

## End User License Agreement and General Terms of Service

**Effective date:** 2025-12-01

This End User Licence Agreement and General Terms of Service (the “**Agreement**”) is a legally binding contract between:

1. **Helvetia Chain GmbH**, Gartenstrasse 6, 6300 Zug, Switzerland, registered in the Commercial Register of the Canton of Zug under number **CHE-381.351.396**, acting under the trading name “**Swissfox**” (“**Helvetia Chain**”, “**Swissfox**”, “**we**”, “**us**”, “**our**”); and
2. The **natural person** who registers for, accesses or uses the Platform or any Services as defined below (“**Customer**”, “**you**”, “**your**”).

By registering for a Swissfox Account, accessing or using the Platform, or by clicking to accept this Agreement where that option is made available to you, you acknowledge that you have read, understood and agree to be bound by this Agreement.

If you do not agree to this Agreement, you must not create an Account and you must not access or use the Platform or the Services.

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### 1. Interpretation and definitions

#### 1.1 Interpretation

1. References to a **person** mean a natural person, unless expressly stated otherwise.
2. References to **laws** or **regulations** include all applicable statutes, ordinances, regulatory rules, circulars, directives, self-regulatory rules, regulatory notices, guidance and any binding decisions of competent authorities, in each case as amended or replaced from time to time.
3. References to **days** mean calendar days unless expressly stated otherwise.
4. Headings are for convenience only and do not affect interpretation.
5. If there is any inconsistency between different language versions of this Agreement, the English version shall prevail, unless mandatory law in your jurisdiction requires otherwise.

#### 1.2 Definitions

In this Agreement:

1. **Account** means the relationship and environment created for a Customer on the Platform following successful onboarding and customer due diligence, through which the Customer accesses and uses the Services.
2. **AML/CTF Policy** means the internal policy of Helvetia Chain on the prevention of money laundering, terrorist financing and sanctions violations, as amended from time to time.

3. **Applicable Law** means any law, statute, regulation, ordinance, self-regulatory rule, directive, judgment, order, guidance or decision of any governmental, regulatory, supervisory, tax or judicial authority that applies to a Party or to the subject matter of this Agreement, including without limitation Greek and Swiss anti-money-laundering and counter-terrorist-financing laws and regulations, sanctions and embargo regimes, tax laws and consumer protection laws.
4. **Customer Due Diligence** means the identification, verification, risk assessment and ongoing monitoring measures that Helvetia Chain must carry out in respect of Customers in order to comply with Applicable Law, the VQF Regulations and the AML/CTF Policy.
5. **Digital Asset** means any digitally represented value that is supported by the Platform for spot trading or custody from time to time, including cryptoassets, cryptocurrencies, tokens and stablecoins, whether native or issued on a distributed ledger. Digital Assets are not legal tender and are not issued, guaranteed or backed by any central bank.
6. **Fiat Currency** means any government-issued currency that is recognised as legal tender in its country of issuance.
7. **Force Majeure Event** has the meaning given in Clause 22.3.
8. **Instructions** means any order, request, cancellation, amendment, message, confirmation or other communication that is submitted to us or through the Platform by or on behalf of the Customer.
9. **Intellectual Property Rights** means all current and future intellectual property rights, including copyrights, neighbouring rights, database rights, design rights, trade marks, service marks, trade names, logos, trade secrets, domain names, patents, utility models, rights to inventions and all rights of a similar nature, whether registered or unregistered, and all applications, renewals, extensions and rights to claim priority.
10. **Order** means any instruction submitted through the Platform by or on behalf of the Customer to buy or sell a Digital Asset, including market, limit and any other order type that we may make available from time to time.
11. **Party** means each of Helvetia Chain and the Customer, and **Parties** means both of them collectively.
12. **Platform** means the Swissfox web, mobile and application programming interface environments, including all software, interfaces, technologies, algorithms and infrastructure used by Helvetia Chain to provide the Services.
13. **Services** means the services provided by Helvetia Chain under this Agreement, as further described in Clause 7.

14. **Spot Trading** means the exchange of one Digital Asset for another Digital Asset, or of a Digital Asset for Fiat Currency, on a fully funded, delivery-versus-payment basis without leverage, margin, lending, derivatives, futures or options.
15. **Support Address** means [support@swissfox.com](mailto:support@swissfox.com) or any replacement address we notify to you.
16. **VQF** means the Financial Services Standards Association, a Swiss self-regulatory organisation recognised for the purposes of anti-money-laundering supervision under the Swiss Anti-Money-Laundering Act.
17. **VQF Regulations** means the regulations of VQF as self-regulatory organisation pursuant to the Swiss Anti-Money-Laundering Act, as amended from time to time.

