arbitration Centre of the AIFC ("AIFC") in accordance with the Arbitration Rules of the International Arbitration Centre of the AIFC ("AIFC Rules") currently in force, which are deemed to be incorporated into the Terms of Use by reference to this provision.

t. The place of arbitration shall be Nur-Sultan, Kazakhstan. The arbitral tribunal shall consist of three (3) arbitrators, with the User appointing one arbitrator and the Company appointing another. The two selected arbitrators shall jointly decide on the appointment of the third arbitrator. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrators shall be final and binding on the Parties.

u. These terms and conditions are written in Russian and also provided in Kazakh, English, and Chinese. In the event of any discrepancies between the different language versions, the version in Russian shall prevail.

## 29. Additional Disclosure

### Complaint Filing Procedure

Users and other individuals who are dissatisfied with the services and products offered by "ATAIX Eurasia Ltd." or its employees can file a complaint with the Astana Financial Services Authority ("AFSA"), the financial regulator of the Astana International Financial Centre.

To file a complaint with AFSA, please contact:

+7(7172) 64 72 60;

fintechlab@afsa.kz; or

Z05H0C9, Astana, Esil district, 21, Kabanbay Batyr street

### About Regulation

"ATAIX Eurasia Ltd." is authorized by the Astana International Financial Centre's financial regulator, the Astana Financial Services Authority ("AFSA"), to carry out activities related to the management of Digital Asset Trading Facility in the FinTech Lab test environment\* (the experimental legal regime of the Astana International Financial Centre) under license number AFSA-G-LA-2022-0002, valid until 31.12.2024. The status and validity of the license can be checked on the AFSA website ([www.afsa.kz](http://www.afsa.kz)).

\* FinTech Lab is a sandbox for regulatory compliance (experimental legal regime) that allows companies to provide financial services in a test environment with individual regulatory requirements set by AFSA, subject to specific licensing conditions, including transaction size and user limits. FinTech Lab was created by AFSA within the Astana International Financial Centre to promote innovation in the financial industry. It is expected that after the completion of testing in FinTech Lab, the Company will continue to provide services in accordance with applicable rules of the Astana International Financial Centre, but it is also possible that the Company may not continue to provide services in the Astana International Financial Centre or through it.

Considering that the firm offers services to users in the test environment of regulatory compliance and that risk is an inherent part of innovation, there is a possibility of investment loss and other losses associated with the use of the service.

### About Risk Acceptance

#### Risk Acknowledgment

By using the ATAIX Eurasia Ltd. website and accepting these Terms of Use, the User fully understands and acknowledges the inherent and potential risks associated with the purchase and sale of Digital Assets, including those conducted through the use of services provided by ATAIX Eurasia Ltd., operating in the FinTech Lab test regulatory system.

By signing these Terms of Use and accepting the terms of the User Agreement, the User confirms that they fully understand the potential risks, predictable or not, associated with trading, storing, and exchanging Digital Assets, and UNAMBIGUOUSLY AND UNCONDITIONALLY RELEASES FROM LIABILITY AND PERFORMANCE OBLIGATIONS, WAIVES CLAIMS, AND AGREES NOT TO FILE SUITS, UNDERTAKES TO INDEMNIFY THE ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, as well as the respective successors of all the aforementioned organizations and the Company, in relation to any possible claims, obligations, legal actions arising in connection with losses, expenses, direct or indirect, or otherwise related in any way to the activities, services, or products provided by ATAIX Eurasia Ltd.

The User may file a lawsuit against ATAIX Eurasia Ltd. for all claims, obligations, legal actions for compensation, damages, expenses arising from the activities of the Company or otherwise related in any way to the activities, services, or products provided by ATAIX Eurasia Ltd.

*Terms of Use from 07.08.2022 to 07.11.2024*