Last updated: July 2025

NILOS FRANCE SAS
CUSTOMER AGREEMENT

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Introduction

This NILOS FRANCE SAS CUSTOMER AGREEMENT ("Agreement") is for customers who apply to access and use services provided by Nilos France SAS and its agents and affiliates (collectively, "Nilos", "we" or "us") described below and such other services that may be provided by NILOS FRANCE SAS from time to time (the "Services") on the Nilos Application or by any other mean including the API (the "App" or "Platform") developed by NILOS FINANCIAL SERVICES LTD, parent company of Nilos France SAS.

By accessing and using our Services, you expressly accept the terms of this Agreement. This Agreement is legally binding and will take effect upon the date on which you first access the Services.

References to this "Agreement" include:

1. This Customer Agreement;
2. Any other agreement or disclosure provided to you in relation to the provisions of the Services ("Additional Terms"), each as amended or supplemented from time to time, provided that such Additional Terms shall be provided to you with reasonable prior notice and will only form part of this Agreement following your consent.

NILOS FRANCE SAS (company number 918733502) with its registered address at 57 avenue Charles de Gaulle, 92200 Neuilly-Sur-Seine, France is registered according to the regulatory requirements of France as a PSAN (n°E2023-074) with the AMF ("Autorité des Marchés Financiers").

NILOS FRANCE SAS Services

NILOS FRANCE SAS provides the following services as its core business:

- Digital assets custody, which can be accessed on the App, which enables you to store ("Custody Services"), receive ("Deposit Services") and send ("Withdrawal Services") Digital Assets
- Trading of digital assets, which can be accessed on the App, which enables you to purchase and sell Digital Assets for FIAT currencies or other Digital Assets ("Trading Services").

For purposes of this Agreement, "Digital Assets" refers to any digital currency or other digital asset available through our Services, as defined in Article L. 54-10-1 of the French Monetary and Financial Code ("CMF"). According to this article, Digital Assets include tokens that represent rights, which can be transferred or stored electronically, and any units of value stored digitally and accepted for payment, exchange, or investment purposes, excluding those qualifying as financial instruments. Nilos reserves the right, at its sole discretion, to terminate support for any Digital Asset or Blockchain, providing at least 10 days prior notice of such termination. If you do not sell such Digital Asset before we terminate its support, we may, at our discretion, arrange for any such Digital Asset held in your Account to be liquidated at current market prices and credit your Account minus transaction costs for any proceeds from such liquidation. Nilos commits to securing the best available market prices when

executing such orders.

As part of our Services listed above, Nilos France SAS does not directly provide any services related to fiat funds. All fiat funds deposited to your Nilos Account are held in a dedicated payment account provided by our Payment Account Provider, Modulr Finance B.V., 81852401, Strawinskylaan 4117 1077ZX Amsterdam, R182870 (the "Payment Account Provider"). If you subscribed to open a (or multiple) Virtual IBAN(s), this service is also provided by the Payment Account Provider. By accepting their Terms and Conditions during onboarding, you enter a business relationship with the Payment Account Provider. Nilos may provide such services under its Payment license in the future. You will be informed of such changes.

By using the Services, you accept and are solely responsible for understanding the risks involved in buying, selling, and holding Digital Assets, subject to the terms of this Agreement. You acknowledge that you are solely responsible for understanding and accepting the risks involved in investing in, buying, and selling Digital Assets, subject to the terms of this Agreement.
Nilos has no control or influence over such risks and shall not be liable, directly or indirectly, for any loss in value of Digital Assets.

You understand that the value of Digital Assets and any unsupported forked Digital Assets can fluctuate substantially, which may result in a significant or total loss of the value of the assets held in your Account or any unsupported forked Digital Assets. You agree that Nilos will not be liable for any loss in value of the Digital Assets due to such fluctuations or unsupported forked Digital Assets at any time.

Access to Digital Asset supplies may be limited. The supply of Digital Assets available to Nilos to provide to you through trade orders and the ability of Nilos to deliver Digital Assets depends on third-party liquidity providers, such as market makers, that are outside of Nilos' control. Under certain market conditions, you may find it difficult or impossible to liquidate a position, such as where the market reaches a daily price fluctuation limit or where there is insufficient liquidity in the market. Further, Nilos does not own or control any of the protocols that are used in connection with Digital Assets and their related networks, including those resulting from a fork. Accordingly, Nilos disclaims all liability relating to such protocols and any change in the value of any Digital Assets (whether Forked Assets or not), or any Digital Assets, and makes no guarantees regarding the security, functionality, or availability of such protocols or networks. You accept all risks associated with the use of the services to conduct transactions, including risks in connection with the failure of hardware, software, and internet connections outside the control of Nilos.

Additional risks of investing in Digital Assets include, but are not limited to the following:

- Your investment in Digital Assets is not protected by any government insurance, government compensation scheme, or any private insurance purchased by Nilos.
- Digital Assets are not legal tender, operate without central authority or banks, and are not backed by any government.
- Digital Assets are highly speculative and can experience significant volatility, including periods of extreme price fluctuations. This volatility can result in substantial losses over a short period. Additionally, as Digital Assets are a relatively new technology, they may become obsolete or be delisted, which could render them worthless. It is crucial to understand these risks when

considering investments in Digital Assets.

- Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- In your jurisdiction, Nilos may not be regulated as a Digital Assets Services Provider.
- Trading platforms on which Digital Assets are traded, including exchanges that may be used by Nilos to support trade orders, may stop operating or shut down due to fraud, technical problems, hackers or malware, and these trading platforms may be more susceptible to fraud and security breaches than established, regulated exchanges for other products.
- The nature of Digital Assets means that any technological difficulties experienced by Nilos may prevent the access or use of a user's Digital Assets.
- Some Digital Asset transactions shall be deemed to be made when recorded on the public ledger, which is not necessarily the date or time a user initiates a transaction.
- The decentralized, open-source protocol of the peer-to-peer computer network supporting Digital Assets could be affected by internet disruptions, fraud or cybersecurity attacks, and such network may not be adequately maintained and protected by its participants. Legislative and regulatory changes or actions at the local, national or international level may adversely affect the use, transfer, exchange, and value of Digital Assets.

Limitations to the Service

Nilos does not provide any investment recommendations or investment or tax-related advice. Any explanation or information which we give to you as part of a trade or about the performance of the trade is not intended to be and should not be considered as advice, and any decision you make while using our Services is your sole responsibility you hereby acknowledge that you are not relying on Nilos for any decisions you make while using out Services.

In addition, Nilos may not provide all the Services to customers domiciled in certain countries due to restrictions under applicable law, or restrictions under our internal policies (such countries, "Restricted Countries"). We may change the list of Restricted Countries, as well as the Services that are available in those countries, from time to time.

If you attempt to access your Account from a Restricted Country,are resident in such a jurisdiction, if we reasonably believe that you are attempting such access or have become a resident in such a jurisdiction, Nilos may restrict your Account and any pending orders may be canceled. For purposes of this Agreement, a "Restricted Country" is any country or jurisdiction subject to economic, financial or trade sanctions or embargoes, export controls or other restrictive measures imposed by the United States of America (including those administered by the United States Department of the Treasury's Office of Foreign Assets Control), the European Union, any member state of the European Union, or any other applicable regulatory body ("Sanctions") or not compatible with our risk appetite.

Nilos may impose limits on your use of the Services, including transaction limits on Trading Services. Such limits may vary, at Nilos' sole discretion, depending on a variety

of factors, including legal and/or regulatory requirements. Nilos shall provide you with as much as practicable prior notice to such limits being placed.

For payment purposes, all available countries are listed at all times on the Nilos App/

Account

You must register for a Nilos account to use the Services (an “Account”). You are solely responsible for all orders placed in your Account, which means that all orders entered by you are unsolicited and based on your own decisions. You are fully responsible for all activity that occurs under your Account, and we are entitled to rely on all instructions given and orders placed via your Account as if they were placed or authorized by you, without further investigation or verification unless we wish to do so in our absolute discretion.

You authorize Nilos to open or close your Account, place and withdraw orders, and take such other steps as are reasonable to carry out your directions. All transactions will be operated only on your order or the order of your authorized delegate, except as described in this Agreement.

Customer Due Diligence

You agree to provide us with the information we request (which may be requested during registration for your Account or at any time deemed necessary) for identity verification purposes, providing the Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crime. You allow us to keep a record of such information. The information we request may include, but is not limited to, personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number), mobile device identifiers, and any such information that Nilos is required to collect from time to time under applicable law.

Nilos may also inquire about your investment profile, including the source of your wealth, employment, and income.

As the Representative of a Legal Person, you agree to provide us with any information we request about yourself, as well as any information about the Legal Person you represent that is necessary to open and maintain the Account. This includes, but is not limited to, Corporate Documentation, Shareholding Structure, Beneficial Owners’ information and identity documentation, and Management information and identity documentation.

You agree to promptly notify Nilos of any changes in the information submitted as part of the Account registration process, including your name, residential address, email address, and telephone number, or any changes in the applying Legal Person.

You understand that Nilos may take steps to verify the accuracy of the information you provide to Nilos relating to your Account in your application or otherwise. You authorize

us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you, us and/or third parties against fraud or other financial crime, and to act as we reasonably deem necessary based on the results of such inquiries. You acknowledge and agree that your personal information may be disclosed to credit reference, identity verification and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. Please refer to the Nilos Privacy Policy for information on how Nilos processes your personal information.

You acknowledge that Nilos will not provide the Services until Nilos verifies your identity in accordance with its customer identification and verification procedures. Your Account may be restricted or closed if Nilos cannot obtain and verify this information. Nilos will not be responsible for any losses or damages (including, lost opportunities) that may result if your Account is restricted or closed. Nilos will provide you with reasons as to why your Account was restricted or closed, including all reasonable supporting evidence, except where such disclosure is prohibited by law or regulatory requirement.

Nilos reserves the right to refuse to take on or maintain a customer relationship, at its own discretion, for any reason, subject to applicable law, including but not limited to situations where Nilos has been unable to, or prevented from, completing the account opening or reactivation process or where you have failed to provide information or documentation which is required to be obtained from you in order to comply with any Anti-Money Laundering or other regulatory or legal obligations whether initially or on an ongoing basis.

Custody Services

In accordance with Article D. 54-10-1 of the French Monetary and Financial Code, custody services refer to the service of preserving digital assets on behalf of third parties, which consists of controlling, on behalf of a third party, the means of access to digital assets registered in a shared electronic recording device (such as a blockchain) and maintaining a register of positions in the name of the third party, reflecting its rights to said digital assets.

You understand that any order for Digital Assets placed through the Trading Services, or any Digital Asset received on the Blockchain on your Custody Account that is subsequently filled will result in your Account being promptly credited the amount of such Digital Assets. You understand you can view your balance of Digital Assets in your Account on the Platform.

