

TERMS AND CONDITIONS

FINARIUM S.A.

Registration No. 155771125 | Registered address: Global Bank Tower, 18th Floor, Suite No. 1801, 50th Street, Republic of Panama, Panama City.

These Terms and Conditions (hereinafter – the “**Terms**”) are issued by **FINARIUM S.A.** (hereinafter – “**FINARIUM**” or the “**Company**”) and constitute a set of rules and procedures for the use of the Web Platform on the website <https://finarium.io/> (hereinafter – the “**Platform**”) and for the execution by FINARIUM of transactions with Virtual Assets, as well as the mutual rights, obligations, and procedures governing the relationship between the Company and any individual or legal entity that is, or may become, a user of the Platform (hereinafter – the “**User**”).

The User acknowledges that, from the moment of entering into the Wallet Services Agreement (hereinafter – the “**Agreement**”), FINARIUM has provided the User with complete and accurate information regarding the procedure for using the Platform.

By clicking the “Accept” button or while using the Website or the Platform, the User confirms that the User:

- (i) have read, understood, and fully accepted the Terms and agree to comply with the obligations under the Terms, including any subsequent amendments and additions;
- (ii) have provided valid and up-to-date information about themselves during the identity verification process;
- (iii) acknowledge the legal consequences of ticking the box under the heading “I accept the Terms”, namely the User’s consent to the Terms and other documents of the Platform.

1. DEFINITIONS

"AML/CFT" – Anti-Money Laundering and Counter-Terrorist Financing laws applicable to the Company’s operations.

"Business Day" – Any day banks are open in the Company’s jurisdiction, excluding weekends and public holidays.

"User" – A legally capable natural person or a duly registered legal entity that is a counterparty of the Virtual Asset exchange, engages in transactions (operations) via the Platform on the Website in accordance with the Terms.

"KYC" – Know Your Customer processes under AML/CFT requirements.

"Order" – a User’s instruction submitted through the Platform requesting FINARIUM to execute a transaction.

"Simple Electronic Signature (SES)" – information in electronic form of signature that is used to identify the person or the legal entity on whose behalf the document is signed.

"Virtual Assets" – A set of data in electronic-digital form that has value, represents a digital expression of value and/or serves as a means of certifying property and/or non-property rights, and which is not a monetary unit (currency), means of payment, or security.

"Account" – a User’s account on the Platform used to access and manage the Services.

"Wallet" – a digital wallet provided by FINARIUM in connection with the Account for storing, transferring and managing Virtual Assets.

"Website" – The website, providing access to the User interface of the Platform, located at: <https://finarium.io/>

2. SCOPE OF THE PROVIDED SERVICES

2.1. FINARIUM shall provide the User with access to the User's Wallet upon successful completion of the User's identification and verification procedures (KYC) in accordance with applicable Anti-Money Laundering and Counter-Terrorism Financing (AML/CFT) regulations.

2.2. Under this Agreement, FINARIUM shall enable the User to perform the following operations through the Platform:

2.2.1. purchase of Virtual Assets for national currency, foreign currency, electronic money, including international electronic money;

2.2.2. sale of Virtual Assets for national currency, foreign currency, electronic money, including international electronic money;

2.2.3. exchange of one type of Virtual Assets for another type of Virtual Assets;

2.2.4. other types of activities within the scope of the Company's operations (collectively – the **"Services"**).

2.3. FINARIUM may determine, add, remove, suspend or otherwise modify the Virtual Assets, blockchain networks and transaction methods supported through the Platform at its discretion, including for technical, liquidity, compliance, security or regulatory reasons.

2.4. Unless expressly announced by FINARIUM, FINARIUM is not obliged to support any fork, airdrop, token migration, network upgrade or similar blockchain event, or to credit or distribute any resulting assets.

