GENERAL TERMS AND CONDITIONS OF USE OF YOUHODLER

Last updated: 31st July 2025

These General Terms and Conditions of Use of YouHodler (hereinafter, "**General Conditions of Use**"), define the general rules for the use of the services offered by YouHodler, S.A., through the Platform, which are applicable to the contractual relationship between:

A. The User (hereinafter referred to as the "**User**" or "**Client**", indistinctly); and

B. **YouHodler Italy, S.r.l.**, a company duly registered under the laws of Italy, with registered office at Via del Lauro n. 9, Milano, Italy, registered in the company register of Milan Monza Brianza Lodi under the number 12481390966, and holder of the tax identification number 12481390966, and registered as Virtualasset Service Provider ("VASP") at Organismo Agenti e Mediatori ("OAM") sezione speciale registro cambiavalute , under number PSV 58 (hereinafter referred to as "**YouHodler**", "**Company**", or "**YHIT**", indistinctly).

The Client and the Company shall be referred to jointly and interchangeably as the "**Parties**" and, individually, as the "**Party**".

Please read this General Conditions of Use carefully and in its entirety. The Client may not use Cryptoasset(s) if there are applicable legal restrictions in their country of residence. The Client may be restricted by their jurisdictions of residence from participating in any service related toCryptoassets provided by the Company, based on these Terms and Conditions.

The Client has full responsibility when entering into these Terms and Conditions and shall be considered liable in the event where they provide the Company with any misleading information when requested with respect to the legal framework applicable in their country of residence. The Company bears no responsibility whatsoever in the event of unlawful transaction with the Client.

1. DEFINITIONS

For the purpose of this Terms and Conditions, and unless expressly indicated otherwise, capitalised terms used herein have the respective meanings ascribed specifically to them or, failing that, the one indicated below. Words in the singular form include the plural form, and vice versa.

2FA	means a security feature that requires the Client to confirm their identity using two different methods before accessing their account or authorizing a transaction. Typically, this includes entering a password and then confirming a code sent by SMS, email, or an authentication app (e.g. Google Authenticator).
Application	Means the application for mobile devices, which is available on Android and iOS Apple, and through which the Platform can be accessed.
Business Relationship	means a business, professional or commercial relationship connected with the professional activities of the Company and which was expected, at the time when the Agreement was established, to have an element of duration.

The Business Relationship primarily covers (1) the Client and, if there is no Client, the person acting on behalf of the Client by law or contract; (2) where applicable, the Client's beneficial owner(s).

Conversion Service means the service offered by the Company consisting of the execution of spot transactions for selling and buying of Cryptoassets by using Fiat, and for converting Cryptoassets into other Cryptoassets, under the any of the following models defined by MiCA:

- "Exchange of Cryptoassets for funds by using proprietary capital" (Article 3.1.(19) MiCA);
- "Execution of orders for Cryptoassets on behalf of the Client" (Article 3.1.(21) MiCA).

Conversion Transaction(s) means any operation carried out through the Platform whereby one type of Cryptoasset or Fiat Currency is exchanged for another Cryptoasset, based on the prevailing rates available at the time of execution.

Custody Account means the digital storage solution, consisting of a digital address on the blockchain (wallet), whether hot or cold storage solutions, provided by the Company to the Client for the safekeeping and safeguarding of the Client's Cryptoassets, whereby the Company holds and protects the assets on behalf of the Client in accordance with MiCA. The Cryptoassets remain the Client's property and are segregated from the Company's own holdings, as well as of the other Clients.

Cryptoasset(s) refers to those Cryptoassets supported and made available at the Platform for use in connection with the Custody Service offered by the Company. The Company only supports Cryptoassets which fall under the definition of tokens other than Asset-reference Tokens (ARTs) and Electronic Money Tokens (EMTs) as defined under MiCA, as well as EMTs whose issuer has been duly authorised as Electronic Money Institutions (EMIs) in accordance with Article 48 of MiCA, and operate under Directive 2009/110/EC[1], as transposed into national legislation by the competent Member State;

Funds or Fiat Currency means an official currency of a country that is issued by a central bank or other monetary authority.

Force Majeure Event refers to those unforeseeable events or events that, foreseeably, would have been impossible to avoid, as well as those that are beyond the control of the Company, and that objectively may delay the fulfillment of the obligations established in these General Conditions of Use, including, but not limited to, natural phenomena, government measures, new regulations, acts of terrorism, demonstrations, fires, shortages, explosions, floods, epidemics, pandemics, quarantines, factory blockades, travel quarantines, satellite or telecommunications problems, unavailability of the Internet, strikes or other labor disputes (whether or not affecting the Company's employees),

[1] Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC (Text with EEA relevance).

accidents, breakdowns in factories, impediments or delays on the part of carriers, impossibility or delay in obtaining adequate and necessary supplies or equipment, embargoes, seizures or other measures taken by or by order of an apparently competent authority.

Intellectual and Industrial Property Law refers to copyright, patents, designs, know-how or any other intellectual or industrial property rights, past, present and future, including, without limitation, any patents, trademarks, designs, database rights, know-how, trade secrets, Confidential Information, trade and business names and any other similar rights protected in any country, whether registered or not, as well as requests for any of these rights.

Liquidity Provider refers to the major exchange venues connected or somehow integrated in the Platform via API, whereby Cryptoassets pricing is set and Orders may be executed, depending on the model of conversion applied by the Company.

MiCA: It refers to the Regulation 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in Cryptoassets, and amending Regulations (EU) Nº 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.

Platform refers to the platform available at: https://app.youhodler.com/sign-in, which can be accessible through the website https://www.youhodler.eu or through the mobile app available in Appstore or Playstore, whereby the Company offers the Services.

Services refers to the products and services offered by the Company through the Platform, which are listed in Clause 4.1 below.

Slippage refers to the variance between the exchange rate shown to the Client at the moment of initiating a conversion transaction and the price at which the conversion is ultimately executed. This may occur due to the price fluctuations in market conditions during the time between the Client's confirmation and the actual settlement of the conversion.

Wallet refers to a digital wallet or blockchain address on the blockchain, created and controlled by the Company to receive, store, manage and send Client's Cryptoassets.

Website refers to the official online platform operated and maintained by the Company, currently accessible at www.youhodler.eu through which Clients may access information, manage their accounts, and use the Company's services.

2. GENERAL TERMS

2.1. These General Terms and Conditions of Use must be read carefully by each Client and prospective Client prior entering into a Business Relationship, and construed together with the Specific Terms and Conditions ("**Products Specific Conditions**") or individual Agreements entered into with the Company for each particular product offered by the Company through the Platform, which supplement these General Terms and Conditions of Use (hereinafter, all of which are collectively referred to as the "**YouHodler Terms**"). These General Terms and Conditions of

Use must also be supplemented by the Privacy Notice, Cookies Policy and the corresponding Legal Notice, available through the Company's Website.

2.2. Each Client must understand, irrevocably accept, and comply with these General Conditions of Use when accessing and using the Platform. If you do not agree with or understand these General Conditions of Use, you must refrain from accepting and, consequently, being bound by the General Conditions of Use, as well as from accessing, using and benefiting, where applicable, from the Platform and any Service offered therein by YouHodler.

2.2 These Specific Conditions constitute a valid and binding contract between the User and the Company, from the moment the User gives his/her consent, by clicking on the corresponding "*I have read and understood the content of this document*" box. By giving consent to these Terms and Conditions, the Client confirms that they have read and understood the General Conditions of Use correctly and undertakes to respect and comply with each and every of the clauses and articles that make up these Terms and Conditions of Use, as well as to comply with all the legal provisions that are applicable to the use of the Services on or through the Platform.

2.3. The Specific Conditions and, where applicable, the Individual Agreements will regulate the specific terms and conditions applicable to each of the Services, taking into account the particularities of each of them, and must be accepted prior to making use of any of the YouHodler Services. From the moment they are expressly accepted, they will form an integral part of the General Terms and Conditions of Use and will therefore constitute a valid and binding contract between the User and the Company.

2.4. The Specific Conditions and the Individual Agreements will refer to more specific matters and particularities related to the Service in question, such as, but not limited to, its legal regime, functionalities, risks, exclusions, price of the Service, applicable interest rates or commissions applied by the Company, all of which will be presented to the Client prior to giving their consent to the execution of the transaction and, consequently, to the provision of the Service.