Title to Digital Assets in your Account shall always remain with you and shall not transfer to Nilos or any Affiliate. Nilos will not use customer Digital Assets for its own account without your explicit authorization.

Nilos acts as custodian for the Digital Assets held in your Account, and Nilos will hold your Digital Assets in one or multiple Dedicated segregated Wallet(s), segregated from other Nilos client's funds or Nilos' own funds. Nilos will act as a custodian with respect to Digital Assets held in your Account and will not lend, pledge, or hypothecate your Digital Assets without your consent. Nilos will not use customer Digital Assets to secure or guarantee an obligation of or extend credit to Nilos.

Nilos will provide you with a position statement of the Digital Assets held in custody at least once every quarter. This report will be delivered on a durable medium as defined by Article 314-5 of the CMF, ensuring that you have access to a comprehensive record of your holdings. Additionally, you may request a position statement at any time via the platform, which will be provided promptly.

Deposit Services

You understand that only listed Digital Assets can be deposited into your Account. Nilos does not guarantee that non-listed deposited Digital Assets will be displayed or will be available on your Account. You may inquire with Nilos regarding whether a Digital Asset is accepted on the Nilos App prior to its deposit. You accept to share any requested information on the Deposit Blockchain Address to Nilos, including Ownership information.

You understand that Nilos can send the deposit back to its sending Blockchain Address in some cases, including but not limited to, a high-risk exposure based on Blockchain Data or a potential Sanctions Match.

The deposit and withdrawal of funds in your Account are subject to certain limitations, including daily maximum transfer thresholds and number of transfers, which Nilos may change from time to time.

Withdrawal Services

Withdrawal orders will be deducted from your available balance. Nilos may refuse the withdrawal to a Blockchain Address in some cases, including but not limited to, the non-coverage of a Blockchain, a high-risk exposure based on Blockchain Data or a potential Sanctions Match. You agree to provide any requested information on the Withdrawal Blockchain Address to Nilos, including Ownership information.

If a withdrawal is refused, you accept that another Withdrawal Blockchain Address will need to be provided to Nilos.

You understand that the processing time of a Digital Asset Withdrawal can vary and that Gas Fees may apply for Digital Asset Withdrawals (see Fees and Charges section).

Trading Services

You may give Nilos instructions by electronic means using the Platform. You are responsible for all orders entered on the Platform or using the API, where the App has been accessed using your username and password, except in cases of Nilos' negligence, fraud, or willful misconduct.

Nilos allows you to place Market orders on the App for the purchase or sale of Digital Assets in legal tender (in accordance with Article D. 54-10-1 of the CMF) or the

exchange of digital assets for other digital assets. Market orders may be submitted either in FIAT amounts or in Digital Assets amounts. By placing a market order, you agree to pay or receive the prevailing market price provided by Nilos at the time your market order is requested.

If you do not understand the order types and limitations applicable to the Platform and your Account, please request further assistance, and seek independent advice. Please do not place any orders if you do not understand these order types and limitations.

You understand that all orders for Digital Assets placed through your Account will be executed in reliance on your promise that an actual purchase is intended and that Nilos reserves the right to require full payment in cleared funds prior to the acceptance of any order. You must ensure that sufficient funds are available in your Account before placing a buy order for Digital Assets and that you have the requisite Digital Assets in your Account before placing a sell order. You agree that it is your responsibility to cancel any order that you do not wish to be filled. You understand that you may not be able to cancel an order prior to its filling and that an order cannot be canceled or reversed once it is filled. Nilos is not liable to you for the completion of an order, if a cancellation request is submitted after the order has been executed.

You agree and understand that Nilos does not guarantee that any order that you place will be filled if (i) a trade order conflicts with applicable law or this Agreement and/or (ii) such order was placed during a scheduled or unscheduled downtime or is nonmarketable. The App shall be provided to you on a 24/7 basis, excluding unscheduled downtimes. Nilos shall provide you with at least 7 days' notice for scheduled downtime, which will occur outside of regular business hours to minimize user impact. Any unscheduled downtime will be resolved as quickly as possible, with regular updates provided.

You understand that the method, counterparty, broker (if any) and venue (if any) used for the execution of any order that you place shall be determined by Nilos at its discretion, in good faith and with consideration for Nilos Best Execution Policy.
You agree that Nilos may execute orders for you in a principal capacity or, when routing to a third party for execution, in an agency or riskless principal capacity. You further acknowledge that the execution price of an order routed to a third-party trading platform may differ from the published price at the time of execution.

Additionally, Nilos does not receive any financial or other incentives for directing an order to a specific digital asset service provider or any other entity involved in digital asset transactions, ensuring that our order-routing process remains impartial and aligned with your best interests.

Nilos will not group customer orders with orders for its own account, unless such grouping is unlikely to cause detriment to any client whose orders are grouped. Each client is informed of the potential negative effects of grouping in specific circumstances.

Nilos has implemented a Best Execution Policy, ensuring the fair allocation of grouped orders and transactions based on order volume, price, and partial executions. The policy also guarantees that no financial or other incentives influence the routing of orders to third-party service providers.

For every transaction carried out, Nilos will provide you with the following information

on a receipt available on the Nilos Application or by request to the Customer Service:

- Day and time of trading;
- Type of order;
- Whether the order was executed against Nilos' own account or through a digital asset trading platform, with identification of the platform;
- Identification of the Digital Asset;
- Buy/sell indicator;
- Quantity;
- Unit price;
- Applicable charges;
- Total price.