3. ELIGIBILITY

3.1. These Terms, as well as the Agreement, shall not apply to or be concluded with the following persons:

3.1.1. individuals under the age of 18;

3.1.2. individuals, sole proprietors, legal entities, as well as legal entities whose beneficial owners are included in a sanctions list established under legislation relating to counter-terrorist financing, anti-money laundering, combating extremist activity, or financing the proliferation of weapons of mass destruction.

4. REGISTRATION AND KYC

4.1. In order to enter into the Terms and Agreement and allow the User to engage in transactions with Virtual Assets, the User shall carry out identification and verification procedure. Legal entities exercise the rights and obligations of the User through their representatives – natural persons, acting on the basis of the articles of association and/or a power of attorney.

4.2. The User shall provide the Company with all documents and information required for identification and verification of the User.

4.3. FINARIUM is entitled to refuse to allow a User to conduct operations in cases where the necessary documents or information for identification have not been provided, and/or in cases where a suspicious financial operation is detected.

4.4. Data collection for the KYC procedure may be performed by the third parties.

4.5. For the purpose of identification, the User shall provide the Company with:

4.5.1. Individuals:

4.5.1.1. identification details (full name, citizenship, date and place of birth, place of residence and/or stay, details of the identity document);

4.5.1.2. contact details enabling the Company to communicate with the User, as well as any other documents requested by the Company where it is necessary.

4.5.2. Legal entities:

4.5.2.1. the name of the legal entity;

4.5.2.2. place of incorporation (registered and actual address);

4.5.2.3. information on the types of business activities conducted;

4.5.2.4. taxpayer identification number;

4.5.2.5. identification details (full name, citizenship, date and place of birth, place of residence and/or stay, details of the identity document) of the legal entity's representative acting on the Platform, as well as of the director, founders, and beneficial owners of the legal entity;

4.5.2.6. contact details enabling FINARIUM to communicate with them (email address);

4.5.2.7. any other documents determined by the Platform, including those requested by the Company where necessary.

4.6. The User must notify FINARIUM of any changes to the data or information provided during identification and verification within three (3) days of such changes.

4.7. In the course of monitoring its Users, if the Company discovers that a User is included in a sanctions list, it shall block the User's financial operation, including by unilaterally refusing to adhere to these Terms.

4.8. Where necessary, the Company may request additional information or data from the User.

5. USER'S ACCOUNT ON THE PLATFORM

5.1. Upon successful completion of identification and verification KYC procedures, a User's Account is created on the Platform. The User's Account is used by the User to conduct transactions with Virtual Assets.

5.2. The User shall:

5.2.1. take appropriate security measures to protect their login, password, and other account details, and not disclose them to third parties;

5.2.2. immediately notify the Company if the User become aware of any unauthorized use of the User's Account by third parties, or of any other breaches of the Platform's security rules.

5.3. The User acknowledges that the User shall bear sole responsibility for taking the necessary security measures to protect the User's Account data and for any consequences resulting from a failure to do so.

5.4. If the User has any questions relating to these Terms and/or the operation of the Platform, the User may submit a request through their Account on the Website or send an email to FINARIUM at finarium@finarium.io.

5.5. FINARIUM may correct clerical, technical, reconciliation or display errors in the Account or on the Platform and may reverse or adjust any amount credited or displayed in error, including duplicate or erroneous credits.

5.6. FINARIUM will never request passwords, authentication codes or private keys through informal communication channels. Instructions concerning transfers or changes to Account security will only be accepted through communication channels and verification procedures designated by FINARIUM.

6. INVESTMENT RISKS DISCLAIMER

6.1. User acknowledge that the User's execution of transactions using Virtual Assets is associated with significant risks, including but not limited to:

6.1.1. the purchase, sale, and exchange of Virtual Assets involve significant risk. Prices may fluctuate on a daily basis. Such price fluctuations may at any time increase or decrease the value of the User's assets. Any currency may be subject to substantial fluctuations in value and may also become completely worthless. There is an inherent risk that losses may occur as a result of purchases, sales, or any trades conducted in the market. The Website reflects the exchange rate determined based on transactions carried out by the Users;

