

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY. BY ACCESSING AND/OR USING OUR WEBSITES AND SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS YOUR RESPONSIBILITY TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR WEBSITES OR OUR SERVICES.

Who are we?

Request Finance (hereinafter "Request" or "Request Finance") is a French "société par actions simplifiée" (simplified joint stock company) with a capital of 1000 euros, whose headquarters is located at 722 Route de Norcier - 74160 Saint-Julien-en-Genevois; registered in the Thonon-les-Bains RCS under No. 880 400 106, and represented by its President, Mr. LASSUYT Christophe.

The crypto-to-fiat services are covered by specific T&Cs and are provided by Request Technologies UAB, a private limited liability company registered in the Republic of Lithuania with company registration number 306291868 and registered office Gedimino avn. 20, Vilnius, the Republic of Lithuania (hereinafter "Request Technologies"). Request Technologies UAB services in the text will be used as subsidiaries' services.

The Request protocol is provided by Request Network Stiftung, Baarerstrasse 82, % Abafin Treuhand AG - 6302 Zug, Switzerland.

What should you know at a glance?

- **Acceptance.** By using our Services, you agree that you have read, understood, and accept all of the Terms & Conditions, [the Cookie Policy](#), and [the Privacy Policy](#).
- **"You" or "your"** means you as a professional and the company (and its employees), organization, and/or entity electronically accessing our Services.
- **Our DNA.** Request Finance is a professional web application for Companies, DAOs, and professionals to easily manage crypto invoices, salaries, and expenses in a fast and non-custodial way. You will find a non-exhaustive list of our Services [here](#).
- **Privacy.** We respect your privacy, as explained in the [Cookie Policy](#) and [Privacy Policy](#).
- **DPA.** The DPA attached to these T&Cs governs the processing of personal data carried out on Your behalf, as a data controller, by Request Finance, as a data processor.
- **Termination.** You may request to terminate your account anytime at support@request.finance.
- **IP.** All legal rights, including all intellectual property rights, are Request's property.
- **Disclaimer.** Request does not monitor, authorize, or check the correctness or completeness of transactions before you authorize them.
- **Warranty.** OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE".
- **Liability.** TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, REQUEST WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS ARISING FROM YOUR USE OF OUR SERVICES.
- **Law & jurisdiction.** Use of our Services is governed by the laws of France and subject to the exclusive jurisdiction of the commercial court of Paris.

What about these Terms & Conditions?

These Terms & Conditions (hereinafter "T&Cs" or "Terms & Conditions") govern the use of our "Services". Services include (a) the access and use of Request websites (including its subdomains and subsidiaries services) and applications, (b) tools, reporting, and related technologies, (c) all software, features, files, source code, scripts, content, instruction sets, Application Program Interfaces (API) as well as any related documentation, (d) any future or other related service or contractual relationship with Request.

By using our Services, you agree that you have read, understood, and accepted all of the T&Cs, the [Cookie Policy](#), the [Privacy Policy](#), and any other specific T&Cs depending of your use of our Services. You must not use the Services if you don't agree with those terms. You are responsible for ensuring that all persons who access or use the Services through your device, company account, or internet connection are aware of those documents and that they comply with them.

Request reserves the right to amend or otherwise modify these T&Cs at any time. In such cases, Request will appropriately inform you of these changes. Such changes will only affect our relationship in the future. The continued use of the Services signifies your acceptance of the revised T&Cs. You can obtain previous versions at first demand. If you do not accept the new T&Cs, you must stop using our Services and terminate your account immediately.

How to access our Services?

Account registration and termination

To use all features of our Services, you may have to create a user account by providing all required data and information and keeping it updated. Failure to do so can cause the unavailability of some Services. If you forget your password, you must click on "Forgot your password?" and enter your e-mail address. You will then receive an email with instructions to set a new password. Insofar as the creation of an account allows access to all of our Services; Request reserves the right to extend the validity of your account to all of our Services, websites, or applications when you create an account on any of our Services, websites, or applications.

If you are a minor or a protected person, you declare and acknowledge that you have obtained the authorization of the holder(s) of your parental authority, your employer, or of your guardian, who agree to be guarantors of the respect of all the provisions of the present T&Cs, and who is responsible for your use of our Services.

