

WEB3 USER AGREEMENT
Terms and Conditions for Crypto-Asset Services
Version 1.0
Effective Date: 1 July 2026

Welcome to RGLTD.

This Agreement sets out the terms and conditions governing your access to and use of the Services provided by WEB3 Technology B.V. ("**WEB3**"). Please read this Agreement carefully before using the Services.

By creating a User Profile, using the Services, entering into a Transaction, confirming a Quote, clicking "I accept and continue" or otherwise indicating your acceptance of this Agreement, you agree to be bound by its terms.

If you do not understand any provision of this Agreement, you should contact WEB3 (support@rgltd.com) before using the Services. You may not access or use the Services unless you accept and comply with this Agreement.

1. ABOUT WEB3 AND THIS AGREEMENT

1.1 About WEB3

This User Agreement ("**Agreement**") is entered into between the User and WEB3 Technology B.V. ("**WEB3**"), a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its registered office at Prins Hendrikkade 21E, 1012 TL Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under number 95206604.

WEB3 is authorised by the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten – AFM) as a crypto-asset service provider ("**CASP**") pursuant to Regulation (EU) 2023/1114 on markets in crypto-assets ("**MiCA**") under authorisation number 41000022 dated 12 February 2026.

WEB3 may provide crypto-asset services under the trading name "**RGLTD**". References in this Agreement to "RGLTD", the "Website" or "rgltd.com" refer to the trading name, website and customer-facing channels operated by WEB3 in connection with the Services.

WEB3 may rely on approved third-party service providers and technical partners in connection with the provision of certain Services. Further information regarding such providers is set out in this Agreement.

1.2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this User Agreement together with the Related Documents.

"Business Day" means any day other than a Saturday, Sunday or public holiday in the Netherlands on which banks are generally open for business.

"Business User" means a legal person, partnership, foundation, association or other organisation using the Services for business purposes.

"Complaint" means any expression of dissatisfaction submitted by a User in relation to the Services, a Transaction, WEB3's conduct, or the User's relationship with WEB3.

"Crypto-Asset" means a crypto-asset within the meaning of Regulation (EU) 2023/1114 on markets in crypto-assets ("MiCA").

"Customer Pricing Information" means the pricing information made available by WEB3 on the Website or through the Services, setting out fees, charges, commissions, spreads and other pricing information applicable to the Services.

"Durable Medium" means any instrument which enables the User to store information addressed personally to the User in a manner accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

"Fiat Currency" means any government-issued currency accepted by WEB3 in connection with the Services.

"Integrator" means a third-party business that has entered into a technical integration arrangement with WEB3 enabling Users to access the Services through websites, applications, embedded interfaces, API connectivity or other approved technical channels.

"KYC Verification" means the customer due diligence, identification, verification, screening and related procedures applied by WEB3 in respect of natural persons.

"KYB Verification" means the customer due diligence, identification, verification, screening and related procedures applied by WEB3 in respect of legal entities, partnerships, foundations, associations and other organisations.

"OTC Desk Service" means the service under which WEB3 enters into bilateral Transactions with Users for the purchase or sale of Supported Crypto-Assets on the basis of individual Quotes.

"Quote" means pricing, settlement and other transaction terms communicated by WEB3 in relation to a proposed Transaction, including any applicable validity period and settlement conditions.

"Accepted Quote" means a Quote that has been accepted by the User in accordance with the requirements communicated by WEB3 for the relevant Service and within the period specified by WEB3.

"Related Documents" means the documents referred to in Section 1.6 of this Agreement, as amended from time to time.

"Settlement" means the completion of a Transaction through the fulfilment of the applicable payment and Crypto-Asset delivery obligations in accordance with the relevant Quote or Transaction terms.

"Services" means the crypto-asset services provided by WEB3 under this Agreement.

"Supported Crypto-Asset" means a Crypto-Asset designated by WEB3 as available for a particular Service. WEB3 may add, remove, suspend, restrict or otherwise modify the availability of any Supported Crypto-Asset in accordance with this Agreement, applicable law, regulatory requirements or its risk management policies.

"Transaction" means any purchase, sale, exchange or transfer of Crypto-Assets entered into by WEB3 as principal or facilitated by WEB3 in connection with the Services.

"Transfer Service" means the service through which WEB3 transfers Crypto-Assets on behalf of Users in accordance with applicable legal and regulatory requirements.

"Travel Rule" means the information-sharing, verification and compliance requirements applicable to transfers of Crypto-Assets pursuant to Regulation (EU) 2023/1113 and any related laws, regulatory technical standards, guidance or regulatory requirements.

"User" means any natural person or legal entity that accesses or uses the Services.

"User Profile" means the electronic profile, customer record or account maintained by WEB3 for the purposes of onboarding, verification, communication, administration and the provision of the Services. A User Profile does not constitute a payment account, bank account, crypto-asset account or custody account unless expressly stated otherwise.

"Verification" means any identification, verification, screening, due diligence, monitoring or other checks performed by WEB3 in connection with onboarding, ongoing customer monitoring or the provision of the Services.

"Verified Bank Account" means a User's bank account verified and approved by WEB3 for use in connection with Transactions.

"Verified Wallet" means a User's blockchain wallet address verified and approved by WEB3 for use in connection with Transactions.

"Wallet Verification" means any procedure used by WEB3 to verify ownership, control, legitimacy or other characteristics of a wallet address.

"Website" means the website operated by WEB3 under the domain www.rgltd.com, together with any successor website, mobile application, customer portal or online platform through which WEB3 makes the Services available.

"Widget Service" means the service through which Users may enter into Transactions with WEB3 for the purchase of Supported Crypto-Assets using supported Fiat Currencies and payment methods, with settlement to a Verified Wallet.

1.3. Authorised Services and available Services

WEB3 is authorised under MiCA to provide the following crypto-asset services:

- (a) exchange of crypto-assets for funds;
- (b) exchange of crypto-assets for other crypto-assets;
- (c) transfer services for crypto-assets on behalf of clients; and
- (d) custody and administration of crypto-assets on behalf of clients.

Authorisation to provide a particular service does not necessarily mean that such service is currently available to Users.

The services currently available to Users are described on the Website, within the relevant product interfaces and in any service-specific disclosures provided by WEB3. WEB3 may introduce, modify, suspend or discontinue individual Services in accordance with applicable law and this Agreement.

1.4. No investment advice

WEB3 does not provide:

- (a) investment advice;
- (b) tax, legal or accounting advice;
- (c) portfolio management services; or
- (d) personalised recommendations concerning Crypto-Assets or Transactions.

Any information made available by WEB3, including educational materials, market information, pricing information, communications and customer support interactions, is provided for informational purposes only and should not be regarded as advice, a recommendation or a personal recommendation.

The User remains solely responsible for assessing whether a Transaction, Crypto-Asset or Service is appropriate for the User's objectives, financial circumstances, risk tolerance and experience.