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## 2. Our identity and regulatory status

1. Helvetia Chain GmbH is a company incorporated under the laws of Switzerland with its registered office at Gartenstrasse 6, 6300 Zug, Switzerland, company number CHE-381.351.396. It operates the Platform and provides the Services under the trading name “Swissfox”.
2. Helvetia Chain qualifies as a Swiss financial intermediary within the meaning of the Swiss Anti-Money-Laundering Act and is a member of **VQF Financial Services Standards Association**, which supervises Helvetia Chain with regard to compliance with anti-money-laundering and counter-terrorist-financing obligations.
3. Unless explicitly stated otherwise in writing:
  1. Helvetia Chain is **not** a bank, not a securities firm, not a collective investment scheme and not a central counterparty;
  2. your Account is **not** a bank account or deposit account; and
  3. assets held with or through Helvetia Chain are **not** protected by any depositor or investor protection scheme.
4. Helvetia Chain does **not** accept deposits from the public within the meaning of Swiss banking regulation. If Helvetia Chain makes use of any permissible sandbox threshold or settlement-period exemption under Swiss banking regulation, you expressly acknowledge and agree that:
  1. Helvetia Chain is not supervised by the Swiss Financial Market Supervisory Authority as a bank; and
  2. any deposits you place with us are not covered by Swiss depositor protection.
5. Helvetia Chain does not provide portfolio management, investment advice, financial planning, legal advice, tax advice or any other regulated financial service beyond those expressly described in this Agreement.

You are responsible for determining how Greek, Swiss and other regulatory regimes apply to you and for complying with all Applicable Law that applies to your use of the Services.

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### 3. Scope of this Agreement and related documents

1. This Agreement governs your use of the Platform and the Services and forms the framework contract between you and Helvetia Chain.
2. This Agreement is supplemented by, and incorporates by reference, the following documents:
  1. the Swissfox Fee Schedule;
  2. the Swissfox Privacy Notice;
  3. the Swissfox Cookie Notice;
  4. any product-specific or service-specific terms that we may publish from time to time, including any application programming interface terms of use; and
  5. any operational policies or notices that we designate as binding.
3. In case of conflict between this Agreement and any incorporated document, this Agreement shall prevail, unless that other document is expressly stated to prevail or mandatory Applicable Law provides otherwise.
4. This Agreement supersedes any prior general terms or framework contracts between you and Helvetia Chain in respect of the subject matter hereof.

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### 4. Eligibility

1. We only enter into business relationships with **natural persons acting on their own behalf and as beneficial owners of the assets** involved in the relationship.
2. You may open and maintain an Account and use the Services only if all of the following conditions are met:
  1. you are a natural person at least eighteen years old (or older if the minimum legal age to form a binding contract in your jurisdiction is higher);
  2. you have full legal capacity and all necessary authorisations to enter into this Agreement and to perform your obligations under it;
  3. you are acting **solely on your own account and for your own benefit** and you are the ultimate beneficial owner of all assets you introduce to, or hold with, Helvetia Chain;
  4. you are not a politically exposed person (domestic, foreign or international) and not a person closely associated with a politically exposed person;

5. you are not a resident of, located in, or otherwise subject to the jurisdiction of a country which we classify as a **non-serviced country** or otherwise restricted, including but not limited to countries subject to comprehensive international sanctions, countries designated by the Financial Action Task Force as high-risk jurisdictions subject to a call for action, and the United States of America and its territories where you are domiciled or otherwise taxable;
6. neither you nor any person who ultimately owns or controls you is a person that is subject to sanctions or listed on any sanctions list published by Switzerland, the European Union, the United States of America, the United Kingdom, Greece or any other relevant authority;
7. you are not using and will not use the Services on behalf of or for the account of any legal entity, trust, foundation, association, insurance wrapper, escrow structure or any other third party; and
8. you meet any additional eligibility criteria that we may publish on the Site or the Platform from time to time.

3. We do **not** open or maintain Accounts for:

1. legal entities of any form (including operating companies, domiciliary companies, associations, trusts, foundations, insurance wrappers, escrow structures);
2. joint mandates, numbered accounts, pseudonymous accounts or accounts with third-party powers of attorney.

4. We may refuse to open an Account, may restrict access to the Services or may terminate this Agreement at any time if we reasonably consider that you do not meet, or no longer meet, the eligibility conditions.

5. You must notify us without undue delay if you cease to meet any eligibility condition or if any of your eligibility-related representations becomes untrue.

