

§1 GENERAL PROVISIONS

1. These Terms of Use for the provision of services (hereinafter referred to as the Terms of Use) define the rules for the providing of services by electronic means by Axenor Holdings OÜ with its registered office in Estonia at the following address: Harju maakond, Tallinn, Kristiine linnaosa, Rahumäe tee 6b-67, Estonia, entered into the Estonian Companies Register under number 17426720 (hereinafter referred to as Crypto-Holdings or the Service Provider), which is the operator of the Crypto-Holdings Platform within the crypto-holdings.io website and subdomains, as well as the rules for using the Platform's functionalities.
2. The platform is a tokenization platform that enables in particular:
 - 2.1. connection to the User Wallet Platform referred to in § 2;
 - 2.2. viewing information about the project and the related utility token issued in blockchain technology (hereinafter: "Tokens");
 - 2.3. purchasing Tokens in accordance with the provisions of these Terms of Use and the information provided on the Platform, especially in Whitepaper;
 - 2.4. using other functionalities provided by the Service Provider within the Platform.
3. The Platform does not maintain payment accounts, bank accounts, cryptoasset wallets, or other forms of storing funds on behalf of the User. Tokens and other cryptoassets are stored by the User solely in their private wallet, which operates outside of the Platform.
4. Tokens offered through the Platform constitute cryptoassets within the meaning of MiCAR, designed as utility tokens, directly linked to a given project implemented by the Service Provider and to the Platform's internal infrastructure, and reflecting a given User's participation in a given project, as described on the Platform for a given Token. Tokens are not financial instruments, deposits, insurance products, or other products covered by a deposit guarantee scheme or investor compensation scheme.
5. Terms of Use specifies in particular:
 - 5.1. the type and scope of services provided electronically by the Service Provider,

- 5.2. technical conditions for using the Platform,
- 5.3. rules for using the Platform and connecting the Wallet to the Platform,
- 5.4. rules for purchasing and using Tokens,
- 5.5. rights and obligations of Users and the Service Provider,
- 5.6. principles of responsibility,
- 5.7. rules for submitting complaints,
- 5.8. rules processing data personal Users in connection with the Privacy Policy,
- 5.9. rules for changing the Terms of Use and terminating contracts.

6. The User within the meaning of the Terms of Use is:

- 6.1. consumer – a natural person who performs a legal act with the Service Provider that is not directly related to his/her business or professional activity (hereinafter collectively referred to as: "User" or "You").

7. The condition for using the Platform is:

- 7.1. reading the Terms of Use and Privacy Policy and accepting their provisions;
- 7.2. having a device with access to the Internet and an up-to-date version of a web browser.

8. The Service Provider provides the services specified in the Terms of Use in the territory of Estonia and, to the extent permitted by applicable law and the adopted regulatory risk policy, in the territory of other countries of the European Union or the European Economic Area, subject to any territorial restrictions.

9. Contact with the Service Provider, including in matters related to the operation of the Platform and the provision of services, is possible in particular through:

9.1. Correspondence address: Axenor Holdings OÜ, Harju County, Tallinn, Kristiine district, Rahumäe tee 6b-67, Estonia .

9.2. Email address: contact@crypto-holdings.io .

§ 2 DEFINITIONS

Whenever the Terms of Use refer to:

1. Agreement – this shall be understood as an agreement for the provision of services by electronic means concluded between the User and the Service Provider under the terms specified in the Terms of Use, as well as an agreement for the purchase of Tokens.
2. Blockchain / Blockchain Network – this means a distributed ledger network (DLT) on which Tokens are issued, stored and transferred, currently the BASE network, whereby the Service Provider may change or extend the list of supported networks in the future, which will be notified to Users on the Platform.
3. Business Day – means a day other than Saturday and Sunday, and a public holiday in Estonia.
4. Cash Funds – this means funds in fiat currency used by the User to pay for Tokens via external payment operators, in accordance with the information provided on the Platform.
5. Consumer – this shall be understood as a User who is a natural person concluding a legal transaction with the Service Provider that is not directly related to his or her business or professional activity, as well as, to the extent provided for by law, a natural person concluding a contract directly related to his or her business activity, when the content of this contract indicates that it is not of a professional nature for this person (so-called "entrepreneur with consumer rights").
6. Cryptoassets – this means a digital representation of value or right that can be transferred and stored using distributed ledger technology (DLT), in particular Tokens and cryptoassets used as a means of payment on the Platform (e.g. stablecoins).
7. Geo-blocking – this means limiting access to the Platform or certain services (e.g. the ability to purchase Tokens) for Users from specific countries or jurisdictions, resulting from legal provisions, regulatory requirements or the risk policy of the Service Provider.
8. KYC / AML – this means the User identification and verification procedures (Know Your Customer) and the procedures for counteracting money laundering and terrorism financing (Anti-Money Laundering / Counter Terrorist Financing), applied by the Service Provider in accordance with applicable law and the internal AML policy.
9. MiCAR - Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/193.
10. Payment Cryptoasset – this means a cryptoasset, in particular a stablecoin, used as a means of payment for Tokens or other services within the Platform, in accordance with the current information

presented on the Platform.

11. Platform – this shall be understood as the website operated by the Service Provider at the crypto-holdings.io domain address and all its subpages and functionalities integrated with them.
12. Privacy Policy – this means a separate document adopted by the Service Provider, specifying the principles of processing Users' personal data, available on the Platform.
13. Reference Property – this means a specific property or real estate project to which the economic function of a given Token is related, as described in detail on the Platform. Possession of a Token does not constitute the acquisition of an ownership interest in the Reference Property or corporate rights in the entity holding it.
14. Sanctions – means any sanctions, restrictive measures, embargoes, prohibitions or restrictions on trade, finance or economic matters (including those relating to the transfer of funds, the provision of funds or economic resources), imposed or administered by: (i) the United Nations (UN), (ii) the European Union (EU) and its Member States, (iii) **the Republic of Poland**, (iv) **the United States of America (in particular OFAC)**, (v) **the United Kingdom** (in particular OFSI) and (vi) other competent public authorities or bodies, to the extent that they are binding on the Service Provider or apply to the provision of the Services.
15. Smart Contract – this means a computer program (set of instructions) stored in the Blockchain network, automatically performing certain operations (in particular the issuance and distribution of Tokens) in accordance with its code and parameters defined by the Service Provider.
16. Token / Utility Token – this means a cryptoasset within the meaning of Regulation (EU) 2023/1114 (MiCAR), issued by the Service Provider in the technical standard appropriate for the BASE network (currently ERC-20), digitally representing specific utility rights related to the project described on the Platform, in accordance with the Whitepaper. The Token does not constitute a financial instrument, deposit, insurance product, or other product covered by a deposit guarantee scheme.
17. User/You – this means any natural person who uses the Platform to purchase Tokens or uses other functionalities of the Platform.
18. Wallet / User Wallet – this means a crypto-asset portfolio maintained outside the Website, in particular:
 - (1) a non-custodial wallet installed on the User's device or browser (e.g. MetaMask), or
 - (2) a smart wallet based on the account abstraction mechanism, linked to the User's account on an external service (e.g. Google, Discord, X, Facebook), enabling the storage and management of Tokens and other cryptoassets, compatible with the given Blockchain network, the Token technical standard and the Smart Contracts used.

The Service Provider does not have access to the private keys or seed phrases of the Wallet, does not store them, cannot recover them and does not have the technical ability to independently initiate transactions from the User's Wallet.