1.5. No custody relationship unless expressly stated

Unless expressly stated otherwise in a service-specific agreement or disclosure:

- (a) the User Profile does not constitute a payment account, bank account, crypto-asset account or custody account;
 - (b) WEB3 does not maintain an ongoing deposit relationship with the User;
 - (c) WEB3 does not hold client fiat funds or crypto-assets on an ongoing basis for the User; and
 - (d) Transactions are executed and settled in accordance with the specific Service used by the User.
- Where WEB3 provides custody services, additional terms and disclosures may apply.

1.6. Related documents

This Agreement should be read together with:

- (a) the Risk Disclosure (link);

- (b) the Privacy Policy (rgltd.com);
 - (c) the Cookie Policy (rgltd.com);
 - (d) the Complaints Handling Policy (rgltd.com);
 - (e) the Customer Pricing Information (rgltd.com);
 - (f) Conflict of Interest Policy (rgltd.com); and
 - (g) any transaction-specific disclosures, notices or communications provided by WEB3.
- Together, these documents form the contractual framework governing the Services.

1.7. Order of precedence

In the event of any inconsistency between this Agreement and a Related Document, this Agreement shall prevail unless:

- (a) the relevant Related Document expressly states otherwise; or
- (b) applicable law requires a different outcome.

2. ELIGIBILITY, ONBOARDING AND VERIFICATION

2.1 Eligibility requirements

To access and use the Services, a User must:

- (a) be at least eighteen (18) years of age;
- (b) possess the legal capacity and authority required to enter into legally binding agreements;
- (c) comply with applicable laws and regulations relating to the User's access to and use of the Services;
- (d) successfully complete any onboarding, verification and authentication procedures required by WEB3;
- (e) not be prohibited from accessing the Services under applicable laws or regulatory requirements; and
- (f) not use the Services in connection with any prohibited activity, unlawful business or activity that may expose WEB3 to legal, regulatory, sanctions, financial crime or reputational risk.

Where the User is a legal entity or other organisation, the individual acting on its behalf represents and warrants that they are duly authorised to bind such entity and act on its behalf in relation to the Services. WEB3 may request evidence of such authority at any time.

2.2 Restricted jurisdictions

WEB3 may restrict the availability of the Services in certain jurisdictions for legal, regulatory, sanctions, operational or risk management reasons. The current list of restricted jurisdictions is published on the Website and may be updated from time to time.

Users who are located in, resident in, incorporated in, established in a restricted jurisdiction may not be permitted to access or use some or all of the Services. The User is responsible for ensuring that access to and use of the Services is lawful in the User's jurisdiction.

WEB3 may restrict or refuse access to the Services where required by applicable law, regulatory requirements, sanctions obligations or its internal risk management policies, irrespective of whether a jurisdiction appears on the published list of restricted jurisdictions.

2.3 Sanctions compliance

The User represents and warrants that:

- (a) the User is not subject to any sanctions, asset freeze, restrictive measures or designation under applicable sanctions laws;
- (b) the User is not owned or controlled by a sanctioned person or entity;

- (c) the User is not acting on behalf of a sanctioned person or entity; and
- (d) the User will not use the Services in violation of applicable sanctions laws.

The User shall promptly notify WEB3 of any change in circumstances that may affect the User's sanctions status.

2.4 User Profile

To access the Services, a User must create and maintain a User Profile. The User Profile enables WEB3 to:

- (a) conduct onboarding and verification procedures;
- (b) communicate with the User;
- (c) facilitate Transactions;
- (d) maintain records relating to the User relationship; and
- (e) comply with applicable legal and regulatory requirements.

The User Profile is maintained for administrative, operational, compliance and record-keeping purposes and does not constitute a payment account, bank account, crypto-asset account or custody account unless expressly stated otherwise.

2.5 Verification requirements

Before providing Services or executing Transactions, WEB3 may require the User to complete one or more verification procedures. Such procedures may include:

- (a) identity verification, including biometric, video-based or other technology-assisted verification measures;
- (b) business verification;
- (c) verification of contact details;
- (d) verification of bank accounts;
- (e) verification of wallet addresses;
- (f) source of funds verification;
- (g) source of wealth verification;
- (h) verification of authorised representatives;
- (i) verification required for Travel Rule compliance; and
- (j) any other verification, screening or due diligence measures reasonably required by WEB3 or applicable law.

Verification may be performed directly by WEB3 or through approved third-party service providers.

2.6 Ongoing monitoring

Verification is an ongoing process. WEB3 may at any time request updated information, documentation, confirmations or declarations where reasonably necessary:

- (a) to comply with applicable law;
- (b) to maintain the security and integrity of the Services;
- (c) to satisfy regulatory obligations;
- (d) to assess risks associated with the User or a Transaction; or
- (e) to determine whether the User relationship may continue.

The User shall promptly provide any information reasonably requested by WEB3.

2.7 Accuracy of information

The User represents and warrants that all information, documentation and declarations provided to WEB3:

- (a) are accurate;
- (b) are complete;
- (c) are not misleading; and
- (d) remain current at all relevant times.

The User represents and warrants that Transactions are conducted on the User's own behalf unless otherwise disclosed to and accepted by WEB3.

The User shall promptly notify WEB3 of any material change to previously provided information documentation or declarations. WEB3 may rely upon information provided by the User unless WEB3 becomes aware of circumstances indicating that such information may be inaccurate, incomplete or misleading.

2.8 Consequences of non-verification

Where a User:

- (a) fails to complete required verification procedures;
- (b) fails to provide requested information;
- (c) provides inaccurate, incomplete or misleading information; or
- (d) otherwise fails to satisfy WEB3's onboarding, verification, compliance or risk management requirements,

WEB3 may refuse onboarding, refuse a Transaction, delay the provision of Services, restrict access to the Services, suspend the User relationship or terminate the User relationship, in accordance with this Agreement.

Completion of verification procedures does not guarantee that WEB3 will establish or maintain a User relationship.

The decision whether to establish, maintain or continue a User relationship, execute a Transaction or provide Services remains subject to WEB3's legal, regulatory, compliance and risk management requirements.

2.9. Politically Exposed Persons *(A PEP is anyone who currently holds or has held a prominent domestic, foreign, or international public function within the last 12 months, including their immediate family members (parents, spouses, children) and close business associates)*

The User shall promptly inform WEB3 if the User:

- (a) becomes a politically exposed person (PEP);
- (b) becomes a family member of a PEP;
- (c) becomes a close associate of a PEP; or
- (d) becomes aware of any circumstances that may reasonably affect the User's AML/CFT risk profile.

Failure to provide such information may result in additional verification measures, restrictions on the Services, suspension of Transactions or termination of the User relationship.