6.1.2. transactions involving Virtual Assets carry specific risks that are not generally characteristic of fiat money and/or goods and/or commodity assets. A Virtual Asset (cryptocurrency) is not a means of payment, is not backed by the state, and its acquisition may result in the complete loss of monetary funds and other civil rights objects (investments) transferred in exchange for Virtual Assets (including as a result of price volatility; technical failures (errors); unlawful actions, including theft). Unlike most fiat currencies, a Virtual Asset is a unique type of currency supported by technology and trust. The Virtual Asset market is unstable, which may entail unforeseen risks. When conducting transactions with Virtual Assets, the User understands that they may not only increase but also lose a significant amount of assets due to exchange rate fluctuations, price changes, and other factors arising in the course of transactions.

6.1.3. absence of guarantees of profitability and lack of state protection of investments in Virtual Assets;

6.1.4. potential technical failures, hacking attacks, cyber threats, or other incidents that may result in loss of access to Virtual Assets;

6.1.5. regulatory risks arising from changes in laws and regulations governing Virtual Assets, including restrictions on their use or circulation in certain jurisdictions;

6.1.6. risks related to the actions of third parties (exchanges, liquidity providers, blockchain network operators, etc.) beyond the control of the Company.

6.2. FINARIUM does not provide investment, financial, tax, or legal advice. Any decisions made by the User are at the User's sole discretion and responsibility.

7. USER'S OBLIGATIONS AND WARRANTIES

7.1. The User warrants and confirms that:

7.1.1. the User has reviewed and agreed with the Terms and conditions published on the Website of the Platform, agreed with the risks associated with the volatility of Virtual Asset prices are borne directly by the User and not by FINARIUM;

7.1.2. the User has agreed to all risks described in these Terms, as well as to any risks not expressly stated but inherent in transactions with Virtual Assets;

7.1.3. all information provided to FINARIUM, including but not limited to information submitted in the User's Account, is true, accurate, and not misleading;

7.1.4. these Terms and all transactions constitute a legal, valid, and binding obligation of the User, enforceable in accordance with the Terms.

7.2. By accepting these Terms, the User confirms its consent:

7.2.1. to receive emails via User's email address provided during registration on the Platform, relating to the execution of transactions on the Platform, as well as other related to the User information;

7.2.2. that the personal data of the User may be collected and processed by the third parties or partners of the Company;

7.2.3. that at any time, without prior notice to the User, the Company shall have a right to modify the Platform and the Website.

8. FINARIUM'S RIGHTS AND OBLIGATIONS

8.1. FINARIUM reserves the right to:

8.1.1. suspend the operations on the Platform in the event of material malfunctions, errors, or failures, as well as for the purpose of carrying out preventive maintenance and preventing unauthorized access to the Platform;

8.1.2. restrict, without prior notice and at its sole discretion, the User's access to the Platform where the User's use may create or does create a threat to the financial security of the User, other Users, the Platform, counterparties, or third parties; where technical necessity arises to restrict access and/or in case of an emergency in the Platform; or where liquidity, credit, systemic, legal, or other risks arise;

8.1.3. restrict, without prior notice, the User's access to the Platform where the User violates applicable law, these Terms, unlawfully uses communication equipment, unlawfully accesses telecommunication services, uses uncertified devices and/or software, or violates rules of communication equipment use, by notifying the User via email, or by any other means;

8.1.4. suspend an operation and withhold the User's funds in order to prevent fraudulent or other actions that may cause financial or reputational losses to the Company or the User;

8.1.5. refuse to process a User's Order without providing reasons, when deemed necessary for risk management or compliance purposes;

8.1.6. implement all necessary anti-money laundering and counter-terrorist financing measures in cases required under applicable legislation.

8.2. FINARIUM shall update the data and information obtained during the identification (verification) of the User no less than once every three calendar years for Users assessed as low risk, and no less than once every calendar year for Users assessed as high risk. Where doubts arise as to the accuracy or reliability of previously obtained data, such data shall be updated within twenty (20) business days following the decision to classify the data as doubtful.