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## 5. Customer due diligence, monitoring and AML/CTF measures

1. Helvetia Chain is required under Applicable Law, the VQF Regulations and its AML/CTF Policy to carry out customer identification, verification, beneficial ownership identification, risk assessment and ongoing monitoring.
2. You agree to provide us with all information and documentation that we reasonably request for these purposes, including:
  1. identification documentation such as passport or identity card;
  2. proof of residential address;
  3. information regarding your employment or professional activities;

4. information and documentation regarding the origin of funds, overall wealth, transaction purpose and economic background; and
5. any other information that we reasonably deem necessary to comply with our legal and self-regulatory obligations.

3. You represent and warrant that all information and documentation you provide is true, accurate, current and complete and that you will promptly notify us of any material change.

4. We may, at any time and at our discretion, re-verify your information, request additional information or documentation, and update your risk assessment and risk category.

5. If you fail to provide information or documentation requested by us within the timeframe specified, we may suspend or terminate your access to the Platform or Services, block or delay transactions, or take any other measures we reasonably consider necessary to comply with Applicable Law.

6. We may aggregate multiple transactions and treat them as a single transaction where this is appropriate for monitoring purposes, including in order to comply with our anti-money-laundering, counter-terrorist-financing and sanctions obligations.

7. Where we know or have reasonable grounds to suspect that assets or transactions may be connected with money-laundering, terrorist financing, sanctions violations or other criminal conduct, we may, in accordance with Applicable Law:

1. conduct enhanced due diligence and internal investigations;
2. block, freeze or otherwise restrict the use or movement of assets;
3. decline to execute Instructions or accept further assets; and
4. file reports with competent authorities and cooperate with them.

8. You acknowledge that we may be legally prohibited from informing you about the existence or contents of any such report or investigation and that we may be required to maintain asset freezes for a period determined by law or by competent authorities.

9. We will not be liable for any loss or damage arising from any action taken in good faith to comply with our legal or self-regulatory duties in the area of AML/CTF and sanctions, except to the extent caused by our unlawful intent or gross negligence or by any liability which cannot be excluded or limited under mandatory Applicable Law.

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## 6. Account opening, access and security

1. To use the Platform and Services you must complete our registration process and open an Account. We only offer **permanent business relationships** and do not conduct occasional one-off transactions without an Account.

2. You must maintain at all times a valid electronic mail address, mobile telephone number and physical address and must keep such details up to date in your Account settings.
3. You are solely responsible for:
  1. maintaining the confidentiality and security of your login credentials, multi-factor authentication devices, application programming interface keys and any other security credentials;
  2. ensuring that your devices, operating systems, browsers and applications used to access the Platform are adequately protected; and
  3. all activities that occur under or in connection with your Account, whether or not you authorised them.
4. If you suspect that your Account or security credentials have been compromised, you must immediately change your password and any other compromised credentials and notify us via the Support Address.
5. We may require or enforce specific security measures, such as multi-factor authentication, withdrawal address whitelists, time-locks or additional verification, and may suspend or block access where we identify or suspect security incidents or unauthorised access.

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## 7. Description of services

### 7.1 Core Services

Subject to this Agreement and any service-specific terms, Helvetia Chain provides the following Services:

1. **Spot Trading Services**
  1. Operating an electronic trading platform that allows Customers to submit Orders for Spot Trading in supported pairs of Digital Assets and, where available, Fiat Currencies.
  2. Matching Orders using our order matching engine in accordance with our trading rules and matching algorithms.
  3. Settling executed trades by crediting and debiting the relevant balances in Customer Accounts.
2. **Custody and wallet services**
  1. Safekeeping Digital Assets on behalf of Customers using custody arrangements determined by us, including cold, warm and hot storage or other models.

2. Maintaining internal ledger balances that reflect each Customer's entitlement to Digital Assets and, where applicable, Fiat Currencies held by or for Helvetia Chain.

### 3. Deposit and withdrawal services

1. Supporting inbound transfers of supported Digital Assets to blockchain addresses or channels designated by us.
2. Supporting outbound transfers of supported Digital Assets to blockchain addresses specified by you, subject to our controls and procedures, including Travel Rule requirements and external wallet verification as set out in Clause 10.
3. Where offered, supporting Fiat Currency funding and withdrawals through approved payment methods for settlement purposes only.

### 4. Ancillary services

1. Providing Platform interfaces (web, mobile applications and application programming interface) for interacting with the Services.
2. Providing account information, statements, trade confirmations and other reporting.
3. Providing customer support through channels described on the Site.

## 7.2 Services not provided

Helvetia Chain does **not** provide:

1. leveraged or margin trading;
2. derivatives, futures, options or other complex financial instruments;
3. lending, borrowing, staking on your behalf, or rehypothecation services (unless expressly introduced in a future service-specific annex);
4. portfolio management or discretionary investment management;
5. investment, legal, tax or other professional advice.