3. REGULATORY COMPLIANCE

3.1 Compliance requirements

WEB3 is subject to legal and regulatory obligations relating to anti-money laundering, counter-terrorist financing, sanctions compliance, fraud prevention, consumer protection, tax reporting, information exchange obligations and other applicable regulatory requirements. To comply with such obligations, WEB3 may at any time:

- (a) conduct customer due diligence and ongoing monitoring;

- (b) request information, documentation, confirmations, declarations, tax identification information or self-certifications from the User;
- (c) verify wallet addresses, payment methods and transaction details;
- (d) perform compliance, fraud prevention and risk assessments;
- (e) apply Travel Rule requirements;
- (f) delay, refuse, restrict or suspend Transactions or Services; and
- (g) take any other action reasonably necessary to comply with applicable law or regulatory requirements.

The User shall cooperate with any reasonable request made by WEB3 for these purposes. WEB3 may use third-party service providers to support the performance of compliance, verification, monitoring and regulatory obligations while remaining responsible for the Services.

3.2 Travel Rule compliance

Where required by applicable law, WEB3 may collect, verify, store, use and share information relating to the originator, beneficiary, wallet address, transfer details and other information relevant to a transfer of crypto-assets.

The User shall provide any information reasonably requested by WEB3 for the purposes of Travel Rule compliance. Failure to provide required information may result in the delay, refusal, restriction or cancellation of a Transaction or transfer.

3.3 Regulatory reporting and information sharing

The User acknowledges that WEB3 may disclose or share information relating to the User, Transactions or Services where such disclosure is required or permitted by applicable law. Such information may be shared with:

- (a) competent authorities;
- (b) supervisory authorities;
- (c) financial intelligence units;
- (d) law enforcement agencies;
- (e) other crypto-asset service providers;
- (f) financial institutions and payment service providers; and
- (g) service providers engaged by WEB3 for compliance, verification, security, fraud prevention or operational purposes.

Where permitted by law, WEB3 may also share information where reasonably necessary to prevent fraud, financial crime, sanctions breaches or other unlawful activity. The User acknowledges that applicable law may prohibit WEB3 from disclosing the existence or content of certain reports, investigations or regulatory enquiries.

3.4 Consequences of non-compliance

WEB3 may refuse onboarding, delay or refuse a Transaction, restrict or suspend access to the Services, or terminate the User relationship where:

- (a) the User fails to provide information or documentation reasonably requested by WEB3;
- (b) WEB3 is unable to satisfy its legal or regulatory obligations;
- (c) WEB3 identifies legal, regulatory, financial crime or security risks that cannot be adequately mitigated; or
- (d) such action is otherwise required by applicable law or a competent authority.

Any such action shall be taken in accordance with this Agreement.

3.5 Prohibited activities

The User shall not use the Services in connection with any unlawful, fraudulent, deceptive or abusive activity, including:

- (a) money laundering or terrorist financing;
- (b) sanctions evasion or transactions involving sanctioned persons, entities or jurisdictions;
- (c) fraud, scams, theft or transactions involving stolen assets;
- (d) market abuse, market manipulation, insider dealing or other prohibited conduct relating to Crypto-Assets;
- (e) unlawful gambling or gaming activities;
- (f) the sale, distribution or financing of illegal goods or services;
- (g) activities involving child exploitation, human trafficking, terrorism or organised crime; or
- (h) any activity prohibited under applicable law.

The User shall not use the Services in connection with any business, sector or activity that WEB3 considers prohibited, restricted or otherwise unacceptable from a legal, regulatory, compliance, financial crime or risk management perspective.

4. AUTHENTICATION, SECURITY AND COMMUNICATIONS

4.1 Authentication

WEB3 may require the User to complete one or more authentication procedures before accessing the Services, using specific functionalities or entering into a Transaction. Authentication methods may include:

- (a) one-time passwords (OTP);
- (b) SMS verification;
- (c) email verification;
- (d) device verification;
- (e) biometric authentication;
- (f) authentication based on information, tokens or identifiers received from an approved Integrator; or
- (g) any other authentication method designated by WEB3.

The authentication methods used may vary depending on the Service, Transaction type, risk profile or applicable legal and regulatory requirements.

4.2 Returning Users

Where a User has previously completed onboarding and verification procedures, WEB3 may permit access to certain Services through a simplified authentication process. Authentication through an approved Integrator does not guarantee access to the Services or approval of a Transaction.

WEB3 may require additional authentication measures at any time.

4.3 User security obligations

The User shall:

- (a) maintain the confidentiality of authentication credentials;
- (b) take reasonable steps to protect devices used to access the Services;
- (c) prevent unauthorised access to the User Profile and the Services;
- (d) promptly update contact information where relevant;
- (e) use the Services in a secure and responsible manner; and
- (f) promptly notify WEB3 of any actual or suspected compromise of authentication methods or communication channels.

The User is responsible for maintaining the security of all devices, communication channels and authentication methods used in connection with the Services.

4.4 Security incidents

The User shall promptly notify WEB3 if the User becomes aware of:

- (a) unauthorised access to the User Profile;
- (b) loss, theft or compromise of authentication credentials;
- (c) suspected identity theft;
- (d) suspected fraud;
- (e) unauthorised use of the Services; or
- (f) any other security incident that may affect the User's use of the Services.

WEB3 may take any action reasonably necessary to protect the User, WEB3, other users or the integrity of the Services.

4.5 Availability and security measures

WEB3 implements measures designed to maintain the security and availability of the Services. However, WEB3 does not guarantee uninterrupted, error-free or continuous access to the Services. Access to the Services may be interrupted, delayed, restricted or unavailable due to:

- (a) maintenance;
- (b) system upgrades;
- (c) technical failures;
- (d) cyber-security incidents;
- (e) failures of third-party infrastructure;
- (f) circumstances beyond WEB3's reasonable control; or
- (g) actions taken by WEB3 to comply with legal, regulatory or security requirements.

4.6 Electronic communications

The User agrees that communications between WEB3 and the User may be conducted electronically. WEB3 may provide notices, disclosures, confirmations, requests, reports and other communications through:

- (a) the User Profile;
- (b) email;
- (c) SMS;
- (d) mobile application notifications; or
- (e) any other communication channel designated by WEB3.

Communications shall be deemed received when sent or made available through the relevant communication channel, unless applicable law requires otherwise. The User is responsible for maintaining access to the communication channels provided to WEB3 and for reviewing communications received from WEB3.

Users may contact WEB3 regarding the Services using the contact details available on the Website.

4.7 Electronic records

The User acknowledges and agrees that records maintained by WEB3 in electronic form may be relied upon as evidence of:

- (a) communications;
- (b) instructions;
- (c) Transactions;
- (d) confirmations;
- (e) acknowledgements; and
- (f) other interactions relating to the Services.

To the extent permitted by applicable law, electronic records maintained by WEB3 and its authorised service providers shall have the same evidential value as records maintained in paper form.

The User is responsible for all actions performed through the User Profile using valid authentication credentials unless the User has previously notified WEB3 of a security incident in accordance with Section 4.4.

4.8 Electronic acceptance

The User acknowledges that actions performed electronically through the Services may create legally binding obligations. Such actions may include:

- (a) accepting this Agreement;
- (b) accepting a Quote;
- (c) entering an OTP;
- (d) confirming a Transaction; or
- (e) any other action designated by WEB3 as indicating acceptance or consent.