2.5. Depending on the Service, for each transaction carried out, an Agreement might be required to be generated with the specific data of the transaction carried out, which will be recorded in the Client's Registration History, which will be kept by the Company for a period not exceeding ten (10) years, in compliance with its obligations regarding the prevention of money laundering and the financing of terrorism.

2.6. The Client is expressly informed that, if they wish, they may request an electronic copy of these Terms and Conditions, via the following email support@youhodler.com. It is also noticed that the Company will file and keep an electronic document recording the acceptance of these terms. If a client has any questions about the General Terms and Conditions of Use, we recommend contacting the Company via email support@youhodler.com. If Clients does not agree with or understand the General Terms of Use or any of the Specific Terms, they must refrain from accepting and, consequently, being bound by the YouHodler Terms, as well as from accessing and using, where applicable, the YouHodler Services.

2.7. The Company reserves the right to modify the General Conditions of Use at any time. However, the Company will inform the User of these changes at least fifteen (15) calendar days in advance, through the email address provided by the Client to the Company, during the registration process on the Platform. After this period, the changes or modifications introduced will enter into force definitively. If the User will continue to use the Services, it will be understood that they accept the new version of the General Conditions of Use. The User may access the most recent version of these terms at any time and, in the event that they have been modified.

2.8. The Company may require the User to accept the new version of the General Conditions of Use Conditions. The User's continued use of the Platform and the Services after any of these modifications or after they have been explicitly accepted, after having logged in to the Platform, will be considered as giving consent and acceptance to the content of the modifications implemented in the General Conditions of Use. If you do not agree to any modification of these Specific Terms, you must immediately stop using the Platform or the Conversion Services.

2.9. The invalidity, nullity or nullity of any of the conditions of these General Conditions of Use shall not affect or prejudice the enforceability of the remaining conditions. In the same way, it is the intention of the Parties to replace any invalid, null or voidable term or condition with a valid and enforceable condition or term in terms as similar as possible to the one declared invalid, null or voidable and in accordance with the judicial declaration and applicable regulations.

2.10. The Client understands that the use of the Services may be subject to declaration and or taxation with local tax authorities, depending on the jurisdiction of Client's residency and/or other personal circumstances of the Client. The Company does not provide investment, legal or tax advice. The Client is responsible for compliance with any tax laws, regulations which affect the activity which the Client may carry out through the Platform. The Company does not provide investment, legal or tax advice, nor is responsible for the verification of the Clients' taxation/fiscal integrity, nor payment thereof. Should the Client be unaware of their tax obligations, if need be, they should seek the advice of a lawyer or tax expert.

3. USER STATUS

In order to access the Services provided by YouHodler, and, consequently, acquire the status of User, the Client declares and guarantees that they meet each and every one of the conditions listed below:

- As a natural person who requests the provision of the Services and signs the YouHodler Conditions, he/she is of legal age in accordance with the regulations applicable to the country of residence;
- You have full legal capacity and are fully entitled to subscribe to the YouHodler Terms, either in your personal capacity, in the case of natural persons, or in the name and representation of the legal person on whose behalf the natural person acts, and in the latter case, you must have sufficient powers of representation to subscribe to said conditions in the name and on behalf of the legal person;
- You are not a national or resident of the United States for the past two (2) years, including residents, citizens, or green card holders;
- You are not a resident or citizen of China, including Hong Kong and Macaque;
- It is not on any list of international trade or economic sanctions or on any of the U.S., European Union ("**EU"),** Swiss or United Nations Security Council list of sanctions or embargoes;
- You have not and are not in breach of any applicable legislation in your country of residence, including, but not limited to, regulations on the prevention of money laundering and prevention of terrorism or on international trade or economic sanctions;
- You have accepted, without exclusion or reservation, the YouHodler Conditions, by clicking on the option "I have read and accept the General Terms and Conditions of Use";
- You have registered on the Platform and created a User Account;
- You have successfully completed YouHodler's identity verification process, i.e. the "Know Your Customer" ("**KYC**") processes, as well as all other Due Diligence ("**DD")** measures, required and implemented by the Company, to comply with its anti-money laundering and terrorist financing obligations.

Despite meeting the above conditions, the User may have access to the Platform or make use of the Services in a restricted manner in any of the cases specifically listed in Condition Six.

Notwithstanding the foregoing, and to the extent permitted by applicable law, YouHodler reserves the right to restrict, refuse, prevent, suspend or terminate the User's access to the Platform or the use of its Services, at any time and in its sole discretion, and even to impose other restrictive measures as it deems appropriate, especially when such measures are imposed by virtue of the applicable regulations.

In none of the above cases will the Company be liable for any loss or damage that the User may suffer as a result of such decisions.

4.- YOUHODLER SERVICES

4.1.- Types of Services Provided by YouHodler

Through the YouHodler Platform, the User will be able to access the various Services offered by YouHodler listed below (all of them collectively, referred to as the "**Services**"):

i. **Custody Service**: The Company provides custody and safekeeping of Clients' Cryptoassets by managing the cryptographic keys necessary to access them and executing transactions upon Client instruction. Cryptoassets are stored either in individual or omnibus wallets, always segregated from the Company's own assets and held off-balance sheet. This service qualifies as "custody and administration of crypto-assets on behalf of clients" in accordance with Article 3(1)(8) of Regulation (EU) 2023/1114 (MiCA).

ii. **Conversion Services**: Through this Service, YouHodler will exchange Fiat Currency for Cryptoassets or vice versa, or Cryptoassets for other Cryptoassets, in accordance with the orders placed by the User through their User Account.

iii. **Get Cash**: This service allows Clients to sell crypto-assets to the Company for immediate liquidity at a discounted price. Clients may restore ownership within a set period by repaying the initial amount plus fees. If the period expires or the asset's value drops below a set limit ("Price Down Limit"), the restoration right is lost, and the Company retains ownership. The service qualifies as an "exchange of crypto-assets for funds using proprietary capital" under MiCA (Art. 3(1)(19)).

iv. **Universal Money Address** ("**UMA**"): The UMA service enables fast, low-cost, 24/7 peer-to-peer crypto transfers using the Bitcoin Lightning Network. Transfers are settled in BTC, regardless of the sender's or recipient's chosen currency, through a three-step process: conversion to BTC, Lightning Network transfer, and conversion to the recipient's asset. UMA operates between CASPs using the UMA protocol and supports MiCA-compliant conversion and transfer services, including Travel Rule obligations.

The Services listed herein are described in greater detail in the relevant policies, Specific Terms or Individual Agreements corresponding to each of the Services.

4.2.- Fiat Currency Payment Method

Once the User Account has been created, in order to use the YouHodler Services available through the Platform, the User must provide a valid Payment Method from among those accepted and permitted by the Company. In principle, the only Payment Methods authorized by the Company are: (i) Bank Transfer; (ii) Credit or debit card. At the time a transfer of Fiat Currency is made to the User Account, the Client accepts, without reservation or exception, that the Company may charge the Company for any additional expenses, if any, related to the designated Payment Method.

Please note that the User may only use Bank Accounts opened and registered in their name and, consequently, only transfers made from the User's Bank Account will be accepted, never from third parties other than the User. The Company reserves the right to suspend, block or terminate the Client's User Account if the name on the User Account and the name on the Bank Account do not match.

In order to execute a purchase order by credit or debit card, the User must provide the Company or the Company's Payment Service Provider with the authorised card details that allow the identification of the user and the cardholder. In this regard, the User acknowledges that the transfer of Fiat Currency made by card will depend on the completion of such transfer by his/her bank (or, where applicable, by the duly authorized entity). Once the Company's Payment Service Provider confirms receipt of the payment made by card, the Company will order the transfer of the Fiat Currencies to its User's Account. This transfer will be executed no later than twenty-four (24) hours after receipt of the payment made by card.

In the event that deposits of Fiat Currency exceed the established limits, and in order to guarantee the security of the User's account and funds, as well as to take into account possible delays arising from possible technical problems, the deposit processing period may be extended. The Company undertakes, however, to make every effort to process any deposit that falls within the circumstances described in the previous sentence within a maximum period of seventy-two (72) hours from the time of its request.