When a trade order is entered, the notional Euro value of the purchase, or quantity of Digital Assets of the sale will be deducted from the available balance in your Account. An additional reserve may be deducted for market orders to protect against market movement. The deducted value may be returned to your Account if the trade order expires, is canceled, or the executed value is less than the amount deducted.

In accordance with Article L. 54-10-5 of the CMF, when applicable, Nilos will publish relevant details of orders and transactions on digital assets. This includes disclosing transaction-specific information in a transparent manner to ensure market integrity and

compliance with applicable regulations. The information published may include the nature of the transactions, the volume traded, and the prices executed, providing transparency to clients and market participants regarding the trading activity facilitated by Nilos.
You may be responsible for fees and expenses that your bank imposes on you in respect of the transfer of money to your nominated bank account. Neither Nilos nor any business partner will be responsible for any of such fees or expenses imposed by your bank.
Nilos reserves the right to amend the funding mechanisms for your Account at any time, upon notice, and may add new funding mechanisms without notice to you.

Fees and Charges

You agree to pay any fees Nilos imposes in connection with the Nilos Services at the fee agreed in the transaction confirmation. Further, Nilos reserves the right to vary rates and fees among customers in connection with special offers, promotions, arrangements, or account criteria such as account value/balance or customer loyalty. Additionally, you are also responsible for paying all applicable taxes. You authorize Nilos to automatically debit your Account for any agreed fees (as per a transaction confirmation) and taxes.

You agree that Nilos reserves the right to pass on any fees charged by any Digital Asset exchanges, brokers, market-makers, liquidity providers, or other types of Digital Assets counterparties, trading venues, or intermediaries (each, a “Market Actor”). You further understand that Nilos may receive activity-based rebates from Market Actors in relation to Digital Asset transactions.

In addition to any applicable transfer fee, a specific exchange rate will be applied. You acknowledge that changes in exchange rates may be applied immediately without prior notice. We commit to informing you of any changes in rates as quickly as possible, unless we have agreed upon specific frequency or methods for providing or making available such information. Furthermore, any changes in exchange rates that are favorable to you may be applied without prior notice.

You understand that pricing, including the Subscription amount and Transactions Fees, is detailed in the Nilos France SAS Order Form and that all applicable fees related to a transaction will be mentioned on the App prior to submitting your order.

Responsibilities

You will provide Nilos with all information relevant to the Services and will respond promptly to any requests Nilos makes for further information. Nilos will provide Services to you based on the information that you have provided.

You agree not to open multiple Accounts for the same Legal Person.

For an account opened under the name of a Legal Person, you confirm you are legally allowed to represent it.

You agree to only use the Platform and your Account solely for the purposes of the Legal Person you represent.

Each party must act responsibly and reasonably when providing and/or using the Services. You must not use the Services to commit or attempt to commit a crime or engage in abusive, unethical or otherwise prohibited behavior.

You acknowledge that you are solely responsible for any orders or instructions that appear in, originate from, or are associated with your username and password, your Account, or your Account number. All such orders or instructions will be executed in reliance on your promise that an actual purchase or sale is intended. Nilos is entitled to assume that any order or instruction received from your Account is a valid order or instruction issued by you. You must pay for purchases immediately or on demand. Nilos reserves the right to require full payment in cleared funds prior to the acceptance of any order.

You agree not to allow any person to trade on your Account.

You represent, on the date this Agreement is entered into and throughout its duration, that, as the Legal Representative of a Legal Person:

- The information provided to Nilos by the representatives of the Legal Person is (and any information to be provided will be) complete, accurate, and not misleading in any respect. The representatives will promptly notify Nilos of any changes to such information.
- The Legal Person will be liable to Nilos for all obligations and liabilities arising from any material breach of this Agreement or any other agreement entered into with Nilos or any affiliate.
- The legal representatives and/or the people given access to the account ("Authorized users") accept full responsibility for monitoring and safeguarding its Account and access to the Account. This includes:
    - Keeping the Account number, username, and password confidential, and other related information confidential and not sharing them with any unauthorized person;
    - Not allowing any unauthorized person access to the Account;
    - Securing any computer or mobile device used to access the Platform;
    - If biometric access (such as facial recognition, fingerprint recognition, or similar) is used, ensuring that only authorized biometrics are able to unlock the mobile device and App;
- The Authorized users will immediately notify Nilos in writing if it becomes aware of:
    - Any loss, theft, or unauthorized use of its Account number, username, or password;
    - Any failure to receive any communication indicating that an order placed via the Services was received, executed, or canceled, as applicable,
    - Any failure to receive an accurate written confirmation of an order, execution, or cancellation;
    - Any receipt of confirmation of an order, execution, or cancellation that was not placed by Authorized users;
    - Any inaccurate information in or relating to orders, trades, margin status, Account balances, deposits, withdrawals, securities positions, or transaction history; or
    - Any other unauthorized use or access of the Account.

You agree to notify Nilos immediately after you discover any Potential Fraudulent Event and no more than twenty-four hours following discovery.
You agree to cooperate fully with the legal authorities and Nilos and its affiliates in any investigation of any Potential Fraudulent Event. You will complete any reasonably required affidavits or formal written statements promptly, accurately, and thoroughly. You acknowledge that access to the Services, including your Account, may be suspended in the event of a Potential Fraudulent Event, and you agree to compensate Nilos, its affiliates, and Nilos' and its affiliates' respective officers, directors, and employees for any losses arising out of or relating to any Potentially Fraudulent Event that are caused by your actions or omissions.