You can terminate your account and stop using our Services anytime (unless we or our partners suspect you are doing so to evade investigation) by directly contacting Request at support@request.finance. All amounts due and/or paid for any monthly or annual subscription are acquired upon subscription and cannot be refunded. Concerning the:

- annual subscription, the contract will be renewed for the same duration and excluding any discount and commercial gesture granted the first year, in the absence of denunciation by you at least two (2) months prior to the anniversary date;
- monthly subscription, the contract may be terminated at any time without prior notice.

Confidentiality and use of the account

You are responsible for keeping your login credentials confidential and safe. For this reason, you must also choose a password that meets the highest standards of strength. We recommend making it long and using a mix of characters. In no event shall Request be liable for the loss or theft of your login Information or its fraudulent use. You are solely responsible for using your account by others and for actions or statements made through it, whether fraudulent or not. You hold Request harmless from any such claim caused by your fault or negligence.

You are required to immediately and unambiguously inform Request at privacy@request.finance if you think your personal information, including but not limited to account, access credentials, or personal data, has been violated, unduly disclosed, or stolen.

Minimum configuration of your computer

Use of our Services requires that you have compatible computer equipment, an Internet connection, and a compatible web browser. All costs related to access to the Services and its use, whether hardware, software, or internet access costs, are exclusively at your expense. You are solely responsible for the proper functioning of your computer equipment and its access to the Internet. Our Services may become inaccessible or may not function properly with your web browser, mobile device, and/or operating system without entitling you to any claim or compensation.

Availability of our Services

Our Services are accessible 24 hours a day, 7 days a week, subject to (i) the occurrence of a case of force majeure, (ii) an event beyond the control of Request, or (iii) an interruption, suspension, or limitation in the context of maintenance and/or updating operations necessary for the proper functioning of our Services.

Request is only bound by an obligation of means concerning the accessibility, operation, and/or availability of the Services. Request reserves the right to interrupt, suspend or limit access without prior notice to all or part of its Services, mainly due to legal, technical, or commercial constraints. It will not give rise to any obligation or compensation.

Account suspension and deletion

Request reserves the right, at its sole discretion, to suspend or delete any user account and/or domain name and wallet linked to it that it deems inappropriate, suspect, offensive, or in violation of these T&Cs at any time and without prior notice. Such suspension or deletion shall not entitle you to any claims for compensation, damages, or reimbursement. The suspension or deletion of the account is without prejudice to any other damages that Request may seek in such a case.

In addition to the above, Request is required by law to delete an account in case of inactivity for 24 (twenty-four) consecutive months. This period is calculated from your last connection to your account. You will be informed by email of the upcoming deactivation of your account during the month preceding the deactivation.

What are our Services, fees, and commitments?

Unless otherwise specified or recognizable, all content available on our Services is owned or provided by Request or its licensors. Request undertakes its utmost effort to ensure that the content provided on Request infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of any third party to enforce their rights, you are kindly asked to preferably **report related complaints at support@request.finance**.

Our Services

You can find more about our Services [here](#). Our Services are provided "as is", "as available" and without any other guarantees than those mentioned in those T&Cs. No advice or information, whether oral or written, obtained during your use of the Services is likely to create any warranty.

Our fees

The fees for our Services are indicated and updated [on this page](#) and/or before any transaction and/or in the quotation made for your particular needs. If any, the fees, which are indicated before the transactions, are deducted directly from your wallet whenever you use our Services. Request reserves the right to modify its prices at any time while guaranteeing the application of the fees in force on the day you use the Services. Request reserves the right to offer promotional offers on its Services from time to time. Any promotional offer

will be subject to these T&Cs, which will prevail in case of disagreement or inconsistency between the terms of the promotional offer and those of the T&Cs.

Rights regarding our content - All rights reserved

Without prejudice to any more specific provision of these T&Cs, any intellectual property rights, such as copyrights, trademark rights, know-how, illustrations, logo, patent rights, and design rights related to Request, are the exclusive property of Request or its licensors and are subject to the protection granted by applicable laws or international treaties concerning intellectual property. You may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Services. In particular, but without limitation, you may not copy, download, share, modify, translate, transform, publish, transmit, reverse engineer, decompile, decipher, sell, sublicense, edit, transfer/assign to third parties, or create derivative works from the content available on our Services, nor allow any third party to do so through your account or your device, even without your knowledge. It is also strictly forbidden to represent, sell, reproduce, and/or exploit, in particular for commercial purposes, our websites and applications or one or more of its elements, in whole or in part, in any form and by any means whatsoever, including by "web scraping" techniques, without the prior written consent of Request. Any total or partial reproduction or representation of our Services and/or one or more of its elements, without the prior written permission of Request, constitutes an infringement of the intellectual property rights of Request and/or of the third party licensor and can result in civil and/or criminal proceedings. The information published on our Services is provided strictly and exclusively for information purposes. Request does its best to keep the website up to date and to disseminate reliable and lawful information. However, despite all the care and attention given to the selection of sources and the drafting of content and information, Request cannot guarantee the integrity, accuracy, completeness, timeliness, or other quality of the information published on our Services, except for information relating to prices and essential characteristics of our Services.

Where explicitly stated on our Services, you may download, copy or share some content for personal and non-commercial use, provided that the copyright attributions are correctly implemented. Any applicable statutory limitation or exception to copyright shall stay unaffected.

Your content

Request may allow you to upload, share or provide your content on our Services. By providing content, you confirm that you are legally allowed to do so and that you are not infringing any statutory provisions and/or third-party rights. You acknowledge and accept that by providing your own content on our Services, you grant Request a non-exclusive, fully paid-up, and royalty-free license to process such content solely for the operation and maintenance of our Services, as contractually required. To the extent permitted by applicable law, you waive any moral rights concerning the content you provide in such a case.

You are solely liable for any content you upload, post, share, or provide. You acknowledge and accept that Request does not filter or moderate such content. However, Request reserves the right to remove, delete, block, or rectify such content at its discretion and to, without prior notice, deny your access to our Services (i) if any complaint based on such content is received; (ii) if a notice of infringement of intellectual property rights is received; (iii) upon order of a public authority; or (iv) where Request is made aware that the content may represent a risk for other users, third parties and/or the availability of our Services.

The removal, deletion, blocking, or rectification of content shall not entitle anybody to compensation, damages, or reimbursement claims.

The DPA attached to these T&Cs governs the processing of personal data carried out on Your behalf, as a data controller, by Request Finance, as a data processor.

External resources

Through our Services, you may have access to external resources or services provided by third parties (Metamask, Gnosis safe, etc.). You acknowledge and accept that Request has no control over such

resources and services and is, therefore, not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law. Request has not conducted any security audit, bug bounty, or formal verification (whether internal or external) of the apps integrated or connected to our Services. Request has no control over, does not recommend, endorse, or otherwise take a position on the integrity, functioning of content, and your use of these apps, whose sole responsibility lies with the person from whom such services or content originated. When you access or use those apps, you accept that there are risks in doing so and that you alone assume any such risks when choosing to interact with those apps. Request shall be not liable for any errors or omissions or any damages or loss you might suffer through interacting with those external applications and resources, save for the cases, where such liability limitation is not enforceable under applicable laws.

API usage terms

Any use of our API service, including the API through a third-party product/service that accesses our Services, is bound by these T&Cs. You expressly understand and agree that Request bears no responsibility and shall not be held liable for any damages or losses resulting from the incorrect use of our API or your use of any third-party products/services that access data through our API. You always remain responsible for the integration and use of our API.

Maintenance and support

Corrective and update maintenance

The purpose of corrective maintenance is to correct all Anomalies (being understood as a bug or a malfunction) that may be found in our Services. It is to be specified that this does not concern the Anomalies that could be due to the crypto wallets, exchange accounts, custody solutions, API, or any third-party product/service or component connected to our Services.

You shall notify Request of any Anomaly you find via the in-app chat or by email at support@request.finance; attempting to give a maximum of useful information so that Request may characterize the incident. Request shall then proceed to the diagnosis of the Anomaly, including verifying whether its origin is related to our Services or not. Request shall inform you of the results of this diagnosis promptly.

Request ensures the evolutionary maintenance of the Services. The nature and the frequency of these updates shall be left at Request's discretion. You expressly agree that the updates shall be performed automatically and without prior notice.

There is no right to maintain previous versions of our Services or to any corrective maintenance.

Technical support

Besides Anomalies and any questions related to our Services, Request provides technical support consisting of assistance and advice. Such support can be provided through the in-app chat or at support@request.finance.

Liability and indemnification

No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REQUEST, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS, AND EMPLOYEES BE LIABLE FOR:

- ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF

TOKENS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICES;

- ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, SCAM, FRAUD, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR ACCOUNT OR THE INFORMATION CONTAINED THEREIN;
- ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OUR SERVICES;
- PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICES;
- ANY UNAUTHORIZED ACCESS TO OUR SECURE SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES;
- THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY USING OUR SERVICES.

IN NO EVENT WILL REQUEST AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS, AND EMPLOYEES- AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED 1 TIMES THE TOTAL AMOUNTS PAID TO REQUEST UNDER THIS AGREEMENT IN THE 3 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100, WHICHEVER IS LESS.

THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN THESE CASES.

NOTHING IN THESE T&Cs SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, FOR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY THAT, BY LAW, MAY NOT BE LIMITED OR EXCLUDED.

REQUEST, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS, AND EMPLOYEES DO NOT WARRANT:

- THAT THE SERVICES WILL MEET YOUR REQUIREMENTS;
- THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR

LOCATION, UNINTERRUPTED OR SECURE;

- THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE

SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES ARE DOWNLOADED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE

TO YOUR OR THIRD-PARTY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE OF THE SERVICES.

IN ADDITION, FOLLOWING ARTICLE 1218 OF THE FRENCH CIVIL CODE, THE RESPONSIBILITY OF REQUEST SHALL NOT BE ENGAGED, IN A GENERAL WAY, IN ALL THE CASES WHERE THE NON-PERFORMANCE OR THE BAD EXECUTION OF ITS SERVICES AND/OR OBLIGATIONS WOULD RESULT FROM A CASE OF FORCE MAJEURE OR FORTUITOUS EVENT INDEPENDENT OF ITS WILL.

THIS T&Cs DOES NOT CREATE OR IMPOSE ANY FIDUCIARY DUTIES ON REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT REQUEST OWES NO FIDUCIARY DUTIES OR LIABILITIES TO YOU OR ANY OTHER PARTY.

Risk of cryptocurrencies

By utilizing our Services, you represent that you understand the inherent risks associated with cryptographic systems; and warrants that you have an understanding of the usage and intricacies of native cryptographic tokens, like Ether (ETH) and USDC, DAI, etc., smart contract-based tokens such as those that follow the Ethereum Token Standard, protocols and blockchain-based software systems. By using our Services, you acknowledge and agree (i) that Request or related entities are not responsible for the operation of the underlying cryptographic systems, software, and networks; (ii) that there exists no guarantee of the functionality, security, or availability of such cryptographic systems, software and networks; and (iii) that the underlying protocols are subject to sudden changes in operating rules (known as "Forks"), and that such Forks may materially affect the Services. Any use or interaction with cryptographic systems requires a comprehensive understanding of applied cryptography and computer science to appreciate inherent risks. You acknowledge that Request might discretionarily decide not to support (or cease supporting) forked networks or any network without prior notice. You also acknowledge and agree that Request assumes no responsibility whatsoever regarding any underlying software protocols, whether forked or not. Our Services rely partly on third-party and open-source software, including the Ethereum Blockchain, and the continued development and support. There is no guarantee that those third parties will maintain their support of their software or that open-source software will continue to be maintained. This may have a material adverse effect on our Services.

You also acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances, such as the development of quantum computers, may present risks to cryptographic systems, software, and networks. It could result in the theft or loss of any user's cryptographic tokens or property.

You also understand that blockchain technologies and associated currencies or tokens are highly volatile due to many factors, including but not limited to adoption, speculation, technology, and security risks. You accept that the cost of transacting on such technologies is variable and may increase at any time, causing an impact on any activities taking place on any blockchain. You are responsible for identifying and satisfying all such additional fees and charges.

You acknowledge these risks and represent that Request or any related entity or person cannot be held liable for such fluctuations or increased costs.

Request makes no guarantee as to the security of any blockchain or protocol. Request is not liable for hacks, double spending, stolen digital assets, or blockchain attacks.

The cryptographic systems, software, and networks, ecosystem including our Services, could be impacted by one or more local regulatory inquiries or regulatory actions, which could impede or limit the ability of Request to continue to maintain its activities, or which could impede or limit your ability to access or use our Services.

Before interacting with any protocol, you must always conduct your own due diligence and ensure you comply with all applicable legal and regulatory requirements, including with respect to virtual assets, taxes, securities, and other regulations in your jurisdiction.