For the avoidance of doubt, it is hereby stated that the Company only permits the use of card payments for the purpose of executing a purchase order, and not for the purpose of making use of any other of YouHodler's Services. In case the Clients have initiated multiple purchase orders by card payment (using your authorized card), each such purchase order will be recorded and considered as a separate and independent purchase order, i.e., at no time will a purchase order made by card payment be linked in any way to a previous or subsequent purchase order, regardless of the time frame in which such purchase orders are placed or materialized.

4.3.- Cryptoassets and Fiat Currency supported by the Platform

The Platform grants access exclusively to a limited and pre-approved list of Cryptoassets, each of which falls within one of the categories identified below, provided that they do not qualify as financial instruments within the meaning of Directive 2014/65/EU[2] ("**MiFID II**"). Before being listed on the Platform, the Company conducts a thorough individual assessment on each of the Cryptoassets based on, among other matters, regulatory classification, technological robustness, and market integrity.

A comprehensive list of the crypto-assets supported and available on the Platform is provided in **Annex I**, as amended from time to time. These Cryptoassets are strictly restricted to two main **categories** within the definitions provided for MiCA:

- **Tokens other than Asset-Referenced Tokens (ARTs) and E-Money Tokens (EMTs)**: This category encompasses all the cryptoasset, which do not fall under the definition of ARTs or EMTs, provided for Article 3.1 section 6 and 7 of MiCA (Article 3.1.5 of MiCA), respectively, and which represent a digital expression of value or rights, transferable and storable electronically through distributed ledger technology or equivalent technologies. Listing this type of Cryptoasset is subject to the general requirements set out in Title II, V and VI of MiCA, including but not limited to: the obligation to publish a white paper (unless exempted), fair marketing communications, governance and conduct rules, and compliance with market integrity provisions.

- **E-Money Tokens** ("**EMTs**"): The Company exclusively supports E-Money Tokens that are fully compliant with the regulatory framework set forth under Articles 43 to 48 of MiCA. These Cryptoasset must be issued solely by entities that have been duly authorised as Electronic Money Institutions (EMIs) in accordance with Article 48 of MiCA, and operate under Directive 2009/110/EC[3], as transposed into national legislation by the competent Member States. At

[2] Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) Text with EEA relevance.

[3] Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC (Text with EEA relevance).

present, the only EMTs supported and made available on the Platform are USD Coin (“**USDC**”) and EUR Coin (“**EURC**”). USDC and EURC are fiat-referenced Cryptoassets denominated in U.S. dollars mand Euros, respectively, and are issued in full compliance with MiCA by Circle Internet Financial Europe SAS (“Circle SAS”), an entity authorised as an EMI by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France, pursuant to Directive 2009/110/EC. USDC and EURC are designed to maintain a stable value by means of backing one-to-one with the dollar and Euro value, and are available across multiple distributed ledger networks (e.g. Solana, Ethereum) in accordance with MiCA provisions.

As for the Fiat Currencies available and supported by the Company on the Platform are: (i) Swiss Francs; (ii) US Dollars; (iii) Euros; (iv) UK Pounds.

Notwithstanding the foregoing, the Company reserves the right to, at any time and in its sole discretion, accept or reject a particular Fiat Currency or Cryptoasset. However, in the event that the Company ceases to admit a certain Cryptoasset, the Company will in any case inform the User of its decision sufficiently in advance, never less than fifteen (15) calendar days, so that the latter can, where appropriate, withdraw from the Platform the Cryptoassets that it has deposited in its User Account. If, after the period granted for this purpose for the withdrawal of the Cryptoassets, the User has not proceeded to withdraw them, to the extent permitted by the applicable legislation, it will be understood that they have been abandoned by the User, and the Company may keep them in an External Custody Wallet available to the Client.

5.- RESTRICTIONS ON THE PROVISION OF SERVICES

5.1.-YouHodler's Services may not be available in a jurisdiction in which we are not regulated or authorized to provide such Services. This means that if a Customer travels to certain jurisdictions, they may have limited access to their User Account.

5.2.- YouHodler may not provide the Services to Clients residing in certain countries, as a result of restrictions imposed under the legislation applicable to the Company, or restrictions arising from the Company's internal Policy (these are known as "**Restricted Countries**"). If you reside in a Restricted Country, you may not be able to access the Services, unless otherwise indicated.

5.3.- The YouHodler Services may not be accessed or used by persons who are residents or citizens of the United States (including in particular U.S. residents, U.S. citizens, or green card holders), residents or citizens of China (including Hong Kong and Macau), and by persons on any trade or economic sanctions list, such as, among others, the list of sanctions or embargoes of the U.S., EU, CH or the United Nations Security Council.

5.4.- In the event that the User obtains US nationality or residency, or a green card, or residency in China and/or the country in which he/she has his/her residence is included in a list of economic or trade sanctions, or in the event that the User is included in one of the aforementioned lists, the Company may immediately freeze or block your User Account and, consequently, the funds deposited in the latter, until otherwise decided by the Company or competent authority.

5.5.- YouHolder does not provide its Services to those politically exposed persons ("**PEPs**"). In the event that the Client becomes considered a politically exposed person, in accordance with the regulations in force in his/her place of residence, he/she must immediately notify YouHodler. YouHodler will immediately terminate the Business Relationship with the Client who becomes PEP. To that end, Client will have fifteen (10) calendar days to transfer all the assets to external Wallet or Accounts.

5.6.- YouHodler does not provide investment, legal or tax advisory services. The Client is responsible for complying with the tax regulations that are applicable to them and that affect the activity carried out through the Platform. The Company is not responsible for verifying or verifying the Client's effective compliance with its tax and/or legal obligations. If the Client is not aware of or has doubts regarding what their tax obligations are, it is recommended that they seek professional legal and/or tax advice.

5.7.- The Platform Services may not be offered to the User, in the event that the latter refuses to provide any information and/or to agree to undergo any verification procedure, including verification video calls that may be requested from time to time by the Regulatory Compliance department ("**Compliance** Department").”). Any costs incurred as a result of the Client's refusal to provide information or to undergo identification and verification procedures shall be the responsibility of the Client.

5.8.- In order to use the Services, as previously stated, the User will have to register and create a User Account on the Platform by providing his/her name and surname, email address, mobile phone number, postal address, country of residence and nationality, as well as a copy of his/her identity document or passport. and answer a series of questions related to their economic and professional profile. Users may not hold more than one account.

5.9.- The information indicated in the previous section is requested in order to be able to identify the User, verify their identity and carry out anti-fraud controls, economic or commercial sanctions, prevention of money laundering and terrorist financing, as well as any other control required by the applicable laws and regulations.

5.10.- In order to use the Platform Services, the Client must first pass the KYC Process, established by YouHodler. During such verification process, you may be asked for an identity document and undergo a video identification, videoconference or liveness check, at the Company's discretion. YouHodler may apply additional Due Diligence measures at its sole discretion and depending on the particular characteristics and conditions of each Client, all in order to comply with the applicable anti-money laundering and terrorist financing regulations.

5.11.- If the Client is a natural person, he/she must be at least eighteen (18) years of age at the time of registration and must act in his/her own name and right, and be the real owner of the funds that are transferred to his/her User Account on the Platform. In case there are two real owners, the User should contact the support team for more information on how to proceed.

5.12.- In the case of a legal person, the natural person representing the latter must be duly authorized to act in the name and representation of the entity, and must provide, among other documentation, a certificate issued by the commercial registry, deed of incorporation, statutes, deed of real ownership, as well as other foundational documentation that allows the identification of the legal person and its existence. all duly notarized, if requested by YouHodler.

5.13.- The Client acknowledges and agrees that it may be required to undergo "Enhanced Due Diligence" measures. YouHodler may request a Customer to provide additional information and/or documentation about itself or the legal entity. Such information includes the source of funds, identification by videoconference, and providing proof of residence.