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## 8. Platform operation and availability

1. We operate the Platform on a commercially reasonable efforts basis. We do not guarantee continuous, uninterrupted or error-free access to the Platform or Services.
2. The Platform or certain Services may be temporarily unavailable or limited due to maintenance, upgrades, technical issues, network congestion, cyber-attacks, market stress events, regulatory orders, Force Majeure Events or other circumstances beyond our reasonable control.

3. We may, without liability, suspend, restrict or modify the Platform or Services where reasonably necessary for security, operational resilience, regulatory compliance, risk management or business reasons.
4. You acknowledge that delays, failures or outages can affect the timing and execution of Orders, deposits, withdrawals and other actions and that markets for Digital Assets may move rapidly during such events.

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## 9. Orders, execution and trading rules

1. You may submit Orders only through the channels supported by the Platform and in accordance with the technical and operational specifications that we publish from time to time.
2. You must ensure that you have sufficient available balances in the relevant Digital Asset or Fiat Currency to support each Order. We may reject, cancel or not execute Orders that are not properly funded.
3. We may impose order size limits, position limits, rate limits, throttling and other risk controls at our discretion.
4. An Order is considered received when it is accepted by the Platform. An Order is considered executed when it is matched in whole or in part with one or more counter-orders on the Platform.
5. Executed trades are final and irreversible as between you and us, subject only to correction of manifest errors, obvious misprints, technical malfunction or other exceptional circumstances as determined by us acting reasonably and in good faith.
6. We may cancel or correct transactions where:
  1. a trade has occurred at an obviously erroneous price;
  2. the trade resulted from a technical failure of the Platform or external infrastructure;
  3. there is a reasonable suspicion of market abuse, fraud, manipulation or other unlawful conduct; or
  4. required or requested by a competent authority or by Applicable Law.
7. You are responsible for monitoring the status of your Orders and for managing your own risk, including through the use of any cancellation or risk features that we may offer.
8. We may publish detailed trading rules that complement this Clause. Those rules will be binding to the extent they do not conflict with this Agreement.

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## 10. Deposits, withdrawals, Travel Rule and blockchain networks

1. You may deposit supported Digital Assets to your Account by transferring them to the deposit addresses designated by us. You are responsible for ensuring that you send only the correct Digital Asset to the correct network and address.
2. Digital Asset transactions are irreversible once broadcast to the relevant network. We have no ability to reverse or recall transactions on a distributed ledger.
3. We will credit deposits to your Account after sufficient network confirmations and completion of internal checks. We may apply different confirmation requirements for different Digital Assets and networks.
4. We may refuse to credit, may reverse crediting or may impose holds on deposits where:
  1. we reasonably suspect fraud, market abuse or other unlawful activity;
  2. the transaction appears to be associated with a prohibited service or address; or
  3. we are required to do so by Applicable Law or a competent authority.

#### **10.1 Withdrawals and external wallet verification**

5. Withdrawals of Digital Assets are processed subject to:
  1. your available balance;
  2. completion of any required security or verification steps;
  3. applicable network fees; and
  4. our risk controls and monitoring.
6. Withdrawals to or from **external wallets** are permitted only where the external wallet is controlled by you and you have been verified as the wallet holder through appropriate technical means, such as:
  1. provision of the external wallet during onboarding;
  2. verification by small test transaction and proof of receipt;
  3. verification via cryptographic message or signature; or
  4. other equivalent methods that we consider appropriate.
7. Where an external wallet is hosted by another virtual asset service provider, we may require that such provider supplies adequate identifying information about the wallet holder in line with the so-called “Travel Rule” and other Applicable Law.
8. If incoming or outgoing transactions involve an unverified external wallet, we may block, delay or reverse the transaction, request proof of wallet control or initiate an internal investigation.

#### **10.2 Travel Rule compliance and inter-VASP transfers**

9. For Digital Asset transfers that fall within the scope of applicable “Travel Rule” requirements, you acknowledge that we will collect, verify, store and transmit originator and beneficiary identifying information to other virtual asset service providers or financial institutions as required by law or self-regulatory rules.
10. We may use dedicated Travel Rule messaging systems or protocols to exchange such information and may refuse to process transfers where required information is missing, counterparties are not appropriately supervised, or counterparties cannot be identified to our satisfaction.

### **10.3 Network risks**

11. You acknowledge that Digital Asset transfers are subject to network congestion, delays, forks, cyber-attacks and other technical risks and that we are not responsible for any losses arising from failures, delays or issues of the underlying networks that are outside our reasonable control.
12. Where Fiat Currency services are offered, deposits and withdrawals may be subject to the terms and conditions of the relevant payment service providers and correspondent banks. Processing times may vary and we are not responsible for delays attributable to third parties.