Your use and storage of any information (including your Account number, Account information, transaction activity, account balances, and any other information) on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or computer is at your own risk and is your sole responsibility, and you acknowledge that Nilos recommends that you use devices with appropriate, up-to-date security software to reduce the risk that the system or Mobile Device used will be susceptible to unauthorized access.

You represent that entering into this Agreement or any transaction hereunder will not violate or conflict with any law applicable to you, or any charge, trust deed, contract, other instrument, or contractual restrictions applicable to, binding on, or affecting you or any of your assets or obliging you to create any lien, security interest, or encumbrance. You will comply with all applicable laws, regulations, licensing requirements and third-party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Services and the Platform. You will comply with applicable laws and disclosure requirements relating to taxation in all relevant jurisdictions. You will comply with all applicable laws and disclosure requirements relating to anti-bribery and corruption, anti-money laundering and other forms of financial crime, and you will not engage in or facilitate or undertake any transaction that may involve Nilos or affiliates facilitating bribery, corruption, money laundering or other forms of financial crime.

You are not subject to any Sanctions or are present on any other sanctioned or restricted party lists, and you will not undertake any transaction or activity that places Nilos or affiliates in violation of such economic Sanctions.

You agree to the use of automated systems or service bureaus in conjunction with your Account, including automated order entry and execution, record-keeping, reporting and account reconciliation, and risk management systems (collectively, "Automated Systems"). The use of Automated Systems entails risks that could cause substantial damage or expense to you, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems.

Disclaimer of Warranties

Nilos represents, warrants and undertakes that the Services (including for the avoidance of doubt, the provision of the App and Platform) will be performed with skill and care, and in compliance with any applicable documentation provided to you and

applicable laws.

Nilos does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. The Services, App and the Platform are provided “as is” and on “as available” basis, and except for any express representations and warranties stated herein, Nilos does not make any representation or warranty of any kind, whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever and Nilos expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, title, and non-infringement.

You hereby acknowledge, confirm, and agree that (i) certain portions of the Services may be provided by Nilos's third-party licensors, and Nilos' ability to provide such portion of the Services is subject to the willingness of such licensors to continue to contract with it; (ii) the Services are provided “as is” and they may be modified, supplemented, or removed from time to time in Nilos' sole discretion; and (iii) Nilos’ ability to deliver the Services also depends upon your timely cooperation and that Nilos is not liable or responsible for any claim or loss suffered by you if Nilos is not provided with this cooperation.

Liabilities

To the maximum extent permitted by applicable law and except for instances of fraud or a party’s intentional misconduct or your violation of Nilos' Intellectual Property Rights (including any unauthorized or misuse of the Services, App or Platform), in no event will either party be liable to the other party for any punitive, exemplary, multiple, indirect, consequential, special, or lost profits, damages arising from or relating to this Agreement, whether foreseeable or unforeseeable, even if advised of the possibility of such damages.

Subject to the foregoing paragraph, you will be liable to Nilos for any direct damages, including reasonable legal fees, resulting from your breach of any of the terms of this Agreement.

You hereby agree and acknowledge that your sole and exclusive remedy for any uncured breach by Nilos of its obligations under this Agreement, is termination by written notice to Nilos. In any event, Nilos' maximum liability hereunder shall be the amounts actually paid to Nilos by you under this Agreement in the twelve (12) months preceding the event giving rise to your cause of action. For clarity, limitations in this section do not apply to payments due to Nilos under this agreement.

Without derogating from the foregoing, Nilos and its affiliates are not responsible for any loss or damage arising as a result of or in connection with:

- any event outside Nilos’ reasonable control, including disruption to or unavailability of the Services caused by disruption to any market, communications network, or information technology;
- performance or non-performance by any exchange, market data provider, execution venue, agent, or other third party, or any of their respective agents or affiliates, of any of their obligations relative to any Digital Assets or other assets;
- any non-compliance by you with any of the terms and conditions of this Agreement;

- any third-party actions related to your receipt and use of any information, Third-Party Information, market analysis, other third-party content, or other such information obtained on the Platform or otherwise through the Services;
- any third-party actions related to your use of the Services;
- any loss resulting from a network failure of a Digital Assets' cryptographic protocol; or
- your or your agent's misrepresentation or alleged misrepresentation, or act or omission; following your or your agent's directions or instructions, failing to follow your or your agent's unlawful or unreasonable directions or instructions, or failing to follow your or your agent's orders with respect to your Account when your Account has been subject to an attachment or sequestration in any legal proceeding against you (in which case Nilos and its affiliates will be under no obligation to contest the validity of any such attachment or sequestration).

Any materials, information, views, opinions, projections or estimates provided on the Platform by Nilos are for informational purposes only and may change without notice.

If you authorize or permit third parties to access or use the Services provided by Nilos or its affiliates, including your Account, you will be responsible for any losses or damage resulting therefrom. This includes any losses or damage arising from claims or lawsuits brought by third parties against Nilos or its affiliates related to such access and use.

Ownership; Intellectual Property

Nilos and/or its affiliates retain sole ownership of all rights, titles, and interests, including all Intellectual Property Rights, in and to the Services, the App and the Platform, as well as any associated documentation. Except for the right to use the Services under this Agreement, you expressly understand and agree that you will not acquire any rights, titles or interests to the Services, the App and the Platform. Nilos reserves all rights in and to the App, the Platform and the Services, not expressly granted in this Agreement.