5.14.- The Client represents and warrants that any documentation and information provided to YouHodler is correct, truthful, complete and accurate, and that it has not omitted, and will not omit, any information that has or may have an influence on the KYC process. The Client acknowledges and agrees that in the event of providing false or misleading personal information, or failing to notify immediately of any change to his/her personal data, the Company reserves the right to terminate or suspend the User's Account immediately and without prior notice in the event that the information or documentation provided by the Client is false or fraudulent, all without prejudice to the legal measures that, where appropriate, the Company must take, such as, but not limited to, blocking or freezing the funds deposited in the Account. In such cases, the Company shall have no liability of any kind.

5.15.- YouHodler reserves the right to terminate the User's Account in those cases in which the account is inactive for a long period of time or is considered or warned to be accounts whose ownership is not properly identified or is false. The Company will make its best efforts to inform the Client of its decision to cancel the User Account, except in the event that the cancellation is the result of accounts whose ownership is not justified or is false. Likewise, the Company reserves the right to refuse any registration or the presentation of a service to any User for any reason, at its absolute discretion, and without obligation to compensate the User.

5.16.- By opening a User Account, the Client acknowledges and agrees that he/she is solely responsible for maintaining the confidentiality of his/her "username" and "password", and/or the account recovery phrase or code, as well as for all those activities that take place or occur in connection with his/her User Account.

6.- USE OF THE SERVICE AND THE PLATFORM

6.1.- The Company grants the Client a limited, non-exclusive, non-sublicensable, non-transferable and revocable license, free of the payment of "Royalties", in order to make use of the Platform for the intended purposes, that is, to access and make use of the YouHodler Services, subject to the Client's strict compliance with the applicable legislation, the YouHodler Terms, the Privacy Policy and any other policies issued by the Company, which are applicable to the User.

6.2.- The Company constantly modifies and tries to improve the Services and the Platform. As a result, new features may be introduced at any time and without prior notice, and/or existing features may be modified or removed from the Platform. In the event that the Client provides the Company with the right to use such opinion or comment for any purpose, without restriction or right to the collection of any amount by the Client.

6.3.- The Client acknowledges that when the Company makes an update to the Application or the Platform, the Client may be required or requested to update the version of the Application or Platform available on its device. We strongly encourage Customer to make these updates immediately, as they may contain security patches, new services, or features that are not available in previous versions.

6.4.- Since most of the Services are offered through a website, such Services or the Platform through which they are provided, may be subject to periods of temporary inactivity. From time to time, YouHodler also updates or maintains the Platform, which will result in the Platform being unavailable for a certain period of time. The Client will be informed in good time of these periods of inactivity by email or through the Platform or the Application. Therefore, YouHodler does not warrant that the Platform will operate uninterrupted or error-free. The Company is not liable for any damages or losses suffered by the Client as a result of any failure or interruption of the Platform, suspension of access to the Platform or User Account, including any damage that occurs as a direct or indirect result of the inability to access and/or use the Services.

6.5.- By using the Platform, **the Client declares and warrants that**:

a) You will not copy, in whole or in part, any information contained in the Platform other than for the purposes contemplated in these General Terms of Use, or in the rest of YouHodler's Terms;

b) You will not exploit the Services offered on the Platform or any part thereof for any commercial purpose, including advertising products and/or services of the User or third parties;

c) You will not copy, adapt, modify, reverse engineer, decode, or disassemble any portion of the Platform and/or any portion of its software, including, but not limited to, its source code and/or object code;

d) You will not create or maintain an unauthorized connection to the Platform;

e) You will not use automated programs, including, but not limited to, "web scrapers" or "Scripts", with the aim of collecting or manipulating the information contained in the Platform and/or collecting or manipulating the information of other Users of the Platform;

f) You will not copy, modify, distribute, or sell any portion of the Services available through the Platform;

g) You will not introduce any material that contains software viruses, worms, malware, ransomware, or spyware or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices, or telecommunications equipment or any other technology that may harm the Platform, its software, the Services, or the interests of any User or the Company;

h) You will not use the assets existing in your User Account to carry out activities that may constitute a crime, nor will you use assets that are derived from illegal activities or crimes, including, but not limited to, tax fraud;

i) You will not transmit, distribute, store or make available to the public on the Platform any private information or personal data of third parties, including, but not limited to, address, telephone numbers and/or credit or debit card numbers;

j) You will not copy, modify, or sell any part of the Services, the Platform, or its software, including, but not limited to, its source code and/or object code;

k) You will not use the Platform, the information contained therein or the Services to offer the same Services as the Platform and, ultimately, compete against the Company and/or assist or collaborate with a third party to compete against the Company, offering the same or similar Services;

l) You will not interfere with or attempt to disrupt the Services and/or hack ("**hack")** the Platform in any way;

m) You will not modify, in whole or in part, the Platform, or allow it to be incorporated into or combined with other programs, except when necessary for the use of the Platform on certain devices, in accordance with what is expressly permitted in these General Terms of Use;

n) You will not use the Platform in an unlawful manner or for unlawful purposes, including, but not limited to, illegal activities, fraudulent trading, money laundering, fraud, blackmail, extortion, terrorist financing or kidnapping for ransom, and, ultimately, to carry out any activity that is unlawful or violent;

o) You will not use the Platform in any way that could damage, disable, overburden, deteriorate or endanger the Company's systems or security or interfere with other Users;

p) You will not collect or collect any information or data (including Personal Data) from the Platform or any User or attempt to decipher any transmissions to or from the servers from which the Platform and Services run;

q) You will not hack, infringe, or improperly access any User Account or the Platform, including, but not limited to, its source code or object code;

r) You will not impersonate another User of the Platform;

s) Not manipulate the Company's billing process, with the aim of appropriating commissions owed to the Company;

t) You will not resell, deep-link, use, copy, monitor (e.g. scraper programs), display, download, copy or reproduce any content or information, software, personal data to carry out any activity or for any commercial, non-commercial or competitive purpose;

u) You will not use robots, spiders, web scrapers or other automated devices or manual processes for the purpose of monitoring, extracting or copying any content on the Platform, the Services and, in general, the Company.

6.6.- Failure to comply with any of the provisions contained in this Section will allow the Company to prohibit the Client from accessing and using the Platform and/or the Services irrevocably and permanently. The Company reserves the right to claim damages and/or to request such precautionary measures as it deems appropriate, to stop the Client's continuation and ensure the integrity of the YouHodler Platform and Services. This Section shall not apply in the event that the Company has given its prior written consent and in a reliable manner, for security/penetration testing purposes, for this Section not to apply. Prior written consent must be expressed in the form of a written statement by the Company and signed by both parties.

7. PRICES OF SERVICES

7.1.- In consideration for the Services provided, the Company may deduct a percentage of the transaction made as a service fee ("**Service Fee**"), the amount of which the Client will always know before carrying out any transaction through his User Account, so that in this way the Client can give informed consent at all times. All data of the transactions carried out by the Client will be recorded in the Client's Registration History in his User Account, which will be kept by the Company for a period of ten (10) years from the date of the transaction in question.

7.2.- The costs related to the deposit and withdrawal of Fiat Currency may also entail the payment of a commission that will depend on the Third Party Service Providers. For its part, your bank may also charge you fees for making Fiat Currency deposits.

8. LOSS OF ACCESS TO THE USER ACCOUNT

8.1.- The Client understands and accepts that any loss or compromise of its electronic device or security data may result in unauthorized access to the Platform or the Services by third parties. The Client understands and agrees to consider his/her access credentials as confidential information and agrees not to disclose such information to third parties.

8.2.- The Company shall not be liable for any loss or damage arising from the User's failures or lack of diligence to maintain the security of their User Account and password(s.. The Client may not, and should not, disclose his/her password(s) to any Third Party (other than to Third Parties authorized by the Client to use his/her User Account), and the Client is solely responsible for any use or action taken with his/her password through the Platform.

8.3.- **The Company is not responsible for any losses that may arise from the disclosure by the Client to a Third Party of the access credentials, even when this disclosure is the result of a "phishing" activity of which the Client has been a victim**. The Client is obliged to contact YouHodler's support team and follow the instructions provided by the YouHodler support team in order to recover his/her User Account in the event of hacking or "phishing" ("**Credential Theft**").