To the extent permitted by applicable law, electronic signatures, electronic confirmations and electronic acceptance mechanisms shall have the same legal effect as handwritten signatures.

4.9 Marketing communications

Where permitted by applicable law, WEB3 may send the User marketing communications relating to its Services, products, promotions or other business activities. The User may opt out of receiving marketing communications at any time by using the unsubscribe mechanism provided in the relevant communication or by contacting WEB3 using the contact details available on the Website. Opting out of marketing communications shall not prevent WEB3 from sending communications relating to:

- (a) the Services;
- (b) Transactions;
- (c) legal or regulatory obligations;
- (d) security incidents or fraud prevention measures;
- (e) updates to this Agreement or the Related Documents; or
- (f) the User relationship generally.

Communications described in this Section may continue to be sent where reasonably necessary for the provision of the Services or compliance with applicable law.

5. GENERAL TERMS APPLICABLE TO ALL SERVICES

5.1 Availability of Services

WEB3 shall use reasonable efforts to make the Services available to Users. The availability of particular Services may depend on factors including:

- (a) the User's location;
- (b) verification status;
- (c) applicable legal and regulatory requirements;
- (d) operational considerations;
- (e) technical limitations; and
- (f) risk management requirements.

WEB3 may modify, suspend, discontinue or restrict any Service where reasonably necessary for legal, regulatory, operational, security or risk management reasons.

5.2 Third-Party service providers

WEB3 may rely on third-party service providers in connection with the provision of the Services. Such providers may include:

- (a) payment service providers;

- (b) identity verification providers;
- (c) blockchain analytics providers;
- (d) technology infrastructure providers;
- (e) liquidity providers; and
- (f) other operational service providers.

The User acknowledges that certain aspects of the Services may depend upon the availability and performance of such third-party providers. The use of such providers does not affect WEB3's responsibility for compliance with its applicable legal and regulatory obligations.

5.3 Quotes

Certain Services may be provided on the basis of a Quote issued by WEB3. A Quote sets out the terms on which WEB3 is prepared to enter into a Transaction and may include:

- (a) the relevant crypto-asset;
- (b) the transaction amount;
- (c) the applicable exchange rate or price;
- (d) fees and charges;
- (e) settlement requirements; and
- (f) the validity period of the Quote.

A Quote is valid only for the period specified therein and automatically expires upon the expiry of such period.

WEB3 shall not be obliged to honour an expired Quote. WEB3 may withdraw a Quote before acceptance where reasonably necessary for legal, regulatory, operational or risk management reasons.

5.4 Acceptance of Transactions

A Transaction shall be concluded in accordance with the process applicable to the relevant Service and communicated by WEB3 to the User. Unless the relevant Service flow or Quote provides otherwise, a Transaction shall be concluded only when:

- (a) the User has completed all steps required by WEB3;
- (b) any applicable verification and authentication requirements have been satisfied;
- (c) the User has accepted the relevant Quote, where applicable; and
- (d) WEB3 has confirmed acceptance of the Transaction.

No Transaction shall be deemed concluded merely because the User has submitted a request, instruction or payment.

WEB3 may refuse, reject, delay, suspend or cancel a Transaction before execution where:

- (a) any condition required under this Agreement has not been satisfied; or
- (b) such action is reasonably necessary for legal, regulatory, compliance, sanctions, fraud prevention, operational, security or risk management purposes.

Any such action shall be subject to Sections 3 and 12 of this Agreement.

5.5 Settlement

Transactions shall be settled in accordance with the relevant Service, the applicable Quote and any instructions provided by WEB3. WEB3 may require settlement to be completed using designated payment methods, bank accounts or wallet addresses. WEB3 shall not be required to complete settlement until all conditions applicable to the Transaction have been satisfied.

5.6 User instructions

WEB3 may rely on instructions, information and confirmations received through approved communication channels and authentication procedures. The User is responsible for ensuring the accuracy and completeness of all information provided in connection with a Transaction, including:

- (a) wallet addresses;
- (b) blockchain network selection;
- (c) bank account details;
- (d) transaction amounts;
- (e) other settlement instructions; and
- (f) recipient details, where applicable.

WEB3 shall not be responsible for losses resulting from inaccurate, incomplete or incorrect information provided by the User.

5.6A Blockchain network responsibility

The User is solely responsible for selecting the correct blockchain network in connection with any Transaction, transfer or settlement of Crypto-Assets.

The User acknowledges that different blockchain networks may support the same or similar Crypto-Assets and that the use of an incorrect blockchain network may result in delayed settlement, failed transfers, permanent loss of Crypto-Assets or additional recovery costs.

WEB3 shall not be responsible for any loss arising from the User's selection of an incorrect blockchain network, wallet address or other settlement instruction.

5.7 Supported Crypto-Assets

WEB3 may determine which crypto-assets are available in connection with a particular Service. WEB3 may add, remove, suspend or restrict support for any crypto-asset at any time. Where reasonably practicable, WEB3 will provide advance notice of material changes affecting supported crypto-assets.

5.8 Irreversible nature of Crypto-Asset Transactions

Transactions involving crypto-assets are generally irreversible. Once a Transaction has been executed or a transfer instruction has been submitted to the relevant blockchain network, it may not be possible to cancel, reverse or amend the Transaction. The User acknowledges and accepts the risks associated with the irreversible nature of crypto-asset transactions.

The User acknowledges that WEB3 may be unable to recover, reverse or amend a Transaction once it has been executed or submitted to the relevant blockchain network.

5.9 Records

Records maintained by WEB3 relating to the Services, including records of communications, authentication events, Quotes and Transactions, may be relied upon as evidence of the matters to which they relate, unless proven to be inaccurate.

5.10 Settlement Failure

Failure by the User to satisfy settlement requirements within the timeframe specified by WEB3, the applicable Quote, the relevant Service flow or other instructions communicated by WEB3 may result in the Transaction being delayed, cancelled, suspended, repriced or otherwise handled in accordance with this Agreement, applicable law and WEB3's operational procedures. Without limitation, settlement requirements may include:

- (a) payment of funds in the required amount;
- (b) transfer of the required amount of Crypto-Assets;
- (c) provision of settlement information, payment confirmations or transaction references;
- (d) completion of authentication, verification or compliance requirements;

- (e) provision of information required for Travel Rule compliance;
- (f) receipt of a sufficient number of blockchain confirmations; and
- (g) any other requirement communicated by WEB3 in connection with a Transaction.

Where settlement cannot be completed due to circumstances attributable to the User, WEB3 may require the User to obtain a new Quote, apply revised pricing based on prevailing market conditions, return funds or Crypto-Assets in accordance with this Agreement, or cancel the Transaction.

WEB3 shall not be liable for any loss resulting from market movements, price fluctuations, spread changes, delays, cancellation, repricing or settlement failure where such outcome results from circumstances attributable to the User or otherwise permitted under this Agreement or applicable law.