You may, from time to time, provide Feedback (as defined below) to Nilos. It is hereby agreed that all Feedback is and shall be given entirely voluntarily, and such Feedback shall be exclusively owned by Nilos and shall be considered as the Nilos's Intellectual Property Rights. Feedback, even if designated as confidential by you, shall not, absent a separate written agreement, create any confidentiality obligation on the part of Nilos. Furthermore, Nilos shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. "Feedback" means comments for improvements or modifications or other feedback which you, or anyone on your behalf, may time to time provide to the Company concerning the Services, App or the Platform.

Nilos hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Services, the App (also via its web interface) and the Platform, for the duration of this Agreement as part of the Services.

For the purposes of this section:

- “Intellectual Property Rights” means (i) patents, inventions, designs, copyright and related rights, database rights, works of authorship, trade secrets, trademarks, service marks and trade names logos, or other identifying words or images, (whether registered or unregistered), and rights to apply for registration for any of the foregoing; (ii) proprietary rights in domain names; (iii) know how, designs, drawings, utility models, mask works, specifications, formulas, methods, techniques, processes, databases, software, code, algorithms, architecture, records, documentation, research results, study results and any other similar intellectual and industrial property as well as any other confidential information;
- applications, extensions and renewals in relation to any of these rights; and
- all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof, as well as any moral rights, rights of privacy, rights of publicity and all other rights of a similar nature or having an equivalent effect which currently exists anywhere in the world

You may not – and may not authorize your Legal Representative or any third-party to:

- allow a third party who has not been expressly and previously authorized to access or use the Services, the App or the Platform, in return for payment, not in return for payment or free of charge;
- translate, modify, adapt, copy or reproduce the App, or any other element function or graphic of the Services, the App or the Platform and/or merge all or part of the Services, the App or the Platform in other computer programs;
- sublicence, lend, rent, distribute, commercialize, transfer, sell, resell or divest the Services, the App or the Platform in any manner;
- develop a product or a service competing with the Services, the App or the Platform, develop services identical or similar to the Services, develop any functionality of the Services, the App or the Platform;
- proceed to reverse engineering, decompile, disassemble, or circumvent one of the Services, the App or the Platform's mechanisms or seek to reconstruct or discover the source code of the App;
- conceive a derivative work based on the Services, the App or the Platform;
- compile, collect or assemble information pertaining to the App in order to make use of it commercially, create a product or service similar, identical to or competing with the Services, the App or the Platform; or
- use the App, the Platform, or the Services for any unlawful purpose.

Restrictions on Use of Services; Termination of Services

Nilos reserves the right, at any time and in its sole discretion, and without prior notice to you, to:

- prohibit or restrict your access to the Services, Platform or related services, and your ability to trade, deposit, or withdraw funds;
- refuse to accept or execute any of your orders;, or
- terminate your Account as described in the next Section.

Closing of your Account will not affect the rights or obligations of either party that arose before the closure date. Nilos may also restrict your Account from withdrawals or trading for various reasons, including but not limited to the following reasons:

- a reasonable suspicion of fraud, diminished capacity, or inappropriate activity; or

- reasonable notice that ownership of some or all of the assets in your Account are in dispute.

Nilos shall not be liable for any losses you may incur due to its refusal to permit any deposit, withdrawal or transaction.

In relation to the above paragraphs, Nilos may provide you with reasons for any prohibitions or restrictions enforced, along with reasonable supporting evidence, unless prohibited by law.

Nilos may, at any time and at its sole discretion, discontinue or change any product, service, or feature. If a product or service is discontinued or changed, you agree that we may transfer you to a reasonably similar product or service, provided it performs materially in line with the original and does not diminish your intended use. We will provide you with prior notice of material changes, discontinuation, or transfers, as required or applicable.

Nilos will take reasonable steps to notify you if we freeze, block, or terminate the Services and/or your Account. However, there may be times where Nilos must take such actions without prior notice, including when we reasonably believe there is a security or regulatory risk, you have breached the Agreement, we are required to do so by law or a regulator, or if there is a proceeding, order, or announcement related to a winding-up or bankruptcy involving you.

Termination; Events of Defaults; Account Closure

You are entitled to terminate this Agreement and close your Account immediately by giving written notice, provided that you pay any outstanding fees and withdraw any remaining balances.

Without prejudice to Nilos' rights under this Agreement to cease providing the Services or block access to your Account, Nilos may terminate this Agreement or close, deactivate, or block access to your Account at any time at its sole discretion (i) by providing at least 30 days' notice, or (ii) without prior notice in the event of a breach of any of the terms of this Agreement by you or in the instances listed below.
Nilos also reserves the right, at its sole discretion, to execute or reject any pending orders or instructions after such notice to terminate.

In either case, while no penalty will be imposed on you, you will remain liable for all obligations owed to Nilos, whether arising before or after termination, including those related to transactions initiated before Nilos received your notice and completed afterward. You will also be liable to pay the amount outstanding at the date of termination in respect of all interest and charges.

Nilos may terminate this Agreement without notice:

- if there is an Event of Default (defined below),
- if there is a real risk of harm or loss to Nilos if the Agreement continues (for instance, in cases of fraud or violation of economic sanctions),
- where required by law or by a regulator,
- if you are reasonably suspected of having committed a crime or using the Services for an unlawful purpose, or

- where, acting reasonably, Nilos considers immediate termination is required to fulfill its legal or regulatory obligations.

For purposes of this Agreement, each of the following will be an “Event of Default”:

- you fail to pay us within seven days, any fees, charges, and/or liabilities on your Account, where we have requested such payments;
- you enter liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due;
- you become subject to an administration order or a receiver or similar appointment, or order are made, or proceedings commenced in respect of any of your assets;
- we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any applicable law; and/or
- You, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us.