8.4.- If the Client loses or forgets his/her credentials to access his/her User Account, the Company may recover it, having to follow the procedures described in the option "*Forgot your password*" to regain access to the User Account. The Client agrees that it is solely responsible for protecting its access credentials and that, consequently, the Company will not be in any case and under no circumstances liable for any damage arising from unauthorized access to its User Account by third parties.

9. INACTIVE ACCOUNTS

9.1 YouHodler may declare an account inactive when any of the following circumstances apply:

- No transactions have been made during a certain period of time.
- Has not logged in for an uninterrupted period of one year;
- The Company's requests and/or requests for information and/or documentation have not been responded to within one (1) month;

9.2 Prior to definitively declaring an inactive account, the Company will contact the Client in order to inform them of the status of their User Account and the possibility of it being declared inactive.

9.3. If the Client does not have funds in his User Account, after two (2) attempts to contact the Client by the Company, without the latter having replied to any of them within a period of one (1) month, the Company may proceed without further delay to delete the User Account.

9.4. On the other hand, if the Client has deposited funds in his User Account, the Company will keep the User Account open, although the Company may, where appropriate, charge the maintenance costs of the User Account, when applicable.

9.5. In the latter case, the Company reserves the right to stop providing its Services after the second month has elapsed, since it has been informed that its User Account has been declared inactive. However, the Client will continue to have access to their User Account, but only to be able to withdraw their funds to an external Electronic Wallet or their bank account, in the case of Fiat Currency.

10. SECURITY MEASURES

10.1. As a preventive measure, the Client will be protected by multiple layers of authentication and authorization when accessing their User Account. Through the Platform, the Client may configure customized security settings to enhance account protection, including but not limited to: secure passwords, two-factor authentication (2FA), biometric measures such as facial recognition or fingerprint verification (where supported), and optional three-factor authentication (3FA), which adds an additional layer of verification, typically required to unlock sensitive actions like withdrawals.

10.2. In order to increase the security of access to their User Account, the Company recommends that the Client use, in addition to their password, the two-step authentication system or 2FA, 3FA or biometric measures.

10.3. When an account is opened for the first time on a device (computer/tablet and/or mobile device), this device becomes by default a device trusted by the Client. The Client must confirm that it is a trusted device, each time it accesses the Platform from a device other than the one initially used.

10.4 YouHodler advises the Client not to disclose their passwords and/or 2FA to third parties. The Client is aware and acknowledges that, in the event that a third party has access to such data, it could perform irreversible transactions on behalf of the Client. The Client shall be solely responsible for any loss arising from identity theft, resulting from phishing or the disclosure of credentials to third parties.

10.5 The Client hereby declares and warrants that it will protect its passwords, use strong passwords, check for viruses and malware and make regular updates to operating systems and browsers, to ensure the security of its User Account.

10.6 The Client confirms that he/she is aware and has been informed that YouHodler will never request the Client's passwords or other sensitive information, other than that expressly indicated in the YouHodler Conditions and in accordance with the different official communication channels indicated by YouHodler.

11. RISKS

11.1.By accepting these General Terms and Conditions of Use and accessing and using the Platform, the Client declares, without reservations or exceptions, that he understands and accepts the risks set out below, relating to the complexity involved in the use of Cryptoassets and the major technology of the distributed ledger or "Digital Ledger Technology" ("DLT").”). Acceptance of these General Terms and Conditions of Use confirms that the Client understands the way in which Cryptoassets are stored, executed and transferred,

11.2 The Company informs the Client that the price of Cryptoassets is subject to high volatility. This could be due not only to the Company's operating results, or to other factors related to the Company, the Users of the Platform and/or the Company's competitors, but also to changes in the general conditions of the economy, the financial markets or the fintech industry in particular.

Likewise, the Client declares that he/she is aware that, as a result of the permanent fluctuation of prices, the Cryptoassets that may be acquired through the Conversion Services, may not maintain the same market price, which may result in significant losses, in the event that the original value is reduced as a result of the aforementioned price fluctuation.

11.3 If the Client has any doubts, YouHodler strongly recommends that prior to investing in Cryptocurrencies, he/she obtains financial advice from a professional in the sector.

11.4 Apart from the risks listed below, other risks may arise or appear that are not and cannot be foreseeable. For this reason, YouHodler recommends that, prior to making any decision to buy or sell Cryptoassets, YouHodler carefully analyse their financial positions and each and every one of the risks set out below. To this end, the Client declares and acknowledges that any loss arising from its decisions to purchase and/or sell Cryptoassets will be his/her own, exempting the Company from any kind of liability.

A) Risks related to market value, liquidity and volatility:

i. The Client must be aware that the Company cannot ensure the existence at all times of an active market with sufficient liquidity for the purchase and sale of Cryptoassets, as well as that the value of their value, or that of the Fiat Currencies, is not reduced, thus affecting the Client's use of YouHodler's Services.

ii. The liquidity of the market, as well as of the Third Party Service Providers used to execute the Services, will depend on the number of buyers and sellers, the market for Cryptoassets or similar products, the market capitalization of the Cryptoassets market and the availability of Fiat Currencies, as well as other factors that are beyond the scope of control of the Company.

iii. The Company does not provide any guarantee that (i) an active and liquid market will continue to exist for the Cryptoassets that have been sold to the Company, or (ii) that the market value of the Cryptoassets or Fiat Currencies will not decrease below the market value, after the use of the Services by the User.

iv. The price of Cryptoassets and Fiat Currencies displayed on the Platform will depend on several factors beyond the control of the Company. These factors include, but are not limited to: market expectations about the performance or financial condition of Cryptoassets or Fiat Currencies;

fluctuations in financial positions or operating results; general market and economic conditions; the announcements of foundations or other companies on the launch of Cryptoassets or on those they have already issued, on their business, their customers and their suppliers and on any other secondary market. The Company does not maintain or manage an order book and all valuations on the price of Crypto-Assets are based on market prices quoted by other service providers.

v. The Client declares to be aware that news and changes in analysts' recommendations on the market of Cryptoassets and/or Fiat Currencies may affect the price or market value of Cryptoassets and/or Fiat Currencies.

vi. The Fiat Currencies and Cryptoassets available on the Platform are admitted to trading on exchange platforms ("**Exchanges**") managed by Third Party Service Providers. However, YouHodler does not guarantee that there are sufficient Crypto Assets and/or Fiat Currencies available on Exchanges managed by Third Party Service Providers. In certain cases, such as when there is a high level of volatility in the market, or when an Exchange Exchange has been suspended or restricted, the Company may have difficulty offering its Services on the Platform.

B) Cybersecurity-related risks:

i. The Client must be aware of the risk of using the Platform, taking into account that the Company may be exposed to threats, system failures, security risks or computer attacks on the Platform, the software (including its source code and object code), the Website, the User Accounts and/or the servers from which the Platform operates. Third-Party Service Providers are also susceptible to such threats and system failures or computer attacks in relation to the technologies they use, and may also affect the Customer's use of the Services.

ii. The Client understands that Third Party Service Providers are generally based on digital and virtual systems, which are exposed to security breaches, hackers ("hackers"), malware and operational failures. Despite the fact that the Company has implemented various measures to preserve security, Cryptoassets that are held in Electronic Wallets provided by the Company or by third-party Exchanges remain vulnerable to hacking or security breaches. In case of unauthorized access to one or more Wallets (e.g. by stealing the wallets' private encryption key), the Cryptoassets that have been stolen could be transferred to another public address, losing such Cryptoassets, since transactions with Cryptoassets are irreversible. The Client declares to be aware of the above and, consequently, of the existence of this risk inherent in the use of the Cryptoassets.

iii. Code breaking or technical advances, such as the development of quantum computers, could pose a risk to all DLT-based companies/platforms, as it could lead to the theft, loss, disappearance, destruction or devaluation of Cryptoassets. The source code and object code underlying the Platform and the Crypto-Assets may be updated, altered or modified from time to time. The Company cannot guarantee that such updating, alteration or modification will not adversely affect the functionality of the Crypto-asset in question. Therefore, the Client acknowledges and agrees that it will not be able to hold the Company responsible for any hacking, decryption, decoding or decryption of code that may result in the loss of Cryptoassets and/or Fiat Currencies.

iv. The Company makes every effort to have a secure Platform with adequate standards of protection against, among other security risks that the Platform may suffer, malware, viruses and hacks. Hackers or other groups or organizations may attempt to interfere with Wallets through sibylline attacks, phishing, spoofing, smurfing, malware attacks, or consensus-based attacks. The Client acknowledges and agrees that the Company is not responsible for any thefts that may occur due to Hacks, identity theft, malware or viruses.

v. The Company does not own or control the underlying software protocols that govern the operation of the Cryptoassets available for trading on the Platform. In general, the underlying protocols are open source and can be used, copied, modified, and distributed by anyone. The Company is not responsible for the operation of the underlying protocols and does not guarantee their functionality, security or availability.

vi. Since blockchain is an independent peer-to-peer public network and is not controlled or intervened in any way, the Company is not responsible for any failure, error or infringement that occurs in the blockchain network or in any other network on which the Cryptoassets are issued or traded.