19. External Wallet – this means a crypto-asset wallet (non-custodial or custodial) maintained by the User or a third party (e.g. CEX/DEX exchange or wallet provider), enabling the storage and management of Tokens and other crypto-assets, compatible with a given Blockchain network, the Token technical standard and the Smart Contracts used.
20. Embedded Wallets - wallet provided by third-party technology providers, including MetaMask Embedded Wallets / Web3Auth. Embedded wallets allow users to create and use blockchain wallets without the need to install external browser extensions or manually manage private keys in the traditional manner. Embedded wallet functionality is provided by a third-party technology provider and may be subject to their own terms of service and privacy policies. The platform does not store the user's seed phrase or full private keys in a manner enabling independent access to user funds. The user is solely responsible for the security of their account, device, and any authentication methods used to access the embedded wallet. The platform does not guarantee the continuous availability of third-party services or compatibility with all blockchain networks, applications, or devices. Use of the embedded wallet does not imply the provision of custodial services, payment services, or the storage of digital assets on behalf of the user, unless otherwise expressly stated. Access to the wallet can be achieved via:
 - (1) email login,
 - (2) social login (Google, Apple, Discord itp.),
 - (3) Web3 authentication.
21. Whitepaper - a document duly notified and prepared in accordance with Article 6 of MiCAR, which relates to utility tokens offered publicly on the Platform.

3 SCOPE OF SERVICES

1. The Service Provider provides Users, via the Platform, in particular the following services electronically:
 - 1.1. providing access to the Platform and enabling the User to connect the Wallet to the Platform;
 - 1.2. presenting information about projects implemented by the Service Provider or its affiliated entities;
 - 1.3. enabling the User to become familiar with the information documents, including the notified Whitepaper;
 - 1.4. enabling the User to acquire Tokens and provide appropriate instructions to the Smart Contract or external payment service provider, in accordance with the rules set out in the Terms of Use and information presented on the Platform;
 - 1.5. providing the User with information about the status of Tokens held;
 - 1.6. other functionalities of the Platform, about which the Service Provider informs Users each time on the Platform.
2. The Service Provider reserves the right to:
 - 2.1. changes to the scope or functionality of the Platform, including adding new services or cancelling certain services,
 - 2.2. temporarily limiting the availability of certain functionalities due to technical work, implementation, regulatory changes or for security reasons, subject to the obligation to inform Users in a manner appropriate to the nature of the changes, if possible.
3. Tokens offered via the Platform:
 - 3.1. they constitute utility tokens – i.e. they provide the User with specific usage rights indicated in the Token Documentation and in the description of a given project on the Platform (e.g. access to specific functions, services, benefits, loyalty or social programs);
 - 3.2. they do not constitute financial instruments, deposits, insurance products or products covered by a deposit guarantee scheme or investor compensation scheme;
 - 3.3. they do not grant the User the right to dividends, profit shares, interest, capital participation, voting rights in company bodies or other rights typical of shares, stocks, investment fund units or other securities.
4. To the extent that the provisions of MiCAR or other regulations regarding cryptoassets apply to the Service Provider's operations and the Tokens offered, the Service Provider undertakes to comply with the resulting information and regulatory obligations. Detailed information may be provided to Users

on the Platform and in separate documents (e.g., Whitepapers).

5. The Service Provider will exercise due diligence to ensure that the design of the Tokens is consistent with the assumption that they are utility tokens within the meaning of applicable regulations, in particular MiCAR. However, the User acknowledges that:
 - 5.1. the relevant supervisory authorities or other bodies may classify Tokens differently under the law;
 - 5.2. In the event of a change in regulations or a different qualification of Tokens by a supervisory authority, the Service Provider may be obliged to change the operating model, modify or temporarily suspend the sale of Tokens, change the Terms of Use or Whitepaper, as well as implement additional requirements (e.g. limiting the group of buyers, introducing quota limits, additional information obligations).
6. By using the Platform, the User acknowledges that:
 - 6.1. information, materials, project descriptions, simulations, calculators and other content presented on the Platform are for informational or marketing purposes only and do not constitute investment, legal or tax advice;
 - 6.2. The Service Provider does not provide investment advice, portfolio management, financial instrument offering or brokerage services;
 - 6.3. all decisions on the purchase of Tokens are made independently by the User, at his own risk, after reading the Terms of Use and the Whitepaper.
7. The Platform does not constitute:
 - 7.1. a crowdfunding platform within the meaning of Regulation (EU) 2020/1503 or
 - 7.2. investment fund, alternative investment company, insurance product with an investment element or other regulated financial product, unless otherwise expressly stated in separate documents for a specific project or service.
8. The scope and availability of individual services may vary depending on:
 - 8.1. User's country of residence/registered office,
 - 8.2. User status
 - 8.3. result of KYC/AML procedures,
 - 8.4. regulatory or sanction restrictions.

Up-to-date information on any territorial restrictions, geoblocking or other limitations on the availability of services will be published on the Platform.

§ 4 ACCESS TO THE PLATFORM

1. Using the Platform's functionalities, in particular purchasing Tokens, requires the User to connect his/her Wallet to the Platform or use embedded wallets.
2. The Wallet is connected to the Platform in particular through:
 - 2.1. connecting an external crypto-asset wallet (e.g. MetaMask) compatible with the supported Blockchain network; or
 - 2.2. creating a Wallet based on the account abstraction mechanism, linked to the User's account on an external Platform (e.g. Google, Discord, X, Facebook), via the appropriate provider of this service.
3. The Wallet connection referred to in paragraph 2 is a means of authenticating the User on the Platform and identifying them for the purposes of providing the services specified in the Terms of Use. The Platform may additionally require the provision of selected identification data (e.g., first name, last name, country of residence) and contact details (e.g., email address), to the extent necessary to fulfill legal obligations and communicate with the User.
4. The terms of use of the Platform using embedded wallets are specified in the Embedded Wallet Terms.
5. The platform does not create a separate "user account" in the sense of an account or record of funds or cryptoassets. Tokens and other cryptoassets are assigned to a Wallet address on the Blockchain network.
6. The Platform may only be used by persons who:
 - 6.1. are over 18 years of age;
 - 6.2. have full legal capacity;
 - 6.3. are not located in jurisdictions subject to geo-blocking or restrictions indicated on the Platform;
 - 6.4. are not subject to sanctions, restrictions or prohibitions resulting from legal provisions, in particular in the field of AML/CFT and international sanctions.
7. The user undertakes to:
 - 7.1. providing only true, current and complete data on the Platform;
 - 7.2. not to conceal your identity and not to use other people's data without their authorization;
 - 7.3. not to use the Platform to circumvent restrictions set out in the Terms of Use or legal provisions.

8. The Service Provider may make the use of certain functionalities of the Platform, in particular the use of the Token acquisition function, conditional on:
 - 8.1. carrying out the User identity verification procedure (KYC);
 - 8.2. providing additional information or documents required by law or internal AML policy;
 - 8.3. positive risk assessment results in accordance with applicable AML/CFT regulations.
9. The User is obliged to keep confidential the data used to access the Wallet and not to consent to the use of the Wallet by unauthorized persons.
10. The User should immediately inform the Service Provider if he or she suspects that:
 - 10.1. an unauthorized person gained access to the Platform using his Wallet;
 - 10.2. there has been a security breach on the device on which the Wallet or Platform is used;
 - 10.3. received messages or communications impersonating the Service Provider, requesting passwords, seed phrases, private keys or other sensitive data.
11. Using the Platform requires an active internet connection and a device that meets the minimum technical requirements described on the Platform. Internet connection costs and other telecommunications costs are borne by the User in accordance with the agreement concluded with the operator.