If your Account has been terminated for whatever reason, Nilos may unless prohibited from doing so by applicable law:

- close out all or any of your open positions at current market prices;
- liquidate any Digital Assets held in your Account at current market prices;
- deduct all applicable fees, costs, expenses, taxes, and other charges related to the liquidation of your Digital Assets or any transaction conducted after termination under this Section; and
- transfer any remaining balances to a valid Payment Method linked to your Account.

Each event described above is referred to as an “Account Closure Transaction”.

Ift Nilos reasonably determines that your Account balance is insufficient to cover the costs and fees associated with an Account Closure Transaction, you agree to forfeit such balance. You further agree that Nilos will not be responsible or liable for any losses, unrealized gains, damages, expenses, or other harm that you may incur as a result of this forfeiture.

Notwithstanding anything stated above, any Account Closure Transaction as well as removing any information and data can take up to 5 business days.

Communications

Nilos may record, monitor, and retain telephone conversations and other forms of electronic communications with you. You are advised that these recordings may be used as evidence in the event of a dispute or upon request by the relevant regulatory authorities. You agree to accept these recordings as evidence of your orders, instructions, or any other relevant communications related to those orders or instructions, or the ongoing provision of services. Nilos may use recordings or transcripts for any purpose it deems appropriate, as permitted by applicable law. Any personal data contained within the recordings or transcripts may be used in accordance with Nilos Privacy Policy, which is available on www.nilos.io. You may have the right to object to the recording of telephone conversations. If you wish to exercise this right, please inform us before or during the call.

You agree to receive all Communications electronically. By providing this consent, you accept electronic delivery of all Communications, except those you have specifically requested in paper form. Subject to the terms of this Agreement, you may revoke or limit your consent to electronic delivery at any time by notifying Nilos in writing. If you revoke or limit your consent, Nilos may, at its sole discretion, charge a reasonable fee for paper delivery, restrict or close your Account, or terminate your access to the Services.

Your consent to receive electronic delivery will be effective immediately and will remain in effect unless you revoke it. Any Communication received before your revocation is processed will still be considered valid and effective.
In order to receive electronic deliveries, you must have access to a computer or mobile device with internet access, a valid email address, and the ability to download any applications specified by Nilos.

By entering into this Agreement, you agree to all conditions regarding the electronic delivery of Communication and confirm that you have carefully read and understood the above information regarding informed consent to electronic delivery.

The primary methods of communication about your Account include:

- posting on Nilos's website (the "Website") or providing information via the App (including alerts that a Communication has been posted to the Platform and is available for viewing),
- sending emails to your registered email address, or
- providing notices, as required by applicable law, that will direct you to the Platform, App or the Website.

Unless required by applicable law, Nilos and its affiliates reserve the right to post Communications on the App or Website without notifying you separately. Further, Nilos and its affiliates reserve the right to send Communications to your postal or registered email address, or via the App or Website. You agree that all Communications provided to you by any of these methods are considered personally delivered to you when sent or posted on the Platform, whether or not you actually receive them.

All email notifications regarding Communications will be sent to your email address on record. You agree to maintain the email address until you provide a new one, and you agree to immediately notify Nilos of a change in your email address. Email messages may fail to transmit promptly or properly, including being delivered to a spam folder. You are solely responsible for ensuring that emails from Nilos or its affiliates are not marked as spam and for regularly checking the Platform, regardless of whether you receive an email notification, to avoid missing any information, including time-sensitive or important communications.

You acknowledge that unauthorized or unintended third parties may access communications transmitted over the Internet. Therefore, you agree not to send any confidential information, including Account numbers or passwords, in unencrypted emails. You also agree to hold Nilos and its affiliates, and their respective officers and employees harmless for any such access.

Complaints management

Nilos is dedicated to addressing customer concerns promptly and effectively. If you are dissatisfied with any aspect of our services, you may submit a complaint using the standard complaints form available on the Platform or by contacting our Customer Support team.

Upon receiving your complaint, Nilos will categorize it according to its severity and process it within the appropriate time frame. The response time will vary depending on the nature and urgency of the complaint. High-priority complaints, such as those involving the security of user assets, data privacy, or Nilos' reputation, will be processed and resolved more quickly than lower-priority complaints, which may not pose immediate risks to the security of funds or service availability.

In all cases, Nilos aims to resolve complaints efficiently and fairly. A formal response will be provided as soon as possible, taking into account the severity of the issue. All complaints are recorded in our complaints register, which tracks the nature of the complaint, the actions taken, and the outcome.

If you are not satisfied with the resolution, you may escalate the matter to the relevant regulatory authority or seek other forms of redress as provided by applicable law.

Assignment

Any assignment or transfer of Nilos’ rights or obligations under this Agreement, including any associated functions, to a third-party will require your prior written consent. If you object to any such assignment, you may terminate this Agreement by providing Nilos with written notice.

This Agreement shall bind your heirs, assigns, executors, successors, conservators, and administrators. You may not assign this Agreement or any rights or obligations under it without first obtaining Nilos’ prior written consent.

Amendment

Nilos may from time-to-time change or supplement this Agreement at any time by posting the revised Agreement on the Platform, app or its website. The revised Agreement shall become effective upon posting. By continuing to use the Services after the publication of any changes, you agree to and accept those changes. You agree that any notification of amendments in the manner as aforesaid shall be considered sufficient notice, and your continued access and/or use of the Services shall constitute an affirmative acknowledgement and acceptance of the revised Agreement. If you do not agree with any modification, you should request for your Account’s closure and cease using the Services.