C) Legal Risks:

i. In general, the regulations related to the operation of the Platform, as well as the regulation of Cryptoassets, are evolving rapidly. Such regulations can also vary significantly between international jurisdictions. Consequently, such regulations are subject to great uncertainty, which may significantly affect the scope and manner in which the Company may provide its Services in the Client's jurisdiction.

ii. To the extent that a national government or a quasi-governmental agency exercises its regulatory authority, Crypto-Assets may be materially and adversely affected. Crypto assets also face an uncertain regulatory landscape in many jurisdictions. A number of jurisdictions may, in the near future, adopt laws, regulations or directives affecting Crypto-Assets.

iii. Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively affect the Services and the market value of the Cryptoassets. The effect of any future regulatory change is impossible to predict, but such change could be substantially and materially adverse to the development and growth of the Society.

iv. New laws and regulations, as well as the modification of existing laws or even interpretations of existing laws and regulations in various jurisdictions may materially and negatively affect the value of Cryptoassets, the liquidity of Cryptoassets, the ability to access markets or Exchanges in which to trade Cryptoassets, and the structure, rights and transferability of Cryptoassets or Exchanges.

v. Third Party Service Providers may have their own regulations with which they must comply and which may be applicable to any Fiat and/or Cryptoasset that is available in the User Account. Consequently, the Client is aware that, for such reasons, there is a possibility that the Third Party Service Providers may also reject certain Fiat Currencies and/or Cryptoassets.

D) Reputational Risk:

i. Reputational risk consists of the possibility that negative publicity about YouHodler's practices, whether true or not, will lead to a decrease in the customer base, costly litigation, reduction of revenues and investigations by regulatory agents. This type of risk affects YouHodler's ability to gain and establish new customer relationships or continue to provide its Services to existing relationships. In an effort to mitigate this risk, YouHodler promotes an ethical culture in the organization, as well as clear communication about the values and mission of the Society.

ii. A reputational risk related to Cryptoassets due to the illicit behavior of some actors participating in the world of Cryptoassets, may also have a negative impact on the value of the Cryptoassets available on the Platform.

E) Risk of Fraud:

i. Cryptoassets that are launched on an Exchange are usually accompanied by what is called a "White Paper", a kind of informative brochure that describes the characteristics and project behind the Cryptoasset, whose issuance will depend on whether it is a "Virtual Currency", "Security Token" or a "Utility Token". The content of the "White Paper" or the prospectus is the responsibility of the company or foundation that issues the Cryptoasset.

ii. The Company does not endorse, nor does it assume any type of responsibility for the information contained in the "White Paper", through which the purposes, scope or intention of a Third Party when issuing and launching a Cryptoasset on the market are exposed. If the Crypto-Asset is available for Conversion on the Platform (which is not the case with "Security Tokens", expressly excluded on the Platform), the User accepts and guarantees that he/she will not hold the Company responsible for any misrepresentation of information or inaccuracies that is present in the "White Paper" of said Crypto-asset.

12. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Seller that each of the following statements is complete, correct, truthful and accurate as of the date of this Agreement:

12.1 The Company is validly incorporated, in force and duly registered in the Commercial Registry that corresponds to it in accordance with the legislation of the country in which it was incorporated and has, therefore, full legal capacity and capacity to act to grant this Agreement, exercise the rights and assume and comply with the obligations arising from it;

12.2 The Company has entered into all agreements, as well as obtained all consents and authorizations, private and public, being fully empowered and having full authority to sign and perform this Agreement in accordance with its terms and conditions;

12.3 This Agreement is valid and fully binding and enforceable for the Company;

12.4 The perfection, consummation and performance of this Agreement does not constitute a breach of, nor is it in conflict with, or constitutes a material breach of:

(i) any provision provided for by the Company's governing regulations;

(ii) any provision, judgment, or administrative order to which the Company is bound or to which the Company or any of its tangible assets are subject;

(iii) any agreement, obligation, duty or undertaking to which the Company is a party or to which it is bound; or

(iv) any law, regulation or rule applicable to the Company;

12.5 The perfection, consummation, and performance of this Agreement does not require the approval, authorization, license, or any other action by any governmental authority or person other than the Company .

12.6 Neither the Company, nor any person having a direct or indirect interest in the Company, nor any person for whom the Company acts as an agent or representative in relation to Crypto-Assets, is subject to administrative sanctions or sanctions imposed by any country or government (collectively, "**Sanctions**") or is incorporated or related to or resident in a country or territory subject to Sanctions.

Taking into account the risks inherent to the activity, described above, as well as the product that is the subject of the Sale, the Company, without prejudice to making all reasonable efforts to ensure that transactions on the Platform are processed correctly, does not make any representations or offer any guarantees, whether express or implied, with respect to the following issues:

- The utility, marketability, liquidity, functionality and/or value of the Cryptoasset subject to the Right of Repurchase, previously sold to the Company by the Seller;
- The time required to fully process a transaction, as this depends on many factors beyond the Company's control;
- The result of the transactions carried out in accordance with this Agreement, nor of the losses or gains arising as a result thereof, nor, in particular, of the fluctuations in the value of the Cryptoassets acquired by you as a result of such Services.
- Inaccuracy, absence or omission in the data relating to the prices of Crypto-Assets;
- Regular or unscheduled maintenance performed by the Company and the interruption of service and any changes resulting from such maintenance.
- Damages suffered by the actions of other users or as a result of unlawful acts carried out by third parties.

13. EXCLUSIONS OF LIABILITY

13.1 These General Terms and Conditions of Use establish the full scope of the Company's obligations and its responsibilities in relation to the Services and the Platform.

13.2 The Company is not liable in any way for damages arising from the use of the Platform and/or the Services, except for the correct and punctual execution of the obligations assumed towards the Client.

13.3 The Company is not responsible in any way for inaccurate, incomplete, incorrect or false information that has not been provided directly by the Company through the Platform.

13.4 The Company is not responsible for any errors (including manifest and typographical errors), for any interruption (whether due to any breakdown -temporary and/or partial-, repair, updating or maintenance of the services) or otherwise, for inaccurate, incomplete, incorrect or false information or for the non-delivery of information.

13.5 The Client hereby irrevocably indemnifies the Company (including its subsidiaries, and each of their respective partners/shareholders, officers, directors, employees, agents and suppliers) from any damage it may suffer or claim it may have (including consequential or indirect damages) of any kind or nature, foreseeable or unforeseeable, known or unknown, and disclosed or undisclosed, arising from your interaction with the Platform, the Services and/or any misleading information.

13.6 To the extent permitted by law, the Company hereby excludes: (i) Any liability regime provided for by law that is in contradiction with that expressly set out in these General Conditions of Use; (ii) all liability for any direct, indirect or consequential loss or damage, (including, but not limited to, damage from erasure, corruption, loss of data, loss of personal data, loss of programs, loss of income or income, loss of business, loss of profits or contracts, loss of anticipated savings, loss of Cryptoassets, loss of Fiat Currencies, loss of goodwill, customer dissatisfaction, failure to store any information or other content maintained or transmitted by/through the Services, interruptions of service), whether caused by tort, breach of contract or otherwise, which may be incurred by the User or a third party in connection with the Platform or these General Terms of Use.