8.3. In the event that a User refuses to provide updated data, FINARIUM shall be entitled to suspend the User's transactions on the Platform until such data is provided.

9. FEES AND CHARGES

9.1. FINARIUM provides the User with the Services for consideration.

9.2. Consideration may include fees and commissions for the transactions and operations with the Virtual Assets on the Platform, including transaction commissions, Wallet maintenance charges, and other applicable fees and costs.

9.3. Updated fee schedules will be posted on the Platform or emailed with at least 14 days' prior written notice.

9.4. If the User does not agree with the commission or the exchange rate, the User shall refrain from submitting the Order, and in such case the User shall not be entitled to claim compensation for any losses incurred by FINARIUM, by themselves and/or by third parties. The User assumes responsibility for, and all

consequences of, using the Platform. In the event of an erroneous payment made by the User, the Services relating to such payment shall be deemed to have been duly rendered, and the amount of the payment shall not be subject to refund.

10. DISCLAIMERS

10.1. For failure to perform or improper performance of obligations under these Terms, the User and Company shall be liable in accordance with the provisions of these Terms, the Agreement, and applicable law.

10.2. The User acknowledges and agrees that the Platform, its components, interfaces, any related equipment, documentation, data, other materials, and existing technology are provided on an “as is” and “as available” basis, with all faults, if any. Neither the Company nor third-party providers make any express or implied warranties to the User, including but not limited to fitness for a particular purpose, non-infringement, or any warranty that may arise from usage, course of dealing, or trade practices in connection with transactions involving Virtual Assets.

10.3. Without prejudice to the foregoing, FINARIUM makes no representations or warranties regarding the timeliness, accuracy, or completeness of any information on the Platform or the results obtained by the User from the use of the Platform.

10.4. The Company shall not be liable for any damage, loss of profit, loss of income, loss of business, loss of data, or any direct or indirect losses of the User.

10.5. The Company shall bear no liability for claims related to any software, technology, equipment, existing technology, information, materials, facilities, or the fact that the Platform meets the User’s requirements or that access to it shall be uninterrupted, timely, secure, complete, accurate, free from failures or defects.

10.6. The Company shall not be liable for malfunctions, breakdowns, delays, or interruptions in Internet access, or if for any reason the Website is unavailable at any time or for any period. The Website may contain links to other websites and resources provided by third parties, which are offered solely as sources of information. The Company has no control over the content of such websites or resources and bears no liability for them or for any losses or damages that may arise from their use. The Platform is hosted on the domain <https://finarium.io/> and assumes no responsibility for websites hosted on domains other than the one specified above.

10.7. The Company shall not be liable for losses incurred as a result of vulnerabilities in third-party software (wallets), failures in software (nodes, wallets) provided by third parties, failures in blockchains, or any other technical features of Virtual Assets with which transactions are carried out.

10.8. The Company shall not be liable for funds lost due to untimely notification, or complete failure of notification, by developers or representatives of Virtual Assets regarding any issues with such assets.

10.9. The User shall not have the right to claim a refund of payments made through their Wallet if access to such Account was lost for reasons beyond the control of the Company, including through the loss of an access to the authorized email or disclosure of the User’s password, until the Company has received a corresponding notice from the User.

10.10. The User bears the risks and liability for any actions taken by third parties on behalf of the User through the User’s Account or Wallet, as well as through applications and software installed on the User’s devices, or by means of the User’s identification/authentication/authorization data in the Platform, including in cases where access is lost for reasons beyond the control of the Company, until such time as the Company receives from the User a corresponding written notice.

10.11. The User bears all risks and liability arising from the execution of transactions not authorized by the owners of the funds or Virtual Assets.

10.12. The Company shall not be liable to the User for delays or interruptions in the operation of technical platforms, transport networks, or communication networks, where the Company is not at fault.

10.13. The Company shall not be liable for any damage of any kind suffered by the User as a result of the disclosure by the User of their authentication information, emails containing authentication data, password, or personal data, or where such data becomes accessible to third parties due to the User's negligence.