6. WIDGET SERVICE

6.1 Nature of the Service

The Widget Service enables Users to purchase Supported Crypto-Assets from WEB3 in exchange for supported fiat currencies using payment methods accepted by WEB3. Under the Widget Service, WEB3 acts as principal and enters into Transactions directly with Users.

6.2 Access to the Widget Service

The Widget Service may be made available:

- (a) directly through channels operated by WEB3; or
- (b) through approved Integrators.

Where a User accesses the Widget Service through an Integrator, the provisions of this Agreement shall continue to apply.

Unless expressly stated otherwise:

- (a) WEB3 remains the provider of the regulated crypto-asset services;
- (b) the User enters into Transactions directly with WEB3 and not with the Integrator;
- (c) WEB3 remains responsible for onboarding decisions, verification requirements, transaction approval and compliance with applicable legal and regulatory obligations relating to the Services; and
- (d) the Integrator does not provide the regulated crypto-asset service forming the subject of the Transaction.

The User acknowledges that WEB3 may refuse onboarding, decline a Transaction, restrict or suspend access to the Services, or terminate the User relationship irrespective of any relationship between the User and the Integrator.

6.3 Entering into a Transaction

To enter into a Transaction using the Widget Service, the User may be required to:

- (a) select a Supported Crypto-Asset;
- (b) provide a wallet address designated for settlement;
- (c) provide any information required by WEB3;
- (d) complete applicable verification and authentication requirements; and
- (e) complete payment using an accepted payment method.

Transaction-specific information, including pricing and fees, shall be disclosed before the User confirms the Transaction.

The User is responsible for verifying the accuracy of the designated wallet address and blockchain network prior to confirming a Transaction. Once Crypto-Assets have been transferred to the designated wallet address, the Transaction may be irreversible and recovery may not be possible.

6.4 Payment

Payments must be made using payment methods accepted by WEB3. WEB3 may require a payment method, payment instrument or bank account to be verified before it may be used in connection with the Widget Service.

WEB3 may refuse, delay or cancel a Transaction where payment cannot be successfully processed or verified. WEB3 may refuse or delay a Transaction where payment originates from a source that cannot be verified or does not satisfy WEB3's compliance requirements.

6.5 Settlement of Crypto-Assets

Following successful completion of a Transaction, WEB3 shall initiate settlement of the purchased Crypto-Assets to the wallet address designated by the User. Settlement may be subject to:

- (a) completion of verification requirements;
- (b) operational processes;
- (c) blockchain network conditions;
- (d) regulatory requirements; and
- (e) other circumstances beyond WEB3's reasonable control.

Estimated settlement times are indicative only and are not guaranteed.

6.6 Wallet requirements

WEB3 may require the User to use wallet addresses that satisfy WEB3's verification, compliance and risk management requirements.

Additional requirements relating to wallet verification and transfers are set out in Section 8 (Transfer Services).

6.7 Transaction limits

WEB3 may establish minimum or maximum Transaction amounts for the Widget Service.

Such limits may vary depending on:

- (a) the User;
- (b) the payment method;
- (c) the Supported Crypto-Asset;
- (d) legal or regulatory requirements; and
- (e) operational or risk management considerations.

Applicable limits may be displayed through the Widget Service or otherwise communicated to the User.

6.8 Refusal of Transactions

WEB3 may refuse, delay, suspend or cancel a Transaction in accordance with Sections 3 and 12 of this Agreement.

Without limitation, this may occur where:

- (a) required verification requirements have not been satisfied;
- (b) payment cannot be processed;
- (c) information provided by the User is inaccurate or incomplete;
- (d) legal, regulatory, security or compliance concerns arise; or
- (e) the Transaction cannot be completed in accordance with applicable law.

7. OTC DESK SERVICE

7.1 Nature of the Service

The OTC Desk Service enables Users to enter into individual Transactions with WEB3 for the purchase or sale of Supported Crypto-Assets. The OTC Desk Service is intended for Users seeking individually quoted Transactions and does not constitute:

- (a) a trading venue;
- (b) a multilateral trading facility;
- (c) an order matching service;
- (d) the reception and transmission of orders on behalf of clients; or
- (e) investment advice.

7.2 Requesting a Quote

A User may request a Quote from WEB3 in relation to a proposed OTC Transaction. WEB3 is not obliged to provide a Quote. A Quote is valid only for the validity period specified therein and expires automatically upon expiry of that period.

Any Quote provided by WEB3 shall be subject to Section 5 (General Terms Applicable to All Services). Quotes are personal to the User to whom they are issued and may not be assigned, transferred, relied upon or accepted by any other person.

7.3 Acceptance of a Quote

A User may enter into an OTC Transaction only by accepting a Quote in the manner specified by WEB3.

Acceptance of a Quote creates a binding obligation on the User and WEB3 to complete settlement in accordance with the applicable Quote. A User may not unilaterally cancel or amend an accepted Quote unless otherwise agreed by WEB3.

7.3A Completion of acceptance requirements

Following acceptance of a Quote, the User shall complete actions specified by WEB3 within the timeframe communicated to the User through the OTC Desk interface, Quote or other communication channel. Such actions may include:

- (a) providing settlement information;
- (b) providing proof of payment;
- (c) initiating a transfer of Crypto-Assets;
- (d) completing authentication procedures; or
- (e) providing additional information, documentation, declarations or confirmations requested by WEB3.

Where applicable, the required actions and the deadline for their completion shall be displayed to the User or otherwise communicated by WEB3 as part of the OTC Transaction process.

Failure to complete the required actions within the specified timeframe may result in:

- (a) the automatic expiry of the Quote;
- (b) cancellation of the proposed OTC Transaction;
- (c) repricing of the Transaction; or
- (d) the requirement to obtain a new Quote.

7.4 Settlement of OTC Transactions

Settlement of an OTC Transaction shall take place in accordance with:

- (a) the applicable Quote;
- (b) Section 5 of this Agreement; and
- (c) any settlement instructions provided by WEB3.

WEB3 shall not be required to complete settlement until it has actually received and verified all assets, funds, information and documentation required for the Transaction.

Unless otherwise agreed by WEB3, OTC Transactions must be settled in full and partial settlement shall not be accepted.

WEB3 shall not be responsible for delays resulting from banking systems, payment service providers,

blockchain networks, liquidity providers or other third-party infrastructure involved in the Settlement process. The provision of a payment confirmation, transaction hash, blockchain transaction reference or similar evidence shall not by itself constitute receipt of funds or Crypto-Assets by WEB3. WEB3 may require a Transaction involving Crypto-Assets to receive a sufficient number of blockchain confirmations before Settlement is completed.

7.5 Verified Accounts and Wallets

WEB3 may require OTC Transactions to be settled using bank accounts and wallet addresses that satisfy WEB3's verification, compliance and risk management requirements.

Additional requirements relating to wallet verification and transfers are set out in Section 8 (Transfer Services).