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### **11. Balances, statements and internal ledger**

1. We maintain an internal ledger recording your balances of Digital Assets and, where applicable, Fiat Currencies.
2. Your Account interface will typically display your balances, transactions and trade history. You must review these regularly and notify us promptly of any apparent errors.
3. In case of discrepancy between your records and our records, our records shall be decisive in the absence of manifest error.
4. We may correct our records to reflect actual balances, including the reversal of erroneous credits or debits.

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### **12. Supported Digital Assets, forks, airdrops and discontinuation**

1. We determine, at our discretion, which Digital Assets and trading pairs are supported on the Platform.
2. We may add, suspend, restrict or remove support for any Digital Asset or trading pair at any time, for example due to technical, legal, risk, market or business reasons. Where reasonably practicable, we will provide advance notice.
3. In the event of a fork, airdrop, token swap, re-denomination, protocol upgrade or other change to a Digital Asset:

1. we will decide, in our discretion, which resulting asset or assets, if any, we will support;
2. we are under no obligation to support any new asset, token or forked chain; and
3. we may take any actions we reasonably consider necessary, such as temporarily suspending deposits and withdrawals, mapping balances or requiring you to take certain steps.

4. If we permanently delist or cease to support a Digital Asset:
  1. we will make reasonable efforts to provide you with an opportunity to withdraw the affected Digital Asset within a specified timeframe; and
  2. if you fail to withdraw by the deadline, we may, to the extent permitted by Applicable Law, convert the Digital Asset into another supported asset or take other measures we consider appropriate, acting reasonably and in good faith.

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### **13. Fees and pricing**

1. We will charge fees for the Services in accordance with our Fee Schedule as in force from time to time.
2. Fees may include, without limitation:
  1. trading fees;
  2. deposit and withdrawal fees;
  3. network or miner fees for Digital Asset transfers;
  4. any other applicable charges.
3. Fees may be deducted from your balances or charged in any other manner described in the Fee Schedule or on the Platform.
4. We may amend our Fee Schedule from time to time. Unless prohibited by Applicable Law, amended fees will apply from the date indicated in the Fee Schedule update.
5. Prices and exchange rates for Digital Assets on the Platform are determined by supply and demand on the Platform and may differ from prices available on other platforms or markets.

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### **14. Prohibited activities, non-serviced countries and restricted sectors**

1. You must not use the Platform or Services for any unlawful purpose or in connection with any of the following activities, without limitation:
  1. money laundering, terrorist financing, proliferation financing or sanctions evasion;

2. fraud, scams, market manipulation or other financial crime;
3. dealing in stolen goods or Digital Assets obtained through crime;
4. activities involving ransomware, malware, darknet marketplaces or mixing/tumbling services that are intended to obscure transaction origins;
5. unauthorised or unlicensed financial services;
6. tax evasion or aggressive tax schemes contrary to Applicable Law;
7. unauthorised gambling or betting where prohibited;
8. violation of intellectual property rights or data protection laws;
9. any activity that we reasonably consider to expose us, our customers or our service providers to unacceptable legal or reputational risks.

2. We maintain internal lists of **non-serviced countries** and **non-serviced business sectors** based on our AML/CTF Policy and risk appetite. We do not open or maintain Accounts for persons domiciled in, conducting current business in, or transacting to or from such non-serviced countries or sectors.
3. You must not use any technologies, including virtual private networks, proxy services, bots or other technical means, to circumvent geographic restrictions, sanctions, eligibility criteria or risk controls.
4. If we reasonably suspect that you are engaged in prohibited activities or that you have misrepresented your eligibility, we may take any action we consider appropriate, including:
  1. suspending or closing your Account;
  2. blocking or delaying transactions;
  3. freezing balances;
  4. reporting to competent authorities; and
  5. terminating this Agreement.

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## 15. Intellectual property and licence to use the Platform

1. Helvetia Chain or its licensors own all Intellectual Property Rights in the Platform, the Site, the Swissfox brand, software, databases, designs, content, documentation and related materials.
2. Subject to this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform and Services for your own lawful purposes.

3. You must not, and must not permit any third party to:
  1. copy, reproduce, modify, adapt, translate, create derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Platform, except where such restriction is prohibited by Applicable Law;
  2. remove, obscure or alter any proprietary notices or trade marks;
  3. use any automated means (including bots, scrapers or crawlers) to access the Platform, except where expressly permitted through official application programming interfaces;
  4. frame, mirror or otherwise incorporate any part of the Platform into any other service without our prior written consent; or
  5. use the Platform in any manner that infringes Intellectual Property Rights or other rights of Helvetia Chain or any third party.
4. All rights not expressly granted to you are reserved.