Security & compliance

Request enables you to operate transactions directly on a supporting blockchain and to organize and track them. All transactions are conducted directly by you, and you are responsible for all information provided through our Services to effect such transactions. You are solely responsible for evaluating any code or protocol provided by Request. This warning and others later provided by Request in no way evidence or represent an ongoing duty to alert you of all potential risks of utilizing our Services.

The transaction details you submit via our Services may not be completed or substantially delayed due to activity or lack thereof on the blockchain used to process the transaction. Once transaction details have been submitted through your wallet, Request cannot assist you in cancelling or modifying your transaction details. Request is not an international payroll or accounting provider and does not provide compliance solutions for payroll and accounting processing. You are solely responsible for compliance with all local laws and regulations. Request makes no warranties that using its Services to facilitate transactions, involving digital assets, enables you to meet any such obligations.

What we don't offer?

By accessing or using our Services, you understand that:

- Request Finance is an unregulated platform based on DeFi;
- Request Technologies is merely a VASP technology service and is not a bank, a PsP, or a money transmitter. We extensively use third parties PsPs to deliver our crypto-to-fiat services. These partners are solely responsible for the safety and safe handling of the funds.

We do not provide a payment service according to Directive 2015/2366/EC on payment services in the internal European market. When you accept these Terms of Service, you consent to us using third parties to provide you with a payment service.

What about you?

By using our Services, you:

- agree you will pay our fees, in time and accordingly to these T&Cs, otherwise we may revoke your rights to the Services without prior notice;
- agree to use it in good faith and not to make any use of the Services that would be contrary to or violate any laws, regulations, or any third-party rights;
- won't use our Services in any way that could infringe on Request's rights or that could cause damage to Request and its partners;
- won't use our Services in such a way as to undermine the integrity of Request's technical infrastructure, particularly its computer servers;
- won't use our Services to scam, bribe, or participate in any fraud aimed at a third party or another user of our Services;
- are solely responsible for the information you upload or provide Request and undertake to furnish and update factual, correct, current, and complete information with regards to yourself as may be requested. If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Request will have sufficient grounds and rights to suspend and/or terminate your account;
- must be a legally incorporated and existing company or a natural person of legal age in its jurisdiction. You also agree to provide on-demand, legitimate and lawful documentation proving such status if requested or required by Request;

- must have the full right, power, and authority to enter into and comply with these T&Cs on behalf of yourself and/or of any company or legal entity;
- must not be, and will not be, located in any jurisdiction that is subject to an embargo by the United Kingdom, the European Union, or the United States;
- must not be on any list of prohibited or restricted parties by those foregoing. For example, on the HMT Sanctions List, the U.S. Treasury Department's Office of Foreign Asset Control's sanctions lists, the U.S. commerce department's consolidated screening list, the EU consolidated list of persons, groups, or entities subject to EU Financial Sanctions. Nor do you act on behalf of a person sanctioned thereunder;
- must understand the functionality, usage, storage, transmission mechanisms, and intricacies associated with tokens, blockchain technology, and related software systems;
- acknowledge and agree that it is your responsibility to ensure that the correct address is entered when you transfer a digital asset from your wallet to any external address (and only the supported digital assets are selected for such transfers). The transfer of any digital asset to an incorrect address or the transfer of any kind of digital asset that is not supported will result in the irreversible loss of such digital assets. Request shall bear no liability for any such loss;
- remain responsible for not making double payments;
- must understand that transactions on the blockchain are irreversible and may not be erased and that your wallet address and transactions are displayed permanently and publicly, and that you relinquish any right of rectification or erasure of personal data;
- will comply with any applicable tax and compliance obligations arising from your use of our Services (such as payment of taxes, display of legal notices, etc.);
- will not misuse or gain unauthorized access to our Services by knowingly introducing viruses, cross-site scripting, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or other harmful programs or similar computer code designed to affect our Services adversely. If you do so or otherwise attack our Services, Request reserves the right to report any such activity to the relevant law enforcement authorities, and we will cooperate with those authorities as required;
- won't use our Services to transmit tokens that are proceeds of criminal or fraudulent activities or to launder any funds;
- agree to defend, indemnify and hold Request and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from your violation of these T&Cs, your violation of any third-party rights, your violation of any statutory law, rule, or regulation or any willful misconduct.