13.7 The Company shall not be liable for any direct, indirect, special, incidental and/or consequential damages arising from the Client's use of the Platform and the Services. The Company shall not be responsible for the quality and view of the Platform. The Company shall not be liable for the User's failure to comply with any law regulating his/her activity on the Platform or for any sanction resulting from such non-compliance.

13.8 The Company is not liable in any way if the Services made available on the Platform are not available for use. The Company shall not be liable for any advertisements made in connection with the services made available on or through the Platform and/or any Third Party website.

13.9 In any case, the Company (including its subsidiaries, and each of its respective officers, directors, employees, agents, shareholders or partners, licensors and suppliers), shall not be liable for any claim related to the Services, whether extra-contractual, contractual or otherwise, in excess of the value of the amount of the Crypto-Assets or Fiat Currencies converted through the conversion services.

13.10 To the extent permitted by applicable law, the YouHodler Services, the materials provided by YouHodler, the User Account, and any products, services or other items or items provided by or on behalf of the Company are provided as is, without any warranty or claim to change other than those stipulated in these Conditions, i.e. it is provided on an "as is" and "as available" basis. The Company expressly disclaims, and the Client hereby disclaims, all warranties of any kind, whether express or implied, including, but not limited to, warranties of trade, fitness for a particular purpose, non-infringement, or warranties arising from course of performance, course of business, or usage in trade. Without limiting the foregoing, YouHodler does not represent or warrant that the Website, the Platform, the YouHodler Services, any other general information available through the Website or the Platform or any other means provided by YouHodler is accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

14. INDEMNITY

To the extent permitted by applicable law, the User agrees to indemnify and hold harmless the Company, including its subsidiaries, and each of their respective partners/shareholders, officers, directors, employees and agents, against any loss, claim, action, cost, damage, penalty, fine and expense that may be incurred, as a result of the Client's unauthorized use of the Platform or Services or any breach by Customer's share of these Terms or applicable law.

15. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

15.1 All content available on or through the Platform (including, but not limited to, software, mobile software, algorithms, codes (source and object), audio, video, text, animations, files, photographs, designs, graphics, designs, images, video, information and their selection and arrangement for the Platform, but excluding all content from Third Party Service Providers, APIs and software) are the exclusive property of the YouHodler brand, and are protected by national and international intellectual and industrial property regulations and, therefore, may not be subject to exploitation, reproduction, distribution, modification, public communication, assignment or transformation, unless there is express written authorisation from the rights holders.

15.2 Likewise, the design, images, signs, distinctive signs, trade names, trademarks, products, logos and services of YouHodler, are protected by the Property Law Industrial.La Company reserves all rights, titles and interests over its own Intellectual and Industrial Property Rights, as well as those of its subsidiaries, in relation to the Platform, the Website, the Application, the Services, the Company's trade name and brand and the domain names of its Website.

15.3 Any unauthorized use of the content developed by the Company or its affiliates, including, but not limited to, distribution, reproduction, modification, making available, communication to the public, disclosure, downloading, displaying or transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.

15.4 Access to the Platform does not grant the User any right or ownership over the Intellectual or Industrial Property rights or the contents it hosts. The User who accesses the Platform may not copy, modify, distribute, transmit, reproduce, publish, assign or sell the aforementioned elements or create new products or services derived from the information obtained without the express written authorisation of the Company.

15.5 The Client may not derive or attempt to derive, reverse engineer, decompile or translate the source code and/or object code of all or part of the software or mobile software of the Platform, the Website or the Application, nor allow Third Parties to derive or attempt to derive reverse engineer, decompile, or translate the source code and/or object code of all or part of the software or mobile software of the Platform, the Website or Mobile Application.

16. DATA PROTECTION

16.1 For the appropriate legal purposes, the Company expressly informs the Client that in order to provide the Services it is necessary to provide a series of personal data necessary for this purpose, and for the processing of which they must grant their express consent prior to registration on the Platform.

16.2 The Client is also informed that the Company must also obtain certain personal data in order to comply with its legal obligations, in particular, in terms of the prevention of money laundering and the financing of terrorism.

16.3 All Personal Data provided or to be provided by the Client will be treated in accordance with the Privacy Policy, which the Client can find through the following link Privacy Notice, which as stated above will form an inseparable part of these Conditions.

16.4 The Client declares and guarantees that, before providing such Personal Data to YouHodler, he/she has read and understood YouHodler's Privacy Policy, which has been duly made available to him/her, prior to his/her registration on the Platform.

17. COMMUNICATION AND CUSTOMER ASSISTANCE

17.1 Communication with the Company is carried out through electronic means, so the Client is aware that when using the Services, or sending emails to the Company, he is using his correct email address. The Company is not responsible for any incorrect or misspelled email addresses, or for any inaccurate or incorrect Personal Data submitted to the Company.

17.2 By using the Platform, the Client agrees to receive all electronic communications related to the use of the Services and/or the Platform, including emails, promotional content, offers from the Company regarding the use of the Platform and/or push notifications. Such communications will be made by email or by posting notices on the Platform.

17.3 The Client acknowledges and agrees that all agreements, notices, publications and other communications provided to it electronically satisfy any legal requirement that such communications have been made in writing. All notices from the Company intended to be received by the Client shall be deemed delivered and effective when sent to the email address provided by the Client when creating their User Account.

17.4 Customers may access the https://help.youhodler.com/ help portal for the purpose of obtaining information about YouHodler and the Services. Users can use the help portal together with all the data available on the Platform at any time, to receive real information about YouHodler's Services, features and other details related to YouHodler's product and Services.

17.5 The Company undertakes to provide the User with a communication service in the customer service chat of the Platform. Customer support chat is available 24/7 on https://www.youhodler.com/ or https://app.youhodler.com/, as well as through the iOS App Store and Android mobile apps.

17.6 The average response time in the Customer Service Chat:

- 1 to 2 minutes during EU office hours (9 am to 6 pm CET/CEST),
- From 1 minute to 2 hours during EU non-business office hours (18:00 to 9:00, CET/CEST time zone).

17.7 The average response time is not binding and may vary depending on the volume of requests made in the Customer Service Chat at a given time.

18. NOTIFICATIONS

18.1 Any notice or communication made under this Agreement or in relation to the matters contemplated herein shall, unless specifically provided otherwise, be in writing in Spanish or English and in the form of an electronic communication to the e-mail address designated for this purpose by the Seller.

18.2 Notices or communications made under this Agreement shall be sent to the attention of the person and to the address indicated below:

- **Company/Buyer:** The Seller must communicate by sending its communications and notifications to the Company through the following email address support@youhodler.com, guaranteeing proof of sending and receipt by the recipient.

- **Seller:** The Company may communicate by sending its notices or communications to the Seller's email address, which was provided during the online registration process as a customer of the Platform. In the event that this email address is no longer valid, the Seller must immediately notify the Company of such change, not being accepted as a new shipping address until such change is effectively communicated.

18.3 Either Party may notify the other Party of any change in its e-mail address or other data, although such notification will only be effective on the date specified therein. As long as such communication has not been received by the other Party, communications made to the existing e-mail address shall be deemed to have been validly made.

19. FORCE MAJEURE

19.1 The Company shall not be liable for any damages that may be caused to the Client as a result of delays or non-compliance, which have their origin in unforeseeable events or which, foreseeably, would be impossible to avoid, as well as for all those events that are beyond the scope of control of the Company. If the Force Majeure Event is temporary, the performance of the obligation will be suspended, unless the resulting delay justifies the termination of the contract. If the Force Majeure Event is final, the Contract will be terminated by operation of law without any liability being enforceable for the Party that has been affected by the Force Majeure Event, both Parties being released from their obligations in accordance with the applicable legislation.

19.2 The Company reserves the right to cancel any agreement affected by a Force Majeure Event, without any obligation to compensate the User, as well as the cancellation or suspension of any use of the Services affected by a Force Majeure Event, without implying the obligation to compensate the Client in any amount.

20. TERMINATION

20.1 The Client may cancel their User Account and stop using the Services at any time and without the need for prior notice to the Company, or a request for a judicial resolution.