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## 16. Application programming interface usage

1. We may provide application programming interface access to the Platform. Application programming interface usage is subject to this Agreement and any specific application programming interface documentation or terms published by us.
2. You must keep your application programming interface keys confidential and secure and must immediately revoke and regenerate them if you suspect compromise.
3. We may impose rate limits, usage caps, throttling and other technical restrictions on application programming interface usage.
4. We may modify, suspend or discontinue application programming interface access at any time for security, operational or regulatory reasons.

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## 17. Data protection and confidentiality

1. We will process personal data relating to you in accordance with Applicable Law, including in particular the Swiss Federal Act on Data Protection, and, where applicable, the EU General Data Protection Regulation and corresponding Greek data protection legislation, and in accordance with the Swissfox Privacy Notice.
2. You acknowledge that the Privacy Notice forms an integral part of this Agreement and describes in more detail:
  1. the categories of personal data we process;

2. the purposes and legal bases of processing, including processing for AML/CTF, sanctions, fraud prevention and risk management;
3. the categories of recipients of personal data;
4. any cross-border transfers and safeguards applied; and
5. your rights under applicable data protection law and how to exercise them.

3. In order to process payments and transfers, comply with AML/CTF and sanctions obligations and operate the Platform, we may disclose your personal data (including your name, contact details, account or wallet identifiers and transaction information) to:
  1. group companies;
  2. other financial institutions and virtual asset service providers involved in your transactions;
  3. blockchain-analytics providers and Travel Rule solution providers;
  4. service providers who process data on our behalf; and
  5. competent authorities, regulators and self-regulatory organisations.
4. We will retain personal data for as long as necessary for the purposes for which it was collected and to comply with legal obligations, including any minimum retention periods under AML/CTF and financial-services laws (which may require us to retain some data for at least ten years after the end of the business relationship or the relevant transaction).
5. We will treat as confidential any non-public information that you provide, subject to our rights and obligations under Applicable Law, including obligations to regulators, self-regulatory organisations and law enforcement agencies.
6. You acknowledge and agree that the transmission of data over the internet is never entirely secure and that we cannot guarantee absolute data security.

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## 18. Representations and warranties

You represent and warrant to us, on a continuous basis, that:

1. all information and documentation you provide is true, accurate, current and complete;
2. you have full power, capacity and authority to enter into this Agreement and to perform your obligations;
3. you are acting solely on your own behalf and for your own account and are the beneficial owner of all assets that you introduce to the relationship;
4. you are not a politically exposed person and are not subject to sanctions;

5. you comply, and will continue to comply, with all Applicable Law that applies to you in relation to the Services, including tax, anti-money-laundering, sanctions and foreign-exchange rules; and
6. you have taken independent professional advice or have independently assessed that the Services and Digital Assets are appropriate for you, having regard to your financial situation, knowledge, experience, risk tolerance and investment objectives.

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## **19. No advice and no fiduciary relationship**

1. The Services are provided on an execution-only basis. We do not provide any investment, legal, tax, accounting, regulatory or other professional advice.
2. Communications from us, including market commentary, price information, educational content, research, statistics or other information, are for general information only and do not constitute a personal recommendation or investment advice.
3. You must obtain independent professional advice if you require assistance in evaluating the risks and suitability of Digital Assets or the Services.
4. We do not act as your adviser, manager, trustee or custodian in a fiduciary capacity, or in any similar role. No fiduciary relationship arises between you and us.

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## **20. Risk disclosure**

1. You acknowledge that trading, holding and transferring Digital Assets involves significant risks, including but not limited to:
  1. extreme price volatility and potential complete loss of value;
  2. market illiquidity, thin order books and slippage;
  3. technological risks relating to blockchain protocols, consensus mechanisms, smart contracts, cryptographic algorithms and software;
  4. operational and cybersecurity risks, including hacking, theft, fraud, loss of private keys, phishing and other attacks;
  5. risks of delays, failures or errors in networks, infrastructure and third-party service providers;
  6. regulatory changes, enforcement actions and policy shifts that may affect the legality, taxation, usability or value of Digital Assets or the Services;
  7. risks associated with forks, airdrops, token swaps and changes to protocols; and

8. risks arising from your own technical environment, devices, wallet configurations and security practices.
2. You understand and accept that:
  1. Digital Assets are not legal tender and are not backed, guaranteed or insured by any government or central bank;
  2. there is no guarantee of any return, yield, income or profit; and
  3. you may lose all amounts you invest in Digital Assets.
3. You are solely responsible for assessing the risks of each Digital Asset and service before you use it, implementing appropriate security controls and determining whether and how to diversify your risk.