7.6 Transaction thresholds

WEB3 may establish minimum or maximum Transaction thresholds for the OTC Service. Such thresholds may vary depending on:

- (a) the User;
- (b) transaction size;
- (c) market conditions;
- (d) liquidity requirements;
- (e) legal or regulatory requirements; and
- (f) operational or risk management considerations.

Applicable thresholds may be published by WEB3 or communicated to the User during the OTC process.

7.7 No obligation to enter into a Transaction

WEB3 is not obliged to:

- (a) provide a Quote;
- (b) enter into a Transaction before a Quote has been validly accepted;
- (c) maintain the availability of the OTC Desk Service; or
- (d) complete a Transaction where applicable legal, regulatory, compliance, operational or settlement requirements are not satisfied.

The provision of a Quote does not oblige WEB3 to enter into a Transaction unless and until the Quote has been validly accepted and all applicable requirements have been satisfied.

7.8 Refusal, delay or cancellation

WEB3 may refuse, delay, suspend or cancel an OTC Transaction in accordance with this Agreement. Without limitation, this may occur where:

- (a) required verification requirements have not been satisfied;
- (b) settlement requirements have not been met;
- (c) legal, regulatory, security or compliance concerns arise;
- (d) technical, operational or infrastructure failures prevent the Transaction from being executed or settled; or
- (e) the Transaction cannot be completed in accordance with applicable law.

WEB3 shall not be liable for any loss resulting from the expiry, withdrawal, refusal, delay, suspension or cancellation of a Transaction where such action is taken in accordance with this Agreement or applicable law.

7.9. Account Managers

WEB3 may provide Users with access to dedicated account managers in connection with the OTC Desk Service.

Unless expressly confirmed in an applicable Quote or otherwise agreed by WEB3 through a Durable Medium, any information, indication, discussion, market commentary, estimate, opinion or statement provided by an account manager or other representative of WEB3 shall not constitute:

- (a) a binding commitment by WEB3;
- (b) an amendment, variation or modification of a Quote;
- (c) investment advice, a personal recommendation or any form of financial advice;
- (d) a guarantee of pricing, liquidity, market availability, settlement or Transaction execution; or
- (e) a waiver of any requirement, condition or obligation set out in this Agreement.

Only a Quote validly issued and accepted in accordance with this Agreement shall create binding obligations in relation to an OTC Transaction.

No statement, representation or assurance made by an account manager or other representative of WEB3 shall amend, vary or override this Agreement unless expressly confirmed by WEB3 through an applicable Quote or other communication delivered in a Durable Medium.

7.10 User responsibility

The User remains responsible for reviewing and verifying all Transaction details, settlement instructions, wallet addresses, blockchain networks, payment details and other information relating to an OTC Transaction, notwithstanding any assistance or support provided by an account manager or other representative of WEB3.

Unless otherwise expressly agreed by WEB3, WEB3 shall not be obliged to actively monitor, remind or notify the User regarding actions required to complete a Transaction, including the provision of payment confirmations, settlement information, Crypto-Asset delivery, documentation or other requirements communicated to the User as part of the OTC Transaction process.

8. TRANSFER SERVICES

8.1 Nature of Transfer Services

WEB3 may provide transfer services in connection with Transactions executed under this Agreement. Transfer Services consist of the transfer of Supported Crypto-Assets on behalf of Users in accordance with applicable law and regulatory requirements. Transfer Services may be provided as a standalone Service or as part of another Service offered by WEB3.

8.2 Transfer instructions

The User shall provide all information reasonably required by WEB3 in connection with a transfer of Crypto-Assets.

The User is responsible for ensuring that all transfer instructions are accurate, complete and up to date, including:

- (a) wallet addresses;
- (b) blockchain network details;
- (c) beneficiary information; and
- (d) any other information relevant to the transfer.

WEB3 may rely on information provided by the User when executing a transfer.

8.3 Travel Rule requirements

Transfers of Crypto-Assets may be subject to Travel Rule requirements and other applicable legal and regulatory obligations. The User shall provide any information reasonably requested by WEB3 in connection with a transfer.

WEB3 may delay, suspend or refuse a transfer where required information is not provided or cannot be verified.

Additional provisions relating to regulatory compliance are set out in Section 3 (Regulatory Compliance).

8.4 Wallet requirements

WEB3 may require Transfers to be made only to or from wallet addresses that satisfy WEB3's verification, compliance and risk management requirements. The User acknowledges that WEB3 may require additional information or verification before permitting the use of a wallet address. WEB3 is not obliged to approve any particular wallet address.

8.5 Execution of Transfers

WEB3 shall use reasonable efforts to execute accepted transfer instructions in accordance with applicable legal, regulatory and operational requirements. Execution times may vary depending on:

- (a) blockchain network conditions;
- (b) operational processes;
- (c) third-party service providers;
- (d) regulatory requirements; and
- (e) circumstances beyond WEB3's reasonable control.

WEB3 does not guarantee that a transfer will be completed within a particular timeframe.

Subject to applicable law, WEB3's responsibility for a transfer shall be deemed fulfilled once the relevant Crypto-Assets or funds have been transferred to the wallet address, bank account or other destination specified and confirmed by the User in accordance with this Agreement. WEB3 shall not be responsible for any loss arising from inaccurate or incorrect transfer instructions provided by the User.

8.6 Delays and Refusal of Transfers

WEB3 may delay, suspend, refuse or cancel a transfer in accordance with Sections 3 and 12 of this Agreement. Without limitation, this may occur where:

- (a) additional information or verification is required;
- (b) transfer instructions are incomplete or inaccurate;
- (c) the transfer would violate applicable law;
- (d) security concerns arise; or
- (e) the transfer cannot be completed due to technical, operational or network-related issues.

8.7 Third-Party networks

The User acknowledges that Transfer Services depend upon blockchain networks and other third-party infrastructure that are not controlled by WEB3. WEB3 shall not be responsible for delays, interruptions, failures or increased transaction costs arising from the operation of such networks or infrastructure, except where such liability cannot be excluded under applicable law.

9. FEES AND PRICING

9.1 Applicable fees and charges

The User may be required to pay fees, charges, spreads or other amounts in connection with the Services.

Depending on the Service and Transaction concerned, the total cost of a Transaction may include one or more of the following:

- (a) service fees;
- (b) payment method fees;
- (c) fixed fees;

- (d) blockchain network fees;
- (e) third-party charges; and
- (f) pricing spreads or margins incorporated into the Transaction price.

The fees applicable to a particular Transaction may vary depending on the Service, payment method, crypto-asset, transaction size and other relevant factors.

9.2 Disclosure of pricing information

Before a Transaction is confirmed, WEB3 shall provide the User with information regarding the pricing applicable to that Transaction. Such information may include:

- (a) the amount paid by the User;
- (b) the amount of crypto-assets or fiat currency to be received;
- (c) applicable fees and charges;
- (d) the exchange rate or Transaction price; and
- (e) any other information required under applicable law.

The User is responsible for reviewing the information provided before confirming a Transaction.