20.2 The Company may cancel or suspend the User Account, and, consequently, access to the Services, in whole or in part, in the event that the:

i. The Client breaches these General Terms and Conditions of Use or violates any other rules governing the use of the Services, including, but not limited to, the Privacy Policy, the Anti-Money Laundering and Terrorist Financing Prevention Policy and any other terms and conditions and policies;

ii. The Client's conduct may be detrimental to the Company, other Users or Third Parties, or may incur liability of any kind on the part of the Company, another User or a Third Party;

iii. The User Account has been used or is suspected to have been used to carry out illegal or fraudulent activities,

iv. The Company receives an order to block, freeze or suspend a Client's User Account by any judicial body, national authority or governmental authority or government agency; or

v. When the Company so decides in its sole discretion.

20.3 The Company may modify and adapt the Services and other elements used or contained in the Service, at any time. In any event, the Company reserves the right to terminate the Services at any time without notice and for any reason. The Company may block the Client's access, use or participation in the Service, including any content thereof, upon termination of the User Account. Services being provided at the time of cancellation may be discontinued. The Company is not liable for any losses suffered as a result of the immediate termination of the Services.

20.4 Notwithstanding such termination, the Client accepts that it will continue to be subject to the obligations that, by their nature, are enforceable after the termination of the Contract, including, but not limited to, all those obligations relating to Intellectual and Industrial Property Rights, confidentiality, non-concealment and the conservation of certain information for a certain period of time.

21. MISCELLANEOUS

21.1. No Waiver: Except as otherwise expressly set forth in this Agreement or as so set forth in writing, the failure of a Party to exercise, or to partially exercise or delay the exercise of any right or action provided for in this Agreement or applicable law shall not constitute a waiver of that or any other right or action, nor shall it prevent or restrict the further exercise of that or any other right or action.

21.2. Assignment: The Client may not assign any of its rights, licenses or obligations under these Terms or any agreement or terms and conditions that the Client accepts when using the Services. Any attempt to transfer by you will be null and void and will therefore be null and void.

21.3. Language of the contract: In the event of any discrepancy between any of the provisions of this version with the English version of these General Terms of Use, or with any agreement or conditions that the Client accepts when using the Services and with the Privacy Policy, the provisions of the English version shall always prevail. This version is made for convenience and to allow a better understanding of the use of the Platform and its Services to the User.

21.4 Modifications: The Company reserves the right to modify the General Terms and Conditions of Use at any time, as it deems necessary or convenient. The User will have access at all times to the most recent Conditions. In the event that the General Terms and Conditions of Use are modified, the Company will notify the User of such modification at least fifteen (15) calendar days in advance, who must accept such modifications. The User's continued use of the Platform and the Services after the modification of these Conditions will be understood as acceptance of the modified Conditions.

21.5 Nullity: The invalidity, nullity or voidability of any clause of this Agreement shall not affect or prejudice the enforceability of the remaining clauses. In the same way, it is the intention of the Parties to replace any invalid, null or voidable term or clause with a valid and enforceable clause or term in terms as similar as possible to the one declared invalid, null or voidable and in accordance with the judicial declaration and applicable regulations. If such modification is not possible, the clause or term in question shall be deemed to have been deleted, without affecting the validity of the rest of the clause.

21.6 No liability for third-party websites: Links to third-party websites do not imply that the Company has approved their products, services, information or clauses contained therein, nor do they guarantee the accuracy and veracity of the content of such websites. The Company will not be liable under any circumstances for any damages that the User may suffer when accessing or making use of the services or products offered by said websites.

22. APPLICABLE LEGISLATION AND JURISDICTION

22.1 Applicable legislation: This Agreement shall be governed by and construed in accordance with the provisions of this Agreement and, in its absence, with the provisions of applicable Italian law.

22.2 Conflict resolution: The Parties agree to use all reasonable efforts to resolve by mutual agreement any dispute, controversy or claim arising out of or in connection with this Agreement or its existence or formalization, or arising out of or in connection with the transactions contemplated by it or its performance, or the breach, termination or invalidity thereof or such transactions, including any non-contractual dispute or claim ("Dispute" or "Dispute").

If the Parties are unable to resolve a Dispute amicably within fifteen (15) business days from the date written notice of the Dispute is provided by one Party to the other, the matter shall be referred to mediation, to be conducted in accordance with the applicable rules of mediation in Italy, unless the Parties agree otherwise in writing.

22.3 Arbitration: Should the Dispute remain unresolved following mediation, Youhodler Italy S.r.l. informs the Client that, in accordance with applicable consumer protection laws, the Client may initiate consumer arbitration proceedings before a recognized alternative dispute resolution (ADR) body in Italy.

22.4 Jurisdiction: Unless otherwise mandatorily provided by law, any Dispute not resolved through mediation or consumer arbitration shall be subject to the exclusive jurisdiction of the courts of Milan, Italy.

ANNEX I
"List of supported Cryptoassets"

Cryptocurrency	MiCA Classification
Bitcoin (BTC)	Token Other than ARTs and EMTs (Payment Token)
USD Coin (USDC)	EMTs Stablecoin)
Ripple (XRP)	Token Other than ARTs and EMTs (Payment Token)
Ethereum ETH	Token Other than ARTs and EMTs (Hybrid Token)
Solana (SOL)	Token Other than ARTs and EMTs (Payment Token)
Litecoin (LTC)	Token Other than ARTs and EMTs (Payment Token)
Cardano (ADA)	Token Other than ARTs and EMTs (Hybrid Token)
EUR Coin (EURC)	EMTs (Stablecoin)
Polkadot (DOT)	Token Other than ARTs and EMTs (Utility Token)
Binance (BNB)	Token Other than ARTs and EMTs (Hybrid Token)
Stellar (XLM)	Token Other than ARTs and EMTs (Hybrid Token)
Dogecoing (DOGE)	Token Other than ARTs and EMTs (Payment Token)
Chainlink (LINK)	Token Other than ARTs and EMTs (Utility Token)
Avalanche (AVAX)	Token Other than ARTs and EMTs (Utility Token)
Pepe Coin (PEPE)	Token Other than ARTs and EMTs (Payment Token)
Green Metaverse Token (GMT)	Token Other than ARTs and EMTs (Utility Token)
Near (NEAR)	Token Other than ARTs and EMTs (Utility Token)

Sandbox Game **sand**	**Token Other than ARTs and EMTs** **(Utility Token)**
Toncoin **(TON)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
AAVE **aave**	**Token Other than ARTs and EMTs** **(Utility Token)**
Bancor **(BNT)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Fetch AI **(FET)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Floki **(FLOKI)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Tron **(TRX)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Ape Coin **(APE)**	**Token Other than ARTs and EMTs** **(Utility Token)**
UniSwap **(UNI)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Cosmos Network **(ATOM)**	**Token Other than ARTs and EMTs** **(Utility Token)**
MultiverseX **(EGLD)**	**Token Other than ARTs and EMTs** **(Utility Token)**
EOS Network **(EOS)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Gala **(GALA)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Maker DAO **(MKR)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Shiba **(SHIB)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Synthetix **(SNX)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Sushi Swap **(SUSHI)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Yield Farming **(YFI)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Bitcoin Cash **(BCH)**	**Token Other than ARTs and EMTs** **(Payment Token)**
Pancake Swap **(CAKE)**	**Token Other than ARTs and EMTs** **(Hybrid Token)**
Compound **(COMP)**	**Token Other than ARTs and EMTs** **(Utility Token)**
Graph	**Token Other than ARTs and EMTs**

(GRT)	**(Utility Token)**
Decentraland (Mana)	**Token Other than ARTs and EMTs (Utility Token)**
OMG Network (OMG)	**Token Other than ARTs and EMTs (Utility Token)**
Tez (XTZ)	**Token Other than ARTs and EMTs (Hybrid Token)**
Scilla (ZIL)	**Token Other than ARTs and EMTs (Utility Token)**
0x (ZRX)	**Token Other than ARTs and EMTs (Utility Token)**
Singularity Net (AGIX)	**Token Other than ARTs and EMTs (Utility Token)**
Arbitrum (ARB)	**Token Other than ARTs and EMTs (Utility Token)**
Basic Attention Token (BAT)	**Token Other than ARTs and EMTs (Hybrid Token)**
Dash (DASH)	**Token Other than ARTs and EMTs (Payment Token)**
File Coin (FIL)	**Token Other than ARTs and EMTs (Utility Token)**