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## 21. Taxes

1. You are responsible for determining and fulfilling your own tax obligations in relation to your use of the Services and your holdings and transactions in Digital Assets and Fiat Currencies.
2. We do not provide tax advice and do not assume any responsibility for your tax obligations.
3. We may be required by Applicable Law to report certain information to tax authorities or to withhold taxes. You must provide us with any information and documentation reasonably required for tax reporting or withholding purposes.
4. We will not be liable for any taxes that you may incur as a result of your use of the Services.

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## 22. Liability, indemnity and Force Majeure

### 22.1 Exclusions and limitations of liability

1. Nothing in this Agreement shall exclude or limit any liability that cannot be excluded or limited under mandatory Applicable Law, including, where such law applies, liability for unlawful intent or gross negligence, or for death or personal injury caused by such conduct, or liability owed to you as a consumer under mandatory consumer-protection rules.
2. Subject to Clause 22.1.1, and to the fullest extent permitted by Applicable Law, we shall not be liable to you for:
  1. any loss of profits, loss of revenue, loss of business, loss of opportunity, loss of data, loss of goodwill or any indirect or consequential loss;
  2. any loss arising from fluctuations in the value of Digital Assets;

3. any loss or damage resulting from events or circumstances beyond our reasonable control, including Force Majeure Events and failures of third-party systems;
4. any loss resulting from your breach of this Agreement, your negligence, your misuse of the Platform or your failure to implement appropriate security measures;
5. any loss resulting from unauthorised access to your Account where we have not acted with unlawful intent or gross negligence; or
6. any loss arising from actions taken by us in good faith to comply with Applicable Law, regulatory requirements, self-regulatory rules or orders of competent authorities.

3. Subject to Clauses 22.1.1 and 22.1.2, and to the extent permitted by Applicable Law, our aggregate liability arising out of or in connection with this Agreement, the Platform and the Services, whether in contract, tort or otherwise, shall not exceed the total net fees paid by you to us in the twelve-month period immediately preceding the event giving rise to the claim.

## 22.2 Indemnity

1. You shall indemnify and hold harmless Helvetia Chain, its directors, officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to:
  1. your breach of this Agreement or of Applicable Law;
  2. your misuse of the Platform or Services;
  3. any incorrect, incomplete or misleading information you provide; or
  4. any claim brought by a third party arising from or related to your use of the Services.
2. This indemnity does not apply to the extent that a claim is caused by our own unlawful intent or gross negligence or by any liability which cannot be excluded or limited under mandatory Applicable Law.
3. We may set off any amounts you owe under this indemnity or otherwise against any amounts or assets held for you.

## 22.3 Force Majeure Events

1. A **Force Majeure Event** means any event or circumstance beyond the reasonable control of the affected Party, including but not limited to:
  1. acts of God, natural disasters, pandemics or epidemics;
  2. war, terrorism, civil unrest, riots, strikes, lockouts and industrial disputes;

3. failures or interruptions of power supply, telecommunications, internet, hosting, cloud or other infrastructure;
4. cyber-attacks, distributed denial-of-service attacks and other malicious activities;
5. failures, malfunctions or changes in distributed-ledger technologies, protocols or third-party services;
6. acts or omissions of any governmental, regulatory or judicial authority.

2. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by a Force Majeure Event, provided that the affected Party uses commercially reasonable efforts to mitigate the effects and resumes performance as soon as reasonably practicable.

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### **23. Suspension, closure and termination**

1. You may request closure of your Account at any time by following the process described on the Platform or by contacting us via the Support Address, subject to:
  1. settlement of all outstanding Orders and obligations; and
  2. withdrawal or transfer of all balances in accordance with our procedures and Applicable Law.
2. We may suspend, restrict or terminate your access to the Platform or Services, or may close your Account, at any time, for example:
  1. where you breach this Agreement or Applicable Law;
  2. where we reasonably suspect fraud, market abuse, financial crime, sanctions violations or other prohibited activities;
  3. where required by Applicable Law or by a competent authority;
  4. where there are material adverse changes in your risk profile or eligibility;
  5. where we decide to discontinue the Platform or a particular Service; or
  6. in any other circumstances where we reasonably consider termination to be appropriate for risk management or business reasons.
3. Where we terminate this Agreement for reasons not related to your breach of this Agreement, legal, regulatory or risk-management obligations, we will provide you with reasonable prior notice and an opportunity to withdraw your assets, unless prohibited by law or the order of a competent authority.
4. Where we know or suspect that assets or transactions are connected with money-laundering, terrorist financing, sanctions violations or other criminal conduct,

we may be required to refuse to execute your Instructions, block or freeze your assets and, in some cases, **may not be permitted to terminate the relationship or allow withdrawals** until authorised by competent authorities.