9.3 Quotes and pricing

Where a Transaction is based on a Quote, the Quote shall specify the economic terms applicable to the Transaction. The User acknowledges that:

- (a) a Quote may include fees, spreads, margins or other pricing components;
- (b) the price presented by WEB3 may differ from prices available through other market participants or publicly available sources; and
- (c) the Quote represents the price at which WEB3 is prepared to enter into the Transaction during the validity period of the Quote.

The User may decide whether or not to proceed with a Transaction based on the information provided.

9.4 Widget pricing

For Widget Transactions, applicable pricing information shall be displayed before the User confirms the Transaction. Pricing may vary depending on:

- (a) the selected crypto-asset;
- (b) the selected fiat currency;
- (c) the selected payment method;
- (d) the Transaction amount; and
- (e) other factors relevant to the Transaction.

The final amount received by the User shall be determined by the terms of the applicable Transaction.

9.5 OTC Desk pricing

Pricing applicable to OTC Transactions may be individually determined by WEB3.

Such pricing may take into account:

- (a) the selected crypto-asset;
- (b) the selected fiat currency;
- (c) the Transaction amount;
- (d) the User relationship; and
- (e) other commercial considerations.

The User acknowledges that OTC pricing may differ from pricing available through other Services.

9.6 Third-Party charges

Banks, payment service providers, blockchain networks and other third parties may impose fees or charges that are outside the control of WEB3. Such fees may be charged in addition to fees payable to WEB3.

WEB3 is not responsible for fees imposed by third parties.

9.7 Refunds and return Transfers

Where WEB3 is required or elects to return funds or Crypto-Assets to a User, the return shall be made using a method determined by WEB3, subject to applicable law, regulatory requirements and risk management considerations. The User shall bear any fees, charges, costs or expenses incurred in connection with a return transfer where such return results from:

- (a) incorrect, incomplete or inaccurate information provided by the User;
- (b) the User's failure to satisfy verification, authentication, compliance, sanctions screening or Travel Rule requirements;
- (c) the User's failure to complete a Transaction in accordance with this Agreement;
- (d) a failed, rejected or reversed payment initiated by or attributable to the User; or
- (e) any other circumstance arising from the User's acts, omissions or failure to comply with this Agreement.

Any fees or costs deducted under this Section shall be limited to costs reasonably incurred by WEB3 in connection with the return transfer. WEB3 may deduct applicable third-party costs, banking fees, payment service provider fees, blockchain network fees and other directly attributable costs incurred in processing the return transfer.

WEB3 shall not be obliged to return funds or Crypto-Assets until any legal, regulatory, compliance or risk management requirements have been satisfied.

9.8 Taxes

The User is solely responsible for determining, reporting and paying any taxes arising from the use of the Services or the completion of Transactions. WEB3 does not provide tax advice and makes no representation regarding the tax consequences of any Transaction.

9.9 Changes to fees

WEB3 may amend its fees, charges and pricing arrangements from time to time. Updated pricing information may be made available through the Website, User Profile, Customer Pricing Information or other communication channels used by WEB3. Any changes affecting future Transactions shall apply only from the effective date of such changes.

Where changes to fees or charges materially affect the User, WEB3 shall provide at least thirty (30) days' prior notice before such changes become effective, unless a shorter period is required by law or regulatory requirements.

9.10 Fees included in Transaction pricing

Where fees are incorporated into the Transaction price or exchange rate, WEB3 shall disclose the total amount payable by the User and the amount to be received by the User before the Transaction is confirmed.

10. PROHIBITED ACTIVITIES

10.1 Lawful use of the Services

The User shall use the Services only for lawful purposes and in accordance with this Agreement and all applicable laws and regulations. The User shall not use the Services in any manner that may expose WEB3, other Users or third parties to legal, regulatory, operational, financial crime or security risks.

10.2 Prohibited conduct

The User shall not:

- (a) provide false, inaccurate, incomplete or misleading information;
- (b) impersonate another person or entity;
- (c) act on behalf of another person without appropriate authority or disclosure to WEB3;
- (d) attempt to circumvent verification, authentication or security measures;
- (e) interfere with, disrupt or attempt to gain unauthorised access to the Services or systems used by WEB3;
- (f) use the Services for fraudulent, deceptive or unlawful purposes;
- (g) use the Services in violation of applicable sanctions, anti-money laundering or counter-terrorist financing laws;
- (h) use the Services in a manner that infringes the rights of WEB3 or any third party; or
- (i) otherwise use the Services in a manner inconsistent with this Agreement.

10.3 Prohibited Transactions

The User shall not use the Services in connection with activities that:

- (a) involve unlawful conduct;
 - (b) facilitate fraud or attempted fraud;
 - (c) involve money laundering, terrorist financing or sanctions evasion;
 - (d) breach applicable laws or regulatory requirements; or
 - (e) otherwise expose WEB3 to unacceptable legal, regulatory or financial crime risks.
- WEB3 may refuse, delay, suspend or cancel any Transaction where such risks may arise.

10.4 Market abuse and market integrity

The User shall not use the Services in connection with any activity that constitutes market abuse or other unlawful conduct under applicable laws and regulations. Without limitation, the User shall not engage in conduct intended to:

- (a) manipulate the price of a crypto-asset;
- (b) create false or misleading signals regarding the supply, demand or price of a crypto-asset;
- (c) misuse inside information; or
- (d) otherwise undermine the integrity of crypto-asset markets.

Nothing in this Section limits any obligations or prohibitions imposed by applicable law.

10.5 Consequences of breach

Where the User breaches this Section or where WEB3 reasonably believes that a breach may have occurred, WEB3 may take any action reasonably necessary to protect the Services, Users or comply with applicable law. Such actions may include:

- (a) refusing onboarding;
- (b) refusing or cancelling a Transaction;
- (c) restricting or suspending access to the Services;
- (d) requesting additional information or documentation; or
- (e) terminating the User relationship.

Any such action shall be taken in accordance with Section 12 (Refusal, Restriction, Suspension and Termination).

11. RISKS

11.1 Acknowledgement of risks

The User acknowledges that the use of the Services and Transactions involving Crypto-Assets are associated with significant risks. By using the Services, the User confirms that they understand and accept the risks associated with Crypto-Assets and the Services.

11.2 Risk disclosure

Before using the Services, the User should carefully review the Risk Disclosure made available by WEB3 (link). The Risk Disclosure forms an important part of the contractual framework governing the Services and provides further information regarding risks associated with Crypto-Assets and the Services. The User acknowledges that the Risk Disclosure may be updated from time to time.

11.3 Market Risks

The value of Crypto-Assets may fluctuate significantly and rapidly. The User acknowledges that:

- (a) the value of Crypto-Assets may increase or decrease;
- (b) market conditions may change unexpectedly; and
- (c) the User may lose part or all of the value associated with a Transaction.

Past performance is not indicative of future results. Crypto-Assets are generally not covered by deposit guarantee schemes or investor compensation schemes.