§ 5 RULES FOR PURCHASING TOKENS

1. The purchase of Tokens via the Platform is only possible by Users who:
 - 1.1. they have connected their Wallet to the Platform in accordance with § 4 or use Embedded Wallets in accordance with the Embedded Wallets Terms,
 - 1.2. have met the requirements referred to in § 4 (in particular any KYC/AML requirements),
 - 1.3. are not subject to territorial restrictions (geoblocking) or other regulatory restrictions indicated on the Platform,
 - 1.4. have read the Terms of Use and the Whitepaper.
2. The conclusion of the Token purchase agreement takes place as a result of the User purchasing the Token via the Platform functionality (web interface and/or application), which initiates the execution of the appropriate technical mechanism, in particular a transaction carried out by a Smart Contract operating in the Blockchain network, leading to **transfer (distribution) of the Token** to the wallet address indicated by the User. The agreement is concluded implicitly, without the need to submit additional declarations of intent or maintain a separate form of agreement. The moment of its conclusion is the effective execution of a transaction in the Blockchain network, resulting in the assignment of the Token to the User's wallet.
3. Information about the public offering of Tokens is included in the Whitepaper.
4. Payment for Tokens can be made:
 - 4.1. in Cash – through external payment operators handling card payments, bank transfers or other payment methods indicated on the Platform, or
 - 4.2. in Payment Cryptoassets – in particular in stablecoin tokens supported by a given Blockchain network, in accordance with the current list of payment methods indicated each time on the Platform before concluding a transaction.
5. The Service Provider may change, expand, or limit the list of supported payment methods and Cryptoassets at any time, and will notify you of this through announcements published on the Platform. Such changes will not affect the validity of transactions already made.
6. In the case of payments made via external payment operators:

- 6.1. The User is subject to the Terms of Use and service policies of such operators,
 - 6.2. The Service Provider is not responsible for the proper operation of payment services, unless otherwise stipulated in mandatory provisions of law,
 - 6.3. Transfer of Tokens may be dependent on the Service Provider receiving confirmation of payment from the payment operator.
7. In the case of payments in Payment Cryptoassets, the User:
 - 7.1. is obliged to make a payment in the supported Blockchain network,
 - 7.2. is obliged to cover the transaction costs (gas fees) of a given blockchain network, unless otherwise indicated on the Platform,
 - 7.3. bears the risk of entering an incorrect recipient address or using an unsupported network – blockchain transactions are generally irreversible.
8. The Token purchase agreement is concluded upon:
 - 8.1. purchase of Tokens via the Platform and
 - 8.2. technical confirmation of the transaction by the system used, in particular:
 - a) confirmation by the payment operator of the payment made in Cash to the Service Provider or
 - b) confirmation of the transaction in the Blockchain network (recording of the transaction on the appropriate block) and triggering the effect in the form of distribution Tokens according to the Smart Contract code,
 - c) whichever event occurs later, unless the Platform expressly states a different moment of conclusion of the contract for a given offer.
9. If after purchasing the Tokens and making the payment it turns out that:
 - 9.1. the transaction in the Blockchain network has not been confirmed,
 - 9.2. the payment operator refused to process the payment,
 - 9.3. there are grounds to refuse the transaction for legal reasons (e.g. AML/CFT, sanctions),
 - 9.4. The Service Provider has the right not to conclude a Token purchase agreement and, to the extent technically and legally possible, to return

the received funds/assets, provided that:

- a) the refund may be made less unavoidable transaction costs (e.g. network fees, payment operator fees),
- b) detailed return policies may be specified on the Platform or in separate documents.

10. The Service Provider may introduce minimum and maximum limits:

- 10.1. value of a single transaction,
- 10.2. the number of Tokens purchased by one User,
- 10.3. total value of Tokens acquired in a given period (e.g. daily/annual),
due to technical, regulatory, AML/CFT, or risk management reasons.
Information about limits will be provided to the User on the Platform each time before concluding a transaction.

11. The Service Provider has the right to refuse the sale of Tokens or cancel it (before concluding the contract), in particular if:

- 11.1. The User does not meet the conditions specified in the Terms of Use,
- 11.2. there is a reasonable suspicion that the transaction may be related to money laundering, terrorism financing, sanctions violations or other violations of the law,
- 11.3. the transaction exceeds the applicable limits referred to in paragraph 10,
- 11.4. there was a technical failure, system error, security incident or other extraordinary circumstance that prevented or significantly hindered the proper execution of the transaction,
- 11.5. this results from the need to perform the obligations imposed on the Service Provider by law or the decision of the competent authority.

12. In the event of cancellation of the sale of Tokens by the Service Provider, the User – provided that the payment has already been made and its refund is possible – will receive a refund to the account from which the payment was made, in accordance with the principles set out in section 9 of this paragraph.

13. After successful acquisition of Tokens:

- 13.1. Tokens are distributed or assigned to the User's Wallet address in accordance with the User's instructions and the Platform configuration;

- 13.2. The User may check information about the number of purchased Tokens on the Platform, provided that the Platform provides such functionality (balance display);
 - 13.3. records in the Blockchain network are decisive for determining the number of Tokens assigned to a given Wallet address.
- 14. The User acknowledges that:
 - 14.1. Blockchain transactions are generally irreversible,
 - 14.2. incorrect indication of the Wallet address, use of an unsupported network or other incorrect transaction parameter may lead to permanent loss of Tokens or Payment Cryptoassets,
 - 14.3. The Service Provider, to the fullest extent permitted by law, shall not be liable for the consequences of such errors, unless they result from the Service Provider's culpable actions or omissions.
- 15. The provisions of this paragraph are without prejudice to the rights of Consumers resulting from mandatory provisions of law, in particular the right to withdraw from a distance contract and the right of withdrawal regulated in MiCAR, provided that the right of withdrawal is granted in given circumstances – which is regulated further in the Terms of Use.

§ 6 WALLETS, SECURITY AND ON-CHAIN TRANSACTIONS

1. The use of Tokens, in particular their purchase, storage and transfer, requires the User to have a compatible External Wallet.
2. The User may connect his/her own External Wallet to the Platform (in particular a non-custodial type, such as MetaMask, or a Wallet maintained by a CEX/DEX exchange), as long as it is compatible with the given Blockchain network and Token standard;
3. The Service Provider may provide a list of sample External Wallets compatible with a given Blockchain network on the Platform. This list is for informational purposes only and does not constitute a recommendation or investment or technical advice. The user independently decides on the selection of an External Wallet and assumes the associated risks.
4. The Service Provider does not, under any circumstances, hold or hold any Tokens of their purchasers in trust.
5. When using an External Wallet:
 - 5.1. The user retains full control over their private keys, seed phrase and devices on which the Wallet is installed;
 - 5.2. The Service Provider has no access to the User's private keys, does not store them and cannot recover them;
 - 5.3. loss of private keys, seed phrase or compromise of the Wallet (e.g. due to a phishing attack, malware, loss of device) may lead to permanent loss of access to the User's Tokens and other cryptoassets;
 - 5.4. The User undertakes not to disclose to third parties his/her private keys, seed phrases, passwords or other data enabling access to the Wallet.
6. The User acknowledges that:
 - 6.1. all transactions made in the Blockchain network are, in principle,

- irreversible; once they are recorded in a given block, it is not possible to "reverse" them in a manner analogous to a canceled bank transfer;
- 6.2. selecting an unsupported Blockchain network, incorrectly indicating the recipient's Wallet address, mistakes in the token standard or other transaction parameters may lead to the permanent loss of Payment Tokens or Cryptoassets;
 - 6.3. The Service Provider has no technical ability to independently correct an incorrectly sent on-chain transaction or to "recover" Tokens or other cryptoassets sent to an incorrect address.
7. To the fullest extent permitted by law, the Service Provider is not liable for:
- 7.1. the consequences of storing cryptoassets by the User with independent providers (e.g. exchanges, custodial wallet operators),
 - 7.2. the consequences of the User losing access to the External Wallet (in particular loss of private keys, seed phrase, passwords, access to the device),
 - 7.3. malfunctions, failures or security incidents on the part of external Wallets, exchanges, inter-chain bridges, payment operators or other third parties,
 - 7.4. irreversible loss of Tokens or other cryptoassets resulting from sending a transaction to an incorrect address or on an unsupported network, unless such errors result from the culpable action or omission of the Service Provider.
8. The User undertakes each time before confirming an on-chain transaction (in particular a payment in the Payment Cryptoasset or a transfer of Tokens):
- 8.1. check the correctness of the recipient's Wallet address,
 - 8.2. make sure you are transacting on the correct Blockchain network,
 - 8.3. verify whether a given type of crypto-asset is supported by the indicated Wallet and Platform,
 - 8.4. if possible, in order to exercise due caution: checking the accuracy of the transaction data at least three times before executing it.
9. If the Platform enables the deposit of Tokens or other cryptoassets to the User or their withdrawal to an External Wallet:
- 9.1. The Service Provider may introduce minimum deposit or withdrawal amounts and fees related to such operations, in particular to cover

transaction costs (gas fees) and technical support;

9.2. information about current limits and fees will be made available to the User on the Platform;

9.3. The Service Provider has the right to suspend, block or refuse to make a deposit or withdrawal of Tokens or other cryptoassets if:

- a) this is required by applicable law, in particular AML/CFT or sanctions regulations,
- b) there is a reasonable suspicion that the operation is related to illegal activity,
- c) the data or documents provided by the User are incomplete, untrue or raise reasonable doubts,
- d) it is necessary for technical or organizational security reasons (e.g. security incident, network failure, infrastructure attack).

10. The Service Provider may use on-chain transaction monitoring mechanisms and collaborate with third parties to fulfill AML/CFT, security, and fraud detection obligations. Data processing in this regard is conducted in accordance with the Privacy Policy and applicable law.

§ 7 USER RIGHTS AND OBLIGATIONS

1. The user has the right, in particular, to:
 - 1.1. use the Platform in accordance with the Terms of Use and other documents made available on the Platform, applicable legal provisions and functionalities made available by the Service Provider;
 - 1.2. read the information regarding the offered Tokens, in particular the Whitepaper, before making a decision to purchase the Tokens;
 - 1.3. purchase Tokens under the terms and conditions specified in the Whitepaper, Terms of Use and other documents posted on the Platform, taking into account applicable limits, KYC/AML requirements and territorial restrictions;
 - 1.4. obtaining information about the balance of Tokens held – to the extent that the Platform provides such functionality;
 - 1.5. submitting complaints and raising objections regarding the operation of the Platform and the Service Provider's services – in accordance with the provisions of the Terms of Use;
2. The User is obliged in particular to:
 - 2.1. use the Platform in a manner consistent with the law, good manners, the provisions of the Terms of Use and with respect for the rights and personal rights of other people;
 - 2.2. not taking any actions that could disrupt the operation of the Platform, the technical infrastructure of the Service Provider or cooperating entities (e.g. DDoS attacks, unauthorized access attempts, reverse engineering of security);
 - 2.3. not to use the Platform for illegal purposes, in particular money laundering, terrorism financing, circumvention of sanctions, fraud, deception or other abuses;
 - 2.4. providing only true, current and complete data when using the Platform, and updating it in the event of any changes;

2.5. cooperation with the Service Provider in the implementation of AML/KYC obligations, in particular through:

- a) providing required information and documents in a reliable and timely manner,
- b) providing explanations as to the nature and source of funds, if required by law or the Service Provider's AML policy;
- c) proper security of devices used to use the Platform;
- d) exercise particular caution when using External Wallets and when performing on-chain transactions, in particular by verifying addresses, Blockchain network, type of crypto-assets and transaction amounts;
- e) not presenting the information published on the Platform as a guarantee of profit, a promise of a specific rate of return or an individual investment recommendation;
- f) independently assess whether the acquisition of Tokens is appropriate for his/her financial situation, level of knowledge and risk appetite, and – if necessary – consult an independent advisor;
- g) compliance with territorial restrictions, geoblocking and other restrictions resulting from legal provisions or Terms of Use, including dependent "circumventing" these restrictions (e.g. by using VPN, falsifying data about the place of residence/registered office);
- h) independently fulfill tax obligations related to the acquisition, possession or sale of Tokens and other crypto-assets, in accordance with the legal provisions applicable to his tax residence.

3. The User acknowledges that:

- 3.1. all decisions on the purchase of Tokens are made at your own risk, after reading the Terms of Use, Whitepaper and other documents posted on the Platform;
- 3.2. lack of understanding of the principles of operation of crypto-assets, blockchain technology or the risks associated with it does not release the User from liability for the consequences of the decisions taken, provided that the User had the opportunity to become familiar with the relevant information;

- 3.3. Special caution is necessary especially when:
 - a) clicking on links received in e-mails, instant messaging, social media,
 - b) providing any login details, passwords, seed phrases and private keys.
4. The User undertakes not to undertake the following actions in connection with the use of the Platform and Tokens:
 - 4.1. sending unsolicited commercial information (spam) via the Platform's communication functions, if such functions are made available;
 - 4.2. attempting to circumvent the technical security measures of the Platform, Smart Contracts or the Service Provider's infrastructure;
 - 4.3. exploiting any errors or technical loopholes in the Platform, Smart Contracts or integration interfaces (so-called "bug exploitation") in a way that may lead to damage to the Service Provider or other Users;
 - 4.4. using the Platform on behalf of third parties in a manner that violates the law;
 - 4.5. actions that may damage the good name or reputation of the Service Provider by disseminating false information, unless they are protected by freedom of expression and honest criticism.
5. The User undertakes to immediately inform the Service Provider about:
 - 5.1. any observed irregularities in the operation of the Platform that may be significant for the safety of the User or other persons (e.g. suspicion of a security breach, incorrect settlement, data leak),
 - 5.2. any requests allegedly received from the Service Provider requiring the provision of passwords, seed phrases, private keys or other confidential data – if their authenticity is questionable.
6. The User acknowledges that some functionalities of the Platform may be made available only to specific categories of Users (e.g. after passing KYC, after achieving a certain status or level of involvement in the project), and their scope may change along with the development of the Platform, and in the event of changes in legal provisions or the Service Provider's risk policy.
7. Violation of the provisions of this paragraph by the User may result in:
 - 7.1. limitation of functionality, including blocking the ability to purchase Tokens,
 - 7.2. temporary blockade,
 - 7.3. termination of the contract with the User,

- 7.4. notifying the competent authorities if there is a suspicion of committing a crime or other serious violation of the law – with detailed rules in this respect specified in the paragraphs on AML/KYC, liability and termination of the contract.

§ 8 RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to:
 - 1.1. provide the services specified in the Terms of Use with due diligence, taking into account the professional nature of the business and the risks associated with blockchain technology;
 - 1.2. maintaining the Platform level in a way that enables Users to use its functionalities within the limits specified in the Terms of Use, taking into account possible technical interruptions, updates and emergency situations;
 - 1.3. providing Users with clear and reliable information regarding:
 - a) the nature of Tokens and their utility functions,
 - b) basic risks related to cryptoassets – in particular in the Whitepaper,
 - c) rules for using the Platform, including those regarding the acquisition of Tokens, fees and limits;
 - 1.4. respecting the rights of Users arising from mandatory legal provisions, in particular those relating to consumer protection, personal data and AML/CFT regulations;
 - 1.5. processing Users' personal data in accordance with applicable law, in particular the GDPR, and in accordance with the Privacy Policy;
 - 1.6. taking reasonable steps to ensure the technical security of the Platform, including the use of appropriate organizational and technical measures.
2. The Service Provider is not obliged to:
 - 2.1. providing the User with a specific economic result from the purchase or possession of Tokens, in particular profit, rate of return, increase in the value of Tokens or the possibility of selling them on the secondary market;
 - 2.2. repurchase of Tokens from the User, unless otherwise expressly stated in the documents posted on the Platform or in a separate agreement;
 - 2.3. providing crypto-asset placement services, ordering the acquisition of crypto-assets on behalf of users, providing crypto-asset advice, providing crypto-asset custody services, investment, tax, legal or brokerage advice;
 - 2.4. constant and uninterrupted availability of all functionalities of the Platform, if their temporary limitation or suspension is justified by technical reasons, security, regulatory changes or other circumstances indicated in the Terms of Use.
3. The Service Provider has the right, in particular, to:
 - 3.1. carrying out maintenance, repair and update work on the Platform, which may cause

temporary restrictions in access to certain functionalities – the Service Provider will, whenever possible, inform Users about planned interruptions and updates;

- 3.2. introducing new functionalities of the Platform and modifying existing ones, provided that this does not lead to the infringement of the rights acquired by Users and is consistent with applicable law;
- 3.3. introducing, changing or removing Token offers, including ending the sale of a specific series/pool of Tokens, provided that such changes do not affect the validity of previously concluded Token purchase agreements;
- 3.4. setting and changing limits on the transaction value, number of Tokens, availability of specific payment methods or functionalities, in particular due to:
 - a) AML/CFT/CPF requirements,
 - b) regulatory and sanction restrictions,
 - c) technical security and operational risk,
 - d) internal risk management policy.

4. In order to fulfill obligations arising from legal provisions, in particular AML/CFT/CPF, sanctions and tax provisions, the Service Provider has the right to:

- 4.1. request the User to provide additional data or documents confirming his/her identity, source of funds, source of wealth, tax status, country of residence or other information required by law, as part of the applicable financial security measures and internal AML policy;
- 4.2. verify User data and assess and update the risk associated with the User and their transactions, including using blockchain analysis tools and data from third parties (e.g. KYC/AML service providers);
- 4.3. suspend or refuse to execute a transaction if required by law or justified by legal, sanctions or AML/CFT/CPF risk;
- 4.4. provide information about the User and his transactions to the competent authorities if he is obliged to do so under the law.

5. The Service Provider may temporarily suspend or limit the User's access to the Platform or a specific functionality, including the ability to purchase Tokens, if:

- 5.1. there is a suspicion that the User has violated the Terms of Use or legal provisions,
- 5.2. require this conducted procedures explaining In in scope AML/CFT/CPF or security,
- 5.3. a security incident occurred,
- 5.4. technical work is being carried out to repair failures or update the Platform,

- 5.5. it is necessary to implement decisions, resolutions or other binding orders of the competent authorities.
6. In the event of suspension or restriction of access to the Platform for the reasons referred to in section 5 of this paragraph, the Service Provider – to the extent permitted by law and taking into account the security and confidentiality of the proceedings – will inform the User about the reason for the actions taken and, if possible, about their expected duration.
7. The Service Provider has the right, for justified reasons, to refuse to conclude an agreement with the User or to terminate an existing agreement, in particular in the following cases:
 - 7.1. the User reaches a risk level deemed unacceptable in accordance with the internal AML policy as well as internal sanction procedures,
 - 7.2. the impossibility of applying financial security measures, in particular full identification and verification of the User's identity, determining the beneficial owner, determining the purpose and nature of the business relationship or ongoing monitoring of business relationships and transactions,
 - 7.3. there is a reasonable suspicion that the User, his/her transaction activity or any other connection may be related to money laundering, terrorist financing or financing of the proliferation of weapons of mass destruction, or may violate national or international sanctions regulations.
 - 7.4. persistent violation of the Terms of Use by the User,
 - 7.5. finding that false or outdated data has been provided,
 - 7.6. using the Platform in a manner that is contrary to the law, good manners or that threatens the safety of other Users or the Service Provider.
8. The Service Provider is not responsible for:
 - 8.1. the User's investment decisions are made on the basis of information available on the Platform, provided that such information is not directly contrary to the truth and has been presented reliably;
 - 8.2. actions and omissions of third parties whose services the User uses (e.g. payment operators, cryptocurrency exchanges, External Wallet providers), unless otherwise stipulated by mandatory provisions of law;
 - 8.3. Technical and market events and risks related to blockchain technology and cryptoassets, about which the User was informed in the Whitepaper or other documents posted on the Platform. Detailed principles of liability and its limitations are set forth in a separate section of the Terms of Use.

9. The Service Provider may use the services of subcontractors and third parties (in particular IT infrastructure providers, AML/KYC service providers, payment processors, and blockchain/custody solution providers) to provide the services specified in the Terms of Use. The use of subcontractors does not release the Service Provider from liability to Users under the terms of applicable law and the Terms of Use.
10. The Service Provider is authorized to send the User technical, informational, and legal messages related to the operation of the Platform and the provision of services (e.g., information about changes to the Terms of Use, technical breaks, changes to Token offers). Marketing messages may be sent only with the User's consent, under the terms specified in separate clauses and regulations regarding marketing communications.

§ 9 RISKS RELATED TO TOKENS AND CRYPTO-ASSETS

1. The User acknowledges that acquiring, holding, and using Tokens and other cryptoassets involves significant risks, including the possibility of losing all funds allocated for their acquisition. Tokens are a high-risk product and are not suitable for all Users.
2. Before purchasing Tokens, the User is obliged to:
 - 2.1. read the Terms of Use,
 - 2.2. read the relevant Whitepaper,
3. In particular, the User acknowledges the following categories of risks:
 - 3.1. Market risk (price, liquidity):
 - a) the value of Tokens may fluctuate significantly (high volatility),
 - b) the value of Tokens may drop to zero,
 - c) there may be no secondary market for the Tokens or a guarantee of their resale, including a temporary or permanent blocking of their transferability,
 - d) the number of potential buyers of the Tokens may be limited, and in certain periods the sale of the Tokens may be actually impossible or only possible at a price significantly lower than the purchase price.

You should also be aware that the functioning of the secondary market may depend on external entities, blockchain infrastructure, technical conditions and legal regulations, which may additionally limit the possibility of selling Tokens.

4. Technological risk (blockchain, Smart Contract, BASE network):
 - 4.1. the functioning of Tokens depends on the operation of the Blockchain network (currently BASE) and the relevant Smart Contracts,
 - 4.2. errors in the Smart Contract code, security vulnerabilities, hacker attacks, network failures, overloads, forks or other network events may lead to temporary or permanent loss of access to Tokens, loss of Tokens, delays or errors in the execution of transactions,
 - 4.3. Blockchain transactions are generally irreversible – an incorrectly sent transaction (e.g. to the wrong address or on an unsupported network) may result in the permanent loss of cryptoassets.
5. Risk of a Token linked to a real estate project with:
 - 5.1. the economic situation of the real estate project, including, among others, the level of rent, maintenance costs, taxes, changes to the development plan may indirectly affect the perceived

economic value of the Token,

- 5.2. possession of a Token does not imply ownership of the Reference Property or the rights of a partner/shareholder; any income from the property may not meet the User's expectations,
- 5.3. there is no guarantee of obtaining a certain level of revenue from the real estate project or translating it into the value of the Token,
- 5.4. the token holder is not entitled to any proportion of the profit or income from the activities of Crypto-Holdings in respect of the Reference Property.

6. Wallet and private key risk:

- 6.1. access to Tokens depends on access to the External Wallet,
- 6.2. in the case of External Wallets, the User manages his/her private keys/seed phrases independently; their loss or disclosure to third parties may lead to the permanent loss of Tokens,
- 6.3. a failure or attack on the External Wallet, the User's device or the infrastructure of the entity maintaining the custodial wallet may result in the loss of cryptoassets or limiting the possibility of disposing of them.