5. Upon termination:

1. all rights and licences granted to you under this Agreement shall cease;
2. we will use reasonable efforts to enable you to withdraw remaining balances, subject to Applicable Law, risk controls and instructions from competent authorities; and
3. provisions that by their nature are intended to survive termination shall continue to apply, including those relating to liability, indemnity, tax, data protection, intellectual property and dispute resolution.

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## 24. Changes to this Agreement and to the Services

1. We may amend this Agreement from time to time to reflect changes in our Services, business model, risk management, technology, Applicable Law, self-regulatory obligations or market practice.
2. We will notify you of material changes in advance by publishing the updated Agreement on the Site and/or by electronic communication. Unless a shorter period is required or permitted by Applicable Law, we will provide at least **30 days'** notice before material changes take effect.
3. If you do not agree to a change, you must cease using the Services and close your Account before the change becomes effective.
4. Your continued use of the Platform or Services after the effective date of any change will constitute your acceptance of the updated Agreement.
5. We may also modify, add, suspend or remove features, Services or products from time to time. Where such changes are material and not driven by legal, regulatory or security reasons, we will provide notice where reasonably practicable.

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## 25. Complaints and dispute resolution

1. If you have a complaint, you should contact us through the dedicated support channels indicated on the Site, providing all relevant details and documentation.
2. We will acknowledge receipt of your complaint, investigate it and provide a response within a timeframe that is reasonable having regard to the complexity of the matter and applicable regulatory expectations.

3. If you are not satisfied with our response, you may have the right to escalate the complaint to an alternative dispute resolution body or to a supervisory authority, depending on Applicable Law and your location.
4. Nothing in this Agreement limits your right to bring a claim before the competent courts as set out in Clause 26.

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## 26. Governing law and jurisdiction

1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the substantive laws of **Greece**, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.
2. Subject to mandatory provisions of law that provide for other forums, any dispute, controversy or claim arising out of or in connection with this Agreement, including its validity, breach or termination, shall be subject to the exclusive jurisdiction of the competent courts at the registered office of Helvetia Chain GmbH in Zug, Switzerland.
3. If you are a consumer and mandatory Applicable Law in your place of residence grants you the right to bring claims before the courts of your domicile or otherwise provides you with additional mandatory protections, this Clause does not deprive you of those rights or protections.
4. The choice of Greek law as governing law does not affect the application of any mandatory provisions of law that would apply irrespective of this choice, including without limitation mandatory provisions of Swiss law that apply to Helvetia Chain as a Swiss financial intermediary (for example in the areas of anti-money-laundering, sanctions and data protection).

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## 27. Communications and electronic signatures

1. You agree that we may communicate with you and provide contractual documents, notices, confirmations and other information electronically, including via the Site, the Platform or electronic mail.
2. You must regularly check your electronic mail account and the Platform for communications from us.
3. You agree that electronic records and logs maintained by us shall constitute *prima facie* evidence of Instructions given, transactions concluded and communications sent or received.
4. By clicking “I agree”, “Accept” or similar buttons, or by otherwise using the Platform or Services, you provide your consent and electronic signature and agree to be bound by this Agreement and any amendments.

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## 28. Assignment and transfer

1. You may not assign, transfer, pledge or otherwise dispose of your rights or obligations under this Agreement without our prior written consent.
2. We may assign or transfer this Agreement, or any of our rights or obligations, to another entity within the Helvetia Chain group or to a successor in connection with a merger, acquisition, corporate reorganisation or business transfer, provided that such entity assumes our obligations under this Agreement. We will notify you of any such assignment where required by Applicable Law.

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## 29. Third-party services and links

1. The Platform may contain links to third-party websites, services or content. We do not endorse, control or assume any responsibility for such third parties.
2. Your use of third-party services may be subject to separate terms and conditions between you and the relevant third party. We are not a party to those arrangements.
3. We shall not be liable for any loss or damage arising from your use of or reliance on any third-party services or content.

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## 30. Entire agreement, severability and no waiver

1. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between you and Helvetia Chain regarding the subject matter and supersedes all prior understandings, representations and agreements, whether written or oral.
2. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a competent authority, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.
3. No failure or delay by us in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of that right or remedy.
4. Any waiver of a right or remedy must be in writing and signed by us to be effective.

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## 31. Language

You acknowledge and agree that this Agreement and communications relating to it shall be provided in the English language. Where translations are provided for convenience, the English version shall prevail in case of inconsistency, except where Applicable Law requires otherwise.

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### **32. Acceptance**

By creating an Account, accessing or using the Platform or the Services, or by clicking to accept this Agreement where that option is made available to you, you acknowledge that you have read, understood and agree to be bound by this Agreement.