Good to know

No Waiver

Request's failure to assert any right or provision under these T&Cs shall not constitute a waiver of these last. No waiver shall be considered a further or continuing waiver of such term.

Partners Policy

Request works with partners to provide you with some services and products. By using these specific services, you accept their T&Cs. Below, and for your convenience only, is a list of links referring to our partners' T&Cs for such services and products:

- For Crypto-to-Fiat:
 - o Reap - <https://reap.global/terms-conditions>
 - o Bridge - <https://www.bridge.xyz/legal>
 - o Koywe - <https://www.koywe.com/EN/terms>
 - o Kraken - <https://www.kraken.com/legal>
 - o Safeheron - <https://support.safeheron.com/help-center/product-and-solution/support/safeheron-user-and-privacy-agreement#id-1.-acceptance-of-terms>
 - o Triple-A - <https://www.triple-a.io/privacy-and-terms-policy>
- For insurance with OpenCover: [Here](#)

Foreign access

Our websites and Services are controlled, operated, and administered by Request from France. If you access them from a location outside of France, you are responsible for compliance with your local laws. You agree that you will not use Request's content accessed through our websites and Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Privacy policy

To learn more about our use of personal data, you can refer to our [Privacy Policy](#).

Assignment of contract & Independence of the parties

Request reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these T&Cs. You may not assign or transfer your rights or obligations under these T&Cs in any way without the written permission of Request.

Nothing in these T&Cs creates any employment, agency, or partnership relationship between the involved parties.

Contacts & Notice

Communications relating to the use of our Services must be sent to support@request.finance. You must also give notice to Request at support@request.finance. Such notice shall be deemed given within 24 hours of confirmed transmission.

Severability, Language & Entire Agreement

These T&Cs, with the Cookie policy and Privacy policy, are the entire contract between you and Request regarding our Services and apply to the maximum extent permitted by relevant law. If a court holds that Request cannot enforce a part of these T&Cs as written, you and Request will replace those terms with similar terms to the extent enforceable under the relevant law. The rest of these T&Cs will remain in effect. These T&Cs supersede any prior contract or oral or written statements regarding your use of our Services. These T&Cs are concluded in English, and all communications shall be in English, including any notices or information being transmitted. Suppose these T&Cs or any part of them are translated (for any proceedings, for your convenience or otherwise) into any other language. In that case, the English text of these T&Cs shall prevail (except where expressly prohibited by law).

Governing law, Jurisdiction & Amicable dispute resolution

THESE T&CS ARE GOVERNED BY FRENCH LAW. THE EXCLUSIVE COMPETENCE TO DECIDE ON ANY CONTROVERSY RESULTING FROM OR CONNECTED TO THESE T&CS LIES WITH THE COMMERCIAL COURT OF PARIS.

WHILE YOUR RIGHT TO TAKE LEGAL ACTION SHALL ALWAYS REMAIN UNAFFECTED, IN THE EVENT OF ANY CONTROVERSY REGARDING THE USE OF OUR SERVICES, YOU MUST ALWAYS CONTACT REQUEST AT SUPPORT@REQUEST.FINANCE. REQUEST WILL PROCESS THE COMPLAINT WITHOUT UNDUE DELAY AND WITHIN 30 DAYS OF RECEIVING IT.

Annex 1 - Data Processing Agreement

This Data Processing Agreement ("DPA") is a part of the T&Cs. You will be referred to as the "Company" or the "Data Controller" and Request as the "Data Processor" or "Processor".

WHEREAS

1. The Company acts as a Data Controller.
2. The Company wishes to benefit from the Services, which imply the processing of personal data by to the Data Processor.
3. The Parties seek to implement a DPA that complies with the requirements of the current legal framework in relation to data processing and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).
4. The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:

- "DPA" means this Data Processing Agreement;
- "Company Personal Data" means any personal data processed by the Processor or a Subprocessor on behalf of the Company;
- "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- "EEA" means the European Economic Area;
- "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- "GDPR" means EU General Data Protection Regulation 2016/679;
- "Data Transfer" means:
 - o a transfer of Company Personal Data from the Company to the Processor; or
 - o an onward transfer of Company Personal Data from the Processor to a Subprocessor, or between two establishments of the Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

- "Subprocessor" means any person appointed by or on behalf of the Processor to process Company Personal Data.

The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Responsibilities

The Processor shall comply with GDPR in the processing of Company Personal Data. The Company will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws.