7. Third party risk:

- 7.1. when using Tokens, the User may use the services of third parties (e.g. CEX/DEX exchanges, payment operators, External Wallet providers, inter-chain bridge operators, data protection and KYC service providers),
- 7.2. bankruptcy, cyber attacks, hybrid warfare, technical or organizational error on the part of such entities may result in the loss of cryptoassets, temporary inability to make withdrawals, personal data breach or other negative consequences,
- 7.3. The User acknowledges that third parties operate independently of the Service Provider, and the Service Provider has no influence on their operation and is not liable for damages resulting from their errors, failures, security breaches or financial problems, unless mandatory provisions of law provide otherwise.

8. Tax risk:

- 8.1. Token transactions may result in tax liabilities for the User,
- 8.2. Crypto-asset taxation rules vary depending on jurisdiction and are subject to change,
- 8.3. The Service Provider does not provide tax advisory services or guarantee specific tax consequences related to the Tokens.

9. Regulatory and legal risks:

- 9.1. regulations governing crypto-assets, including MiCAR, secondary legislation and national

implementing regulations, may be subject to changes or clarifications that may affect the way Tokens are offered, stored, exchanged or used,

- 9.2. the relevant national and international supervisory authorities may adopt new interpretations, positions, guidelines or supervisory decisions affecting the legal qualification of Tokens, business models or activities conducted by the Service Provider,
- 9.3. in extreme cases, Tokens may be classified as another type of Token, in particular as a financial instrument, electronic payment instrument, asset-linked token, or monetary token within the meaning of MiCAR, which may result in a change of the Platform's operating model, limiting the group of eligible purchasers, the need to obtain additional permits or licenses, the obligation to suspend the sale of Tokens or the imposition of additional regulatory obligations on the User and the Service Provider,
- 9.4. changes in regulations, interpretations or supervisory practices may have a material impact on the ability to acquire, hold or use Tokens, as well as on their functionality, liquidity, trading ability or economic value.

10. Risk of abuse, fraud and social engineering:

- 10.1. the crypto-asset market is particularly vulnerable to fraud, scams, phishing, impersonation of trusted entities, fake login pages, fake airdrops and other forms of scams,
- 10.2. disclosing passwords, one-time codes, seed phrases, recovery phrases or private keys to third parties may lead to the immediate loss of cryptoassets,
- 10.3. The Service Provider should never request the User to provide a seed phrase, recovery phrase or private key – their transfer to third parties is at the User's sole risk.

11. The User acknowledges and accepts that:

- 11.1. Tokens do not guarantee any profit or maintenance of initial value;
- 11.2. the information presented on the Platform is for informational or promotional purposes only and does not constitute investment advice, individual recommendations or the assurance of specific economic results;
- 11.3. Before deciding to purchase Tokens, you should consider whether investing in a high-risk product is appropriate for your financial situation, level of knowledge and risk appetite, and if in doubt, seek independent advice.

12. The User declares that

- 12.1. understands and accepts the specifics and risks associated with cryptoassets and blockchain technology,
- 12.2. is aware that he may permanently lose all invested funds,

- 12.3. does not invest funds the loss of which could cause excessive financial burden for him or threaten his basic life needs.
13. The provisions of this section are for informational purposes and clarify the Service Provider's information obligations towards the User. They do not exclude or limit the Service Provider's liability to the extent that its exclusion or limitation would be prohibited by mandatory provisions of law. Detailed principles of the Service Provider's liability are set forth in a separate section of the Terms of Use.

§ 10 LIABILITY OF THE SERVICE PROVIDER

1. The Service Provider is liable to the User under the principles resulting from mandatory provisions of law, in particular civil law and consumer protection provisions, taking into account the provisions of this paragraph.
2. In relations with Users who are Consumers, the provisions of the Terms of Use do not exclude or limit the Service Provider's liability to the extent that this would be prohibited by mandatory provisions of law, in particular consumer protection regulations. In the event of a conflict, these provisions shall prevail.
3. The Service Provider is liable only for actual damage suffered by the User, which is in a normal causal relationship with the non-performance or improper performance by the Service Provider of the obligations arising from the contract concluded on the basis of the Terms of Use, unless further liability results from mandatory provisions of law.
4. To the fullest extent permitted by law, the Service Provider shall not be liable to Users who are Entrepreneurs for:
 - 4.1. profit ceases (profit ceases),
 - 4.2. indirect, consequential, special or incidental damages, such as loss of reputation, loss of anticipated profits, business interruption,
 - 4.3. damages that are beyond the normal causal relationship with the action or omission of the Service Provider.
5. To the fullest extent permitted by law, the Service Provider shall not be liable for damages resulting from:
 - 5.1. using the Platform in a manner inconsistent with the Terms of Use, legal provisions or technical information provided to the User;
 - 5.2. investment decisions made by the User based on information available on the Platform, if such information has been presented in a fair and not misleading manner and its

informational/marketing nature has been clearly indicated;

5.3. market, technological, operational, regulatory and tax risks related to Cryptoassets and Tokens referred to in § 9, in particular:

- a) a decrease in the value of Tokens or other Cryptoassets, including the possibility of losing all invested funds,
- b) lack of liquidity or the inability to sell Tokens on the secondary market, regardless of the existence or operation of trading platforms,
- c) fluctuations in the prices of Payment Cryptoassets used for transactions (including stablecoins), resulting from market conditions, liquidity, changes in their stabilization mechanisms or systemic events,
- d) changes in legal provisions, supervisory practices, interpretations of regulators or decisions of competent authorities that may affect the possibility of offering, storing, using or trading Tokens;

5.4. loss of access to Tokens or other cryptoassets resulting from:

- a) the User's loss of private keys, seed phrases, recovery phrases, passwords, authentication data or devices used to operate the Wallet;
- b) a security breach, failure or error in the operation of the External Wallet (non-custodial), the User's device or the infrastructure of the External Wallet provider,

5.5. third-party activities, in particular phishing attacks, malware or other forms of cybercrime.

Malfunctions, failures, security incidents or changes in the functioning of: a

- a) Blockchain networks supporting Tokens (in particular the BASE network and other compatible networks), including protocol changes, forks, network congestion or errors in consensus mechanisms,
- b) Smart Contracts, provided they have been implemented with due diligence, in accordance with current technical knowledge and do not contain obvious defects that can be revealed at the verification stage,
- c) external systems, services and third parties used by the User (among others: KYC/AML service providers, payment operators, centralized and decentralized exchanges, inter-chain bridges, IT infrastructure providers, cloud services, validator services or RPC - Remote Procedure Call providers), unless the Service Provider's liability results from mandatory provisions of law

5.6. incidents defined as force majeure, in particular:

- a) natural disasters, fires, floods, earthquakes,

- b) wars, hybrid warfare riots, acts of terror, cyber attacks,
 - c) widespread failures of telecommunications or energy infrastructure,
 - d) events of an extraordinary, external nature and impossible to predict with due diligence.
- 6. The Service Provider is not responsible for the content posted by Users on the Platform (if such functionality is made available), unless it was aware of its illegal nature or the illegal activity related to it, and after receiving an official notification or reliable information about the illegal nature of the content or activity, it will immediately block access to such content.
- 7. The Service Provider does not guarantee:
 - 7.1. uninterrupted access to the Platform or full availability of all functionalities at all times;
 - 7.2. no technical errors, failures or interruptions, and undertakes to take reasonable steps to remove them and minimize negative consequences for Users;
 - 7.3. that the User's use of the Platform will be free from interference or actions of third parties for which the Service Provider is not responsible (e.g. phishing attacks, malware on the User's device).
- 8. If, for reasons attributable to the Service Provider, Tokens or other crypto-assets stored within a possible Platform Wallet are lost, for which the Service Provider is liable under mandatory provisions of law, the Service Provider's liability:
 - 8.1. is limited – to the fullest extent permissible – to the market value of the lost Tokens or crypto-assets determined at the time of the event giving rise to the damage;
 - 8.2. in particular, it does not apply to any loss of value resulting from market fluctuations after that point or lost profits, subject to mandatory provisions of law.
- 9. The User is obliged to compensate the Service Provider for any damage incurred due to the User's violation of legal provisions or the provisions of the Terms of Use, to the extent permitted by law, in particular by
 - 9.1. coverage of the actual damage suffered by the Service Provider (*damnum emergens*),
 - 9.2. reimbursement of reasonable costs incurred by the Service Provider in connection with pursuing claims or defending against third party claims, if such claims were a result of the User's culpable actions or omissions.
- 10. No provision of the Terms of Use excludes or limits the Service Provider's liability towards the User to the extent that it would be inadmissible under mandatory provisions of law, in particular in the scope of liability for
 - 10.1. damage caused intentionally,

- 10.2. personal injury, other cases in which this liability cannot be limited by contract.
11. The provisions of this paragraph should be read in conjunction with § 6 (Wallets, security and on-chain transactions) and § 9 (Risks related to Tokens and cryptoassets).