10.14. FINARIUM shall not be liable for losses of the User arising from unlawful actions of third parties.

10.15. The Company shall not be liable for failure to execute an operation where the User fails to comply with the requirements and conditions set out in these Terms.

10.16. Nothing in these Terms shall exclude or limit the liability of either party for fraud, death, or personal injury caused by negligence, violation of law, or any other activity that cannot be lawfully limited or excluded.

11. GOVERNING LAW AND JURISDICTION

All disputes arising between FINARIUM and the User in connection with this Agreement, as well as any other matters not provided for herein, shall be resolved by mutual agreement. In the absence of mutual agreement, such disputes shall be resolved under English law in the courts of Cyprus.

12. FORCE MAJEURE

12.1. For the purposes of this Agreement, Force Majeure shall mean any event or circumstance beyond the reasonable control of a Party, which prevents or materially hinders the performance of its obligations under this Agreement, provided that such event or circumstance could not have been reasonably foreseen, prevented, or mitigated by the affected Party.

12.1.1. Such events include, but are not limited to:

12.1.1.1. Natural disasters (such as floods, earthquakes, hurricanes, or fires);

12.1.1.2. Acts of war, hostilities (whether declared or undeclared), invasion, act of foreign enemies, terrorism, civil war, rebellion, revolution, insurrection, or military or usurped power;

12.1.1.3. Riots, civil commotion, strikes, lockouts or other industrial disturbances;

12.1.1.4. Epidemics, pandemics, or quarantine restrictions;

12.1.1.5. Disruptions or failures in telecommunications, banking, or payment systems that are not due to the negligence of the affected Party;

12.1.1.6. Cyber-attacks or other malicious acts affecting critical systems;

12.1.1.7. Any other event that is beyond the reasonable control of the affected Party.

12.2. The Party affected by a Force Majeure event shall promptly notify the other Party in writing within 5 business days of becoming aware of such event, providing sufficient details of the nature of the Force Majeure and its expected duration and impact on the performance of its obligations.

12.3. During the period of Force Majeure, the affected Party shall be relieved from liability for non-performance or delayed performance of its obligations under this Agreement to the extent that and for as long as the performance is affected by the Force Majeure event. The Parties shall use all reasonable efforts to mitigate the effects of the Force Majeure event and to resume the performance of their obligations as soon as reasonably possible.

12.4. Force Majeure shall not relieve a Party from obligations to pay any amounts due under this Agreement, except where the payment systems themselves are directly impacted by the Force Majeure event.

13. CONFINEDNTIALITY

The Privacy Policy of the Platform sets out, in particular, the terms of collection, processing, storage, use, dissemination, and protection of the User's personal information, as well as the transfer of information about the User to law enforcement and other state authorities. The text of the Privacy Policy is available on the Website.

14. TERM AND TERMINATION

14.1. The Terms commence on the date when the User accepts them (as described in the preamble above) and remain in full force and effect for so long as the User accesses or uses the Platform, Website, or Services, unless terminated earlier in accordance with this Section 14.

14.2. FINARIUM may, at any time and for any reason, cease providing access to any or all of the Platform, Website, or Services, and/or terminate the Terms. Without limiting the foregoing, FINARIUM may also terminate the User's access to any or all of the Services.

14.3. Except as set forth in Section 14.4, these Terms will be of no further force and effect with respect to the User if the User ceases all use of the Services and Platform and no longer visits the Website.

14.4. Upon termination of any of the Services, the User's right to use the Platform, Website, and the relevant Services will automatically terminate immediately.

15. FINAL PROVISIONS

FINARIUM reserves the right, at its sole discretion, to unilaterally amend or supplement the terms of these Terms and/or to discontinue compliance with these Terms at any time. In the event FINARIUM makes amendments to these Terms, such amendments shall take effect from the moment the revised text of the Terms is published on the Internet, unless another effective date is specified at the time of such publication.