In particular but without prejudice to the generality of the foregoing, the Company acknowledges and agrees that it will be solely responsible for: (i) the accuracy, quality, and legality of data and the means by which it acquired it; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Company Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring it has the right to transfer or provide access to, the Company Personal Data to the Processor and SubProcessors. The Company will inform the Processor without undue delay if it is not able to comply with its responsibilities under this section or applicable Data Protection Laws.

The Company shall ensure that the processing of Personal Data in accordance with its instructions will not cause Company to be in breach of the Data Protection Laws. The Company shall not provide or make available to Processor any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify the Processor from all claims and losses in connection therewith.

3. Processor Personnel

The Processor shall take reasonable steps to ensure the reliability of any employee, agent, or Subprocessor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Company Personal Data, and to comply with applicable laws, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security & Instructions

Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall, in relation to the Company Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

The Company agrees that this DPA, together with the Company's use of the Services, constitutes the complete instructions in relation to the processing of Company Personal Data.

The Company is responsible for independently determining whether the data security provided meets its obligations under applicable Data Protection Laws. The Company is also responsible for its secure use of the Services, including protecting the security of Company Personal Data in transit to and from the Services (including securely backup or encrypting any such Company Personal Data).

5. Subprocessing

The Company agrees the Processor may engage Subprocessors to process Company Personal Data on its behalf. First, the Processor may engage Subprocessors to assist with hosting and infrastructure. Second, the Processor may engage with Subprocessors to support product features and integrations. Third, the Processor may engage with affiliates as Subprocessors for service and support. Some Subprocessors will apply to the Company as default, and some Subprocessors will apply only after opt-in. We will inform you of

any planned changes concerning the addition or replacement of other Subprocessors. Where the Processor engages Subprocessors, the Processor will impose data protection terms on the Subprocessors that provide at least the same level of protection for Company Personal Data as those in this DPA (including, where appropriate, standard contractual clauses), to the extent applicable to the nature of the services provided by such Subprocessors. The Processor will remain responsible for each Subprocessor's compliance with the obligations of this DPA and for any acts or omissions of such Subprocessor that cause a breach of our obligations under this DPA.

6. Data Subject Rights

Taking into account the nature of the processing, the Processor shall assist the Company, insofar as this is possible, for the fulfilment of the Company's obligations, as reasonably understood by the Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws. The Company will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. The Company is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to the Data Processor, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

The Processor shall:

- promptly notify the Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data, and
- ensure it does respond to that request as required by Applicable Laws to which the Processor is subject.

7. Personal Data Breach

The Processor shall notify the Company without undue delay upon the Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Processor shall co-operate with the Company and take reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to the processing of Company Personal Data.

9. Deletion or return of Company Personal Data

The Processor shall promptly and, in any event, within two months from the date of cessation of any services involving the Processing of Company Personal Data (the "Cessation Date").

10. Data Transfer

The Processor may transfer or authorize data transfer to countries outside the EU and/or the European Economic Area (EEA). If personal data processed under this DPA is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses or other proper applicable legal grounds for transfers of the personal data outside the EEA in accordance with the GDPR.

11. Audit

Subject to this section, the Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement.

12. Processor's Role as a Controller.

The Data Processor will process its accounts data and usage data as a controller (i) to manage the relationship with the Company; (ii) to carry out its core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Company; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which it is subject; and (vi) as otherwise permitted under Data Protection Laws and in accordance with this DPA and the Agreement. Processor may also process usage data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Data Protection Laws.

13. Details of Processing

The Processor will process the Company's Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Company's instructions as set forth in this DPA. The nature of processing includes, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry;
- Protecting data, including restricting, encrypting, and security testing;
- Holding data, including storage, organization, and structuring;
- Erasing data, including destruction and deletion;
- Analyzing data, including product usage assessment;
- Sharing data, including disclosure to subprocessors as permitted in this DPA.

Processor will process Company's Personal Data as long as required (i) to provide the Services to it under the Agreement; (ii) for its legitimate business needs; or (iii) by applicable law or regulation.

Processor processes Personal Data contained in account data, usage data, and any Personal Data provided by the Company or collected by the Data Processor in order to provide the Services or as otherwise set forth in the Agreement or this DPA. Categories of Personal Data include name, email, job title, username, device identifiers, IP address, background check verification records (at discretion of Processor), etc.