§ 11 OTHER POLICIES AND TERMS

1. Detailed rules for the processing of Users' personal data are specified in the Privacy Policy.
2. The Privacy Policy is a separate document, available on the Platform, and applies to all processing of personal data in connection with the use of the Platform and the purchase of Tokens. Before using the Platform, the User is required to review the current version of the Privacy Policy.
3. Principles for the implementation of obligations in the field of counteracting money laundering and terrorist financing (AML/CFT/CPF), including in particular:
 - 3.1. Rules for the identification and verification of the User (KYC), including the rules for the verification and identification of the beneficial owner,
 - 3.2. the scope and method of applying financial security measures,
 - 3.3. Principles of monitoring economic relations,
 - 3.4. principles of transaction monitoring, including the identification of unusual, suspicious and reportable transactions,
 - 3.5. Rules for establishing, terminating and refusing to establish business relationships,
 - 3.6. principles for preparing, updating and documenting the User's risk assessment,
 - 3.7. The grounds for blocking funds, suspending a transaction or refusing its execution, including cases of suspected money laundering, terrorism financing, financing the proliferation of weapons of mass destruction, and the Service Provider's obligations under sanctions regulations, are specified in a separate AML Policy.
4. To the extent the Terms of Use refer to the Privacy Policy and the AML/KYC Policy, those documents supplement the Terms of Use.
5. In terms of the offer of Utility Tokens, the terms of its operation and the

utility of the offered Utility Tokens, the Whitepaper is the superior and binding document.

6. In the scope of the user exercising the right of withdrawal regulated in Article 13 of MiCAR, or the right to submit a complaint, the Complaints and Withdrawal Procedure, which is posted on the Platform.
7. In the event of a conflict between the Terms of Use and:
 - 7.1. Privacy Policy – in matters relating to the protection of personal data, the Privacy Policy takes precedence, subject to mandatory provisions of law.
 - 7.2. AML/KYC Policy – in matters relating to the implementation of AML/CFT/CFP obligations, the provisions of the AML/KYC Policy shall prevail, subject to mandatory provisions of law.
 - 7.3. Complaints and Withdrawal Procedure - in matters relating to complaints and the exercise of withdrawal rights, the provisions of the Complaints and Withdrawal Procedure shall prevail, subject to mandatory provisions of law.
 - 7.4. Embedded Wallets Policy - in matters relating to the user's use of the Embedded Wallets functionality, the provisions of the Embedded Wallets Policy shall prevail, subject to mandatory provisions of law.
 - 7.5. Affiliate Program Terms - in matters concerning the user's use of the Affiliate Program functionality, the provisions of the Affiliate Program Terms shall prevail, subject to mandatory provisions of law.
 - 7.6. Constitution of the DAO - in matters concerning the user's exercise of the rights of the Token holder within the scope of the DAO's usability, the provisions of the Constitution of the DAO shall prevail, subject to mandatory provisions of law

§ 12 SUSPENSION OF SERVICES, BLOCKING OF ACCESS AND TERMINATION OF THE CONTRACT

1. The agreement for the provision of electronic services to enable the use of the Platform is concluded for an indefinite period upon:
 - 1.1. acceptance of the Terms of Use by the User and
 - 1.2. first use of the Platform, including in particular by connecting (attaching) an External Wallet to the Platform or purchasing Tokens (if applicable).
2. The User may terminate the contract for the provision of electronic services regarding the use of the Platform at any time by:
 - 2.1. ceasing to use the Platform and disconnecting the External Wallet, and/or
 - 2.2. sending an appropriate statement to the Service Provider's e-mail address or Crypto-Holdings' correspondence address indicated on the Platform.
3. Termination of the agreement by the User takes place with future effect after technical deactivation of access to the Platform to the extent possible (in particular by removing/disconnecting the External Wallet link in the Platform interface or marking the Wallet as inactive for the purposes of using the Platform functionalities), subject to paragraphs 10–12.
4. The Service Provider may temporarily suspend the provision of services or block the User's ability to use the Platform in whole or in part (including the ability to purchase Tokens) if:
 - a) there is a reasonable suspicion that the User has violated the provisions of the Terms of Use or the law;
 - b) The User refuses to provide data or documents required by law or the AML/KYC Policy, or the data provided raises reasonable doubts;
 - c) this is required by ongoing investigations as part of the financial security measures or transaction monitoring;
 - d) there is a reasonable suspicion that the User's External Wallet may be used for illegal activities, in particular money laundering, terrorism financing, financing the proliferation of weapons of mass destruction, circumventing Sanctions, fraud or other

abuses;

- e) a security incident occurred (e.g. suspicion of unauthorized use of the External Wallet, compromise of private keys, attack on the Platform infrastructure, attempt to bypass security mechanisms);
- f) it is necessary due to technical work, breakdowns, modernisation or other events affecting the proper provision of services – to the extent and for such time as is necessary.

5. Unless prohibited by law, AML/CFT/CFP requirements, Sanctions or the security of the investigation, the Service Provider will inform the User about:
 - 5.1. the fact that the provision of services has been suspended or access has been blocked (in whole or in part)
 - 5.2. the reason for the actions taken,
 - 5.3. any actions that the User should take (e.g. supplementing data, providing documents), via e-mail or a message on the Platform.
6. The suspension of the provision of services or the blocking of access lasts for the period necessary to eliminate the reasons for their use or to complete the explanatory activities, and the Service Provider will make every effort to ensure that this period is not longer than necessary.
7. The Service Provider may terminate the contract with the User with a 30-day notice period, in particular if:
 - 7.1. terminate the provision of services covered by the Terms of Use to all Users;
 - 7.2. introduces a new business model or organizational structure that prevents the continued provision of services under the existing principles, and the User will be informed of his rights.
8. The Service Provider may terminate the contract with the User with immediate effect, without notice, if:
 - 8.1. The User grossly violates the provisions of the Terms of Use or legal provisions, in particular those relating to security or the prohibition of abuse;
 - 8.2. it has been found that the data or documents provided by the User are materially false, falsified or used to circumvent the law;
 - 8.3. a competent authority or legal provision orders the Service Provider to terminate the provision of services to the User, including, for example, imposing sanctions or a ban on providing services to a specific category

of customers;