The website, App or Platform (as applicable) will advise you that this Agreement has been amended, in your first login after said amendment.

Remedies

Failure or delay in exercising any right or remedy under this Agreement does not constitute a waiver of that right or remedy. Similarly, any single or partial exercise of a right or remedy does not prevent further exercise of that right or remedy. The rights and remedies provided in this Agreement are cumulative and do not exclude any other rights and remedies provided by law.

The exercise of any right or remedy under this Agreement will not preclude Nilos from exercising that right or remedy again (or in full, if previously exercised only in part) or from exercising any other right or remedy Nilos has under this Agreement, any other agreement in place between you, or otherwise. Nilos' rights and remedies under this Agreement are not exclusive of any provided by law or otherwise.

Third-Party Information; Educational Content

Nilos or its affiliates may provide certain content or information through the Platform, such as market prices for Digital Assets, quotes from Market Actors, news, articles, commentary, research, links to external websites, and other information (collectively, "Third-Party Information"). This information may be prepared by third parties or external providers not affiliated with Nilos or any of its affiliates. Access to Third-Party Information does not grant you any rights over it. You agree not to distribute, reproduce, sell, or otherwise commercially use the Third-Party Information in any manner. Nilos may terminate your access to Third-Party Information at any time.

Third-Party Information, including market data and pricing information provided by Nilos, may be subject to delays and is made available on an "as is" and "as available" basis. It should not be considered as advice or recommendation for you or your Account. Your use of any Third-Party Information is at your own risk, and Nilos makes no warranty, express or implied, regarding the Third-Party Information or the accuracy, completeness, timeliness, or any other aspect.

Any views expressed in the Third-Party Information are not those of Nilos and its affiliates. Nilos and its affiliates are not responsible for the content of any third-party Websites or anything associated with them.

Nilos may also provide estimated Euro equivalent value of various Digital Assets, including the estimated value of the Digital Assets in your Account. As Digital Asset prices can fluctuate rapidly, sometimes unpredictably, the estimated Euro value will also change, even if the quantity of Digital Assets in your Account remains the same. These estimates are based on market data received from third parties.

Nilos may offer educational content about Digital Assets, such as insights, research, and materials available on our Blog or Website. This information is general and not tailored to individual users or based on your specific financial, investment, tax, legal, or educational circumstances or needs. This information should be considered financial, investment, tax, legal or trading advice, nor a recommendation of any kind.

Personal Data Protection

Nilos is committed to safeguarding your personal data in compliance with applicable data protection laws.

We may collect data to provide and improve our services, ensure the security of your account, facilitate transactions, and comply with regulatory obligations. This may include your name, contact information, identification documents, transaction data, and other details necessary to fulfill our contractual and legal duties. Your personal data may also be used for communication purposes, such as providing service updates or security notifications, as well as fraud prevention and monitoring.

For any queries regarding your personal data or to exercise any rights, please contact us at support@nilos.io.

For further information on how we process and protect your personal data, please refer to our Privacy Policy.

Force Majeure

Nilos will not be liable for any losses you may suffer, directly or indirectly, due to events beyond Nilos' reasonable control ("Force Majeure Event"), including, but not limited to, natural disasters, acts of terrorism, pandemics, governmental actions, or other extraordinary events.

Nilos will be exempt from liability provided that (i) Nilos notifies you in writing as soon as reasonably practicable about the occurrence of the Force Majeure Event, including its nature and expected duration (ii) Nilos continues to use its best endeavors (meaning all commercially reasonable steps) to resume performance to the extent possible without delay, and (iii) Nilos takes all reasonable steps to mitigate the impact of the Force Majeure Event.

If a Force Majeure Event prevents Nilos from fulfilling its obligations under this Agreement for more than 15 consecutive days, you may immediately terminate this Agreement by giving written notice to Nilos.

Governing Law and Dispute Resolution

If both parties agree, any contractual disputes may be resolved through voluntary arbitration. Arbitration involves an independent third party who reviews the facts of the dispute and makes a decision that is binding on one or both parties. Nothing in this subsection affects your right to bring legal proceedings as outlined below.

This Agreement, including any non-contractual obligations arising from or in connection with it, is governed by and interpreted in accordance with the laws of France. You may bring legal proceedings related to this Agreement before the French courts.

Unclaimed Property; Dormant Accounts

If your Account is inactive or dormant for 10 years, you understand and acknowledge that Nilos may be required to report any remaining amounts in your Account as unclaimed property in accordance with applicable unclaimed property and escheat laws. In such cases, Nilos will seek to provide you with notice as required by

applicable law and will handle such amounts in accordance with these laws. The relevant governmental entity may require Nilos to liquidate any Digital Assets in your Account into fiat currency and turn over the resulting funds to the governmental entity.

You agree that Nilos will not be responsible or liable for any losses, unrealized gains, damages, expenses, or other harm that you may incur as a result of Nilos turning over Digital Assets to the governmental entity or liquidating the Digital Assets.

Miscellaneous

The headings in this Agreement are for descriptive purposes only and do not modify or affect any of the rights or obligations set forth herein. Whenever the words “include”, “includes” or “including” are used in this Agreement, the intention is “without limitation.” References to a Section are to a Section of this Agreement unless otherwise indicated. The word “or” means “and/or”, and words in the singular include the plural and vice versa, unless the context requires otherwise. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. Any references to “days” in this Agreement are calendar days unless otherwise indicated.

If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal