

## Risk Disclosure Policy

Effective Date: 14/07/2025

This Risk Disclosure Policy (hereinafter referred to as «Policy») is issued by **METASWAP sp. z o.o.** (hereinafter referred to as the «Company», «**METASWAP**»), registration code: 0001143298, with its registered address at ul. STANISŁAWA PRZYBYSZEWSKIEGO 91-99/15, 93-126, ŁÓDŹ, Poland. METASWAP is a Poland-based crypto-asset service provider operating under a Class 2 CASP registration, offering a simple and secure platform for cryptocurrency transactions, including custody and administration services and execution of orders on behalf of clients.

By using our services, you acknowledge and accept the following risks and agree to the terms described herein. These disclosures are made in accordance with the Markets in Crypto-Assets Regulation (MiCA), ensuring transparency, investor protection, and market integrity.

### 1. Fluctuations in Value

Cryptocurrencies are subject to extreme price volatility. Their value can fluctuate significantly in very short periods, resulting in unexpected gains or losses. You must be prepared for the risk of a total loss of value, particularly in cases of market collapse, illiquidity, or hacking events. Cryptocurrencies are not guaranteed to hold value and should be considered a high-risk asset class.

### 2. Price Volatility

Prices are driven by market perception, news, regulatory changes, and market sentiment. Cryptocurrencies can undergo daily, hourly, or even minute-by-minute fluctuations. There is no central stabilizing mechanism to mitigate price swings, making them more unpredictable than traditional financial instruments.

### 3. Services and Change Management

The services provided by METASWAP, including non-custodial execution of crypto-asset transactions, carry inherent risks. Digital assets may be lost completely or partially, and their prices can change drastically without notice. Transfers are generally irreversible.

The Company reserves the right to modify, suspend, limit, or terminate any service or platform feature to comply with legal, regulatory, or security requirements, or to protect clients' interests. METASWAP has implemented internal governance and change-management procedures to ensure that any material changes are assessed for their impact on customers and are communicated clearly whenever possible. You remain responsible for regularly reviewing the latest version of the terms of service.

### 4. Internet and Technology Risks

METASWAP's platform operates through complex IT systems, which are subject to potential failure, disruption, hacking, or cyberattacks. There is also a risk of latency or interruption of service caused by internet connectivity problems outside the Company's control. While METASWAP applies industry-standard security practices and business continuity measures, these risks cannot be fully eliminated.

### 5. Unique Features of Cryptocurrencies

Most cryptocurrencies are not legal tender and are not supported by tangible assets or central authorities. Their value depends entirely on consensus between participants and could collapse if trust

is lost or if a market ceases to function. You must accept the risk of total and permanent loss of your crypto-assets.

## **6. Legal, Tax, and Regulatory Risks**

Regulatory environments evolve rapidly and unpredictably. Changes in laws, regulations, or tax frameworks could negatively affect your holdings or your ability to transact. You are solely responsible for ensuring your compliance with local tax reporting and legal obligations. We recommend consulting a qualified professional.

## **7. Jurisdictional Use and Legal Compliance**

METASWAP provides services in compliance with Polish and EU law. It is your own responsibility to verify that using our services is legal in your country of residence and to meet all local tax, reporting, and registration requirements related to crypto-assets.

## **8. Third-Party Risks**

Some services rely on third parties, such as banking partners, blockchain validators, and payment service providers. METASWAP is not responsible for losses or delays resulting from the actions or failures of such third parties, even if they are involved in the processing or settlement of your transactions.

## **9. Market Manipulation Risks**

Cryptocurrencies are susceptible to price manipulation, including “pump and dump” schemes, market cornering, wash trading, and coordinated trading. These practices can cause sudden and significant price movements and may result in large losses.

## **10. Insufficient and Misleading Information**

Information about cryptocurrencies may be incomplete, misleading, or promotional in nature, especially when advertised through influencers or social media. Marketing material may focus on potential profit without adequate warnings about significant risks. You are strongly advised to conduct thorough, independent due diligence before investing.

## **11. Transaction Fees**

Transactions on blockchains usually require payment of network fees to miners or validators. These fees are variable and subject to congestion and market forces. Additionally, METASWAP and its partners may charge service fees. You should understand these costs in advance, as they affect the net outcome of your crypto transactions.

## **12. Irreversibility of Transactions**

Cryptocurrency transactions cannot be reversed once completed. It is solely your responsibility to verify the recipient’s information before confirming a transaction. If you send funds to the wrong address, there is no way to recover them unless the recipient voluntarily returns them.

METASWAP does offer a statutory 14-day right of withdrawal for certain purchases of crypto-assets that have not yet been accessed or transferred, as described in our Refund Policy.

### **13. Public and Permanent Records**

All transactions on the blockchain are publicly recorded and permanently accessible, potentially exposing transaction histories to data analysis. While addresses may be pseudonymous, with enough data it may be possible to associate them with real-world identities. We recommend using fresh addresses and following best practices for privacy.

### **14. No Central Authority**

Cryptocurrencies are not backed by a central bank or governmental institution. There is no organization with the power to stabilize their price or guarantee their future existence.

### **15. Other Risks**

Other risks exist, such as software bugs, malicious attacks, insolvency of third parties, or market closure. These risks cannot be fully foreseen. You should regularly monitor news, regulations, and market developments that could impact your holdings.

### **16. Business Responsibility**

Businesses accepting cryptocurrencies should ensure they have the capacity to absorb the impact of high volatility or loss of customer payments. Effective risk monitoring, treasury planning, and due diligence on counterparties are essential.

### **17. No Investment Advice**

METASWAP does not provide investment, tax, or legal advice. Any investment decision regarding cryptocurrencies is entirely yours. If in doubt, seek the assistance of a professional adviser.

### **18. Sustainability Disclosures**

Where required under MiCA, METASWAP will provide information about the environmental impacts of its operations, including the energy consumption of crypto-assets used or supported on the platform.

### **19. Consumer Protection**

METASWAP commits to applying MiCA's consumer protection rules, ensuring fair treatment, transparency, and clear communication. We aim to protect client interests and provide sufficient information for responsible decision-making.

### **20. Security and Custody Risks**

Given our non-custodial or near-non-custodial model, METASWAP does not hold your crypto-assets beyond the time strictly required to execute your transaction. We do not provide ongoing safekeeping of client crypto-assets, which reduces custodial risk. However, you remain fully responsible for the safekeeping of your private wallets, addresses, and keys. METASWAP applies industry-standard security protocols for the limited time during which we handle your assets.

### **21. Fraud and Scam Awareness**

Fraud, phishing, and impersonation are significant threats in crypto markets. METASWAP will never ask for your private keys or personal passwords. You are responsible for safeguarding your own authentication data and for verifying official communications from METASWAP. In a non-custodial environment, clients remain solely responsible for maintaining secure backup copies of their private keys and recovery phrases. METASWAP cannot recover your crypto-assets if you lose access to your own private credentials

## **22. Liquidity Risks**

Some crypto-assets may lack adequate liquidity, making it difficult to exit positions at fair prices. Thin markets may worsen losses in volatile conditions.

## **23. Acknowledgement of Risk**

By engaging with METASWAP's platform, you confirm your understanding and acceptance of all the risks described in this Policy. You acknowledge that you have sufficient financial resilience to tolerate potential total loss and will not expose funds you cannot afford to lose.

## **24. AML/CFT Risks**

As part of regulatory compliance, METASWAP applies Anti-Money Laundering (AML) and Counter Financing of Terrorism (CFT) controls. These controls may lead to delays, blocking of funds, or requests for additional documentation. You agree to cooperate fully with these compliance checks as a condition of using our services.

## **25. Governing Law and Dispute Resolution**

This Policy and your use of METASWAP's services are governed by the laws of the Republic of Poland. Any disputes shall fall under the exclusive jurisdiction of the courts of the Republic of Poland, unless mandatory EU or local consumer protection laws require otherwise.

If you require further information or assistance regarding cryptocurrency-related risks, please contact us directly. By continuing to use our services, you accept the terms of this Policy and acknowledge all associated risks in full compliance with applicable MiCA regulations.