- 8.4. the AML/CFT/CFP or sanctions risk assessment, carried out on the basis of the AML/KYC Policy, clearly indicates the need to terminate the relationship with the User.
9. The Service Provider will inform the User about the termination of the contract with the User via proper documented way (for example by a given e-mail address - provided in the course of using the Platform or as part of AML/KYC procedures), unless the provision of information is prohibited by law or by decision of the competent authorities.
10. Termination of the contract, regardless of the basis:
 - 10.1. results in the cessation of providing services to the User and – to the extent technically possible within the Platform – deactivation of the User's access to the Platform's functionalities (including marking the External Wallet as unauthorized to use certain functionalities);
 - 10.2. does not affect the validity and effectiveness of transactions made before the termination of the agreement, in particular on-chain transactions as a result of which the User acquired Tokens or other cryptoassets;
 - 10.3. does not cause a "reversal" of the issuance or transfer of Tokens recorded in the Blockchain network.
11. If the Service Provider provides the functionality of storing Tokens or other cryptoassets (e.g. platform/custodial wallet) within the Platform (now or in the future), then in the event of termination of the agreement, the Service Provider – unless prohibited by law (in particular AML/CFT/CFP, Sanctions) or decisions of competent authorities – will take steps to enable the User to withdraw these assets to the External Wallet within a reasonable timeframe, which will be indicated to the User.
12. Termination of the contract does not affect the Service Provider's obligations regarding:
 - 12.1. storing documentation and data required by law (in particular AML/CFT, tax and accounting) for the period required by these regulations;
 - 12.2. pursuing or defending against claims, including third-party claims against the Service Provider related to the User's actions.
13. Termination of the agreement by either party does not release the User from the obligation to pay the Service Provider any fees, costs or other liabilities due, if

they arose before the termination of the agreement, nor does it exclude the User's liability for any violation of the law or the Terms of Use that occurred during the term of the agreement.

§ 13 CHANGES TO THE CONTENT OF TERMS OF USE

1. The Service Provider may change the Terms of Use during the term of the agreement with the User only for important reasons, in particular if:
 - 1.1. there is a change in the law or new guidelines/recommendations/decisions of supervisory authorities or other competent authorities are issued, affecting the rights and obligations of the parties or the manner of providing services;
 - 1.2. it will be necessary to adapt the Service Provider's activities or the content of the Terms of Use to the case law of courts or administrative bodies;
 - 1.3. the scope, method or functionality of the services provided via the Platform changes, including the introduction of new functions, modification of existing ones, termination of the offer of certain services, provided that the changes do not violate the acquired rights of Users;
 - 1.4. there are organizational, technological or security changes on the part of the Service Provider, including those related to IT infrastructure, AML/KYC procedures, blockchain network security and preventing the possibility of committing crimes or causing damage to the Service Provider or the User, which require an appropriate modification of the Terms of Use;
 - 1.5. it will be necessary to clarify or make editorial changes to the Terms of Use, including correcting obvious spelling and language errors, and clarifying concepts that do not affect the content of the User's rights and obligations in a way that is less favorable to them.
2. The Service Provider will inform the User about the content of the proposed changes to the Terms of Use at least 14 days before the planned date of entry into force of the changes, unless mandatory provisions of law require a different deadline, through at least one of the following channels:
 - 2.1. sending information to the e-mail address indicated by the User for

contact with the Service Provider (in particular provided in the course of using the Platform or as part of AML/KYC procedures), and/or

- 2.2. providing a message on the Platform (e.g. a message when using the Platform, including when connecting an External Wallet) with a reference to the content of the changes or the full text of the Terms of Use.
3. The information referred to in section 2 of this paragraph includes in particular:
 - 3.1. the content of the proposed changes or a summary thereof;
 - 3.2. the date the changes come into effect;
 - 3.3. information about the User's right to terminate the contract before the date of entry into force of the changes if he/she does not accept the new provisions.
4. If the User does not accept the proposed changes to the Terms of Use, he or she has the right to terminate the contract for the provision of electronic services before the date on which the changes come into force, with effect on the day preceding that date, in the manner provided for in the Terms of Use.
5. Failure to terminate the agreement by the User before the date of entry into force of the changes and continued use of the Platform after that date constitutes acceptance of the Terms of Use in their new wording.
6. In the case of a User who is a Consumer, if the proposed change to the Terms of Use would significantly limit his rights or increase his obligations, and the User does not agree to the change and terminates the contract, the Service Provider may not charge the User with any additional fees or contractual penalties.
7. Changes to the Terms of Use that:
 - 7.1. they do not introduce new obligations on the part of the User or limit his rights (e.g. editorial changes, clarifications, corrections of obvious errors, updating the identification data of the Service Provider), or
 - 7.2. consist solely in the introduction of new functionalities which the User may, but does not have to, use, may be introduced with a shorter deadline than indicated in section 2 of this paragraph, provided that they do not violate the User's rights arising from the current wording of the Terms of Use, and information about the changes is made available on the Platform before their application begins.

8. Notwithstanding the foregoing, if a change to the Terms of Use is directly required by mandatory legal provisions, a decision or other binding act of a competent authority and requires immediate application, the Service Provider may introduce such a change with effect earlier than that specified in section 2 of this paragraph, informing the User thereof immediately, to the extent permitted by such provisions or decision.
9. The current version of the Terms of Use is always available on the Platform in a form that allows it to be saved and reproduced by the User on a durable medium.

§ 14 FINAL PROVISIONS

1. The Terms of Use constitute standard contractual terms and conditions and define the rules for using the Platform and acquiring Tokens through the Platform.
2. The agreement between the User and the Service Provider is concluded on the basis of the Terms of Use in the English language. The language of communication between the Service Provider and the User shall, as a rule, be English, unless the parties agree otherwise.
3. For the purposes of interpretation and construction, the English language version shall prevail as the authentic version of these Terms of Use.
4. The law of the Republic of Estonia shall govern the contract concluded between the Customer and Crypto-Holdings, the subject of which is the Services provided by Crypto-Holdings on the Platform under the terms of the Terms of Use. The above stipulation does not deprive Customers who are consumers of the protection granted to them by the law of their habitual residence.
5. Any disputes related to the Services provided by Crypto-Holdings shall be resolved by the competent common courts.
6. A User or Customer who is a consumer has the option of using out-of-court complaint handling and redress procedures. Information on how to access the aforementioned dispute resolution mechanisms and procedures can be found, among others, on the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.
7. Failure or improper performance by either party of any obligation arising from the Terms of Use due to force majeure shall not constitute a breach of the agreement. The party invoking force majeure should, where possible, promptly inform the other party thereof.

8. Failure by the Service Provider to exercise any right or temporary tolerance of specific breaches of the Terms of Use by the User shall not constitute a waiver of the Service Provider's rights and shall not preclude the Service Provider from enforcing such rights in the future.
9. If any provision of the Terms of Use proves to be invalid, ineffective, or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the Terms of Use. In place of the invalid, ineffective, or unenforceable provision, the relevant provisions of law shall apply, and in the absence thereof, the provision that most closely reflects the original economic and functional purpose of the Terms of Use shall apply.
10. The Terms of Use, together with the Privacy Policy and Cookies Policy, KYC/AML Policy, Whitepaper, Embedded Wallets Policy, Complaints and Withdrawal Procedure, Affiliate Program Terms, Constitution of the DAO, and any other documents expressly indicated as part of the product documentation or governing the use of the Platform, constitute a coherent set of documents regulating the rules for using the Platform and acquiring Tokens.
11. The Service Provider recommends that Users review the current version of the Terms of Use together with the Privacy Policy and Cookies Policy, KYC/AML Policy, Whitepaper, Embedded Wallets Policy, Complaints and Withdrawal Procedure, Affiliate Program Terms, and Constitution of the DAO each time before using new functionalities of the Platform.
12. These Terms of Use in the present wording shall enter into force on July 9, 2026 and shall apply to agreements concluded with Users from that date, subject to the provisions regarding amendments to the Terms of Use and any transitional provisions, should they be introduced.
13. Crypto-Holdings holds the rights to copyrights works, designations, and trademarks made available on the Platform to the extent necessary for the provision of the Services.
14. The copyrights works, designations, and trademarks made available within and for the purpose of providing the Services are protected under applicable law.
15. Each User and Customer is entitled to use the works within the scope of permitted private use as provided by law.
16. Any use exceeding the scope of permitted private use requires the prior consent of the authorized rights holder.