11.4 Technology and network risks

The User acknowledges that Crypto-Assets and the Services depend upon technology, software, internet connectivity, blockchain networks and third-party infrastructure. Such systems may experience delays, interruptions, congestion, failures, cyber incidents or other events beyond WEB3's reasonable control.

11.5 Regulatory risks

Laws, regulations and regulatory interpretations relating to Crypto-Assets may change at any time. Such changes may affect:

- (a) the availability of the Services;
- (b) the availability of particular Crypto-Assets;
- (c) the legal treatment of Transactions; and
- (d) the value or functionality of Crypto-Assets.

11.6 User responsibility

The User remains solely responsible for assessing whether:

- (a) a Transaction;
- (b) a Crypto-Asset; or
- (c) a Service

is appropriate for the User's objectives, financial circumstances, risk tolerance and experience. WEB3 does not provide investment advice, financial advice, tax advice or legal advice. The User should obtain independent professional advice where considered necessary.

11.7 No guarantee

WEB3 does not guarantee:

- (a) the future value of any Crypto-Asset;
- (b) the profitability of any Transaction;
- (c) uninterrupted access to the Services;
- (d) the continued availability of any particular Crypto-Asset; or

(e) the achievement of any investment, commercial or financial objective.
The User uses the Services at the User's own risk.

12. REFUSAL, RESTRICTION, SUSPENSION AND TERMINATION

12.1 Refusal of onboarding

WEB3 may refuse to establish a User's relationship where:

- (a) the User does not satisfy the eligibility requirements set out in this Agreement;
- (b) required verification procedures cannot be completed;
- (c) information provided by the User is inaccurate, incomplete or misleading;
- (d) WEB3 is unable to satisfy its legal, regulatory or compliance obligations; or
- (e) WEB3 reasonably determines that establishing the relationship would expose WEB3 to unacceptable legal, regulatory, financial crime, operational, security or reputational risks.

Nothing in this Agreement obliges WEB3 to onboard any person or enter into a User's relationship.

12.2 Refusal of Transactions

WEB3 may refuse, delay, suspend or cancel a Transaction where:

- (a) verification, authentication or settlement requirements have not been satisfied;
- (b) information provided by the User is inaccurate, incomplete or inconsistent;
- (c) additional information or verification is required;
- (d) legal, regulatory, compliance or security concerns arise;
- (e) technical or operational issues affect the provision of the Services; or
- (f) the Transaction cannot be completed in accordance with applicable law or this Agreement.

12.3 Restriction of Services

WEB3 may restrict access to particular Services, functionalities, payment methods, wallet addresses, crypto-assets or Transactions where reasonably necessary:

- (a) to comply with applicable law;
- (b) to protect the security or integrity of the Services;
- (c) to manage legal, regulatory, operational or financial crime risks; or
- (d) to address technical or operational issues.

Restrictions may be temporary or permanent depending on the circumstances.

12.4 Suspension of Services

WEB3 may suspend access to the Services or any part thereof where reasonably necessary:

- (a) to investigate suspected unauthorised activity;
- (b) to investigate suspected fraud or financial crime;
- (c) to address security incidents;
- (d) to verify information previously provided by the User;
- (e) to comply with legal or regulatory requirements; or
- (f) to protect the User, WEB3 or other users of the Services.

Where reasonably practicable and not prohibited by law, WEB3 will use reasonable efforts to inform the User of the suspension.

12.5 Termination by the User

The User may cease using the Services at any time. The User may request closure of the User Profile by contacting WEB3. WEB3 may require completion of any outstanding verification, settlement, legal or regulatory requirements before closing the User Profile. Termination shall not affect any rights, obligations or liabilities arising before the effective date of termination.

12.6 Termination by WEB3

WEB3 may terminate the User relationship immediately where:

- (a) the User materially breaches this Agreement;
- (b) the User provides false, inaccurate, incomplete or misleading information;
- (c) the User fails to cooperate with reasonable requests for information or documentation;
- (d) the User engages in prohibited activities;
- (e) continued provision of the Services would be unlawful; or
- (f) WEB3 reasonably determines, based on documented facts and circumstances, that continuation of the relationship would expose WEB3 to material legal, regulatory, financial crime, operational or security risks.

Where appropriate and not prohibited by law, WEB3 may provide notice before termination.

12.7 Ordinary Termination

WEB3 may terminate the User relationship for business, operational or commercial reasons by providing at least thirty (30) days' prior notice to the User. Nothing in this Section limits WEB3's right to immediately terminate the User relationship under Section 12.6 where immediate action is reasonably necessary.

12.8 Consequences of restriction, suspension or termination

Following restriction, suspension or termination:

- (a) access to the Services may be disabled or limited;
- (b) pending Transactions may be delayed, suspended, cancelled or completed as required by applicable law and operational requirements;
- (c) WEB3 may continue to retain information and records where required by law or regulatory requirements; and
- (d) provisions of this Agreement that by their nature are intended to survive termination shall remain in effect.

12.9 No Liability for regulatory actions

To the extent permitted by applicable law, WEB3 shall not be liable for losses arising solely from actions taken in accordance with this Section where such actions are reasonably necessary to comply with legal, regulatory, security or compliance requirements. Nothing in this Section excludes any liability that cannot be excluded under applicable law.

13. COMPLAINTS

13.1 Right to submit a complaint

A User who is dissatisfied with any aspect of the Services may submit a Complaint to WEB3. Complaints may relate to, among other things:

- (a) the provision of the Services;
- (b) the execution of Transactions;
- (c) communications with WEB3;
- (d) the conduct of WEB3 personnel or service providers; or
- (e) any other matter relating to the User's relationship with WEB3.

The submission of a Complaint shall not adversely affect the User's rights under applicable law.

13.2 Complaints handling framework

WEB3 maintains a **Complaints Handling Policy (link)** designed to ensure that Complaints are handled fairly, consistently and without undue delay. The Complaints Handling Policy is available on the Website and forms part of the contractual framework governing the Services.

Complaints shall be handled in accordance with the Complaints Handling Policy as amended from time to time.

13.3 Submission of complaints

Complaints may be submitted using the contact details and communication channels specified in the Complaints Handling Policy or otherwise communicated by WEB3. A Complaint should contain sufficient information to enable WEB3 to identify the User and investigate the matter raised. WEB3 may request additional information where reasonably necessary to assess or investigate a Complaint.

13.4 Effect of a complaint

The submission of a Complaint shall not by itself suspend, delay, reverse, cancel or otherwise affect the execution, settlement, enforceability or validity of any Transaction, Quote, instruction or obligation under this Agreement, unless otherwise required by applicable law or expressly agreed by WEB3.

Nothing in this Section shall prevent WEB3 from taking any action it considers necessary for legal, regulatory, compliance, fraud prevention, security, operational or risk management purposes.

13.5 Investigation and cooperation

WEB3 shall use reasonable efforts to investigate Complaints and respond within the timeframes specified in the Complaints Handling Policy or required by applicable law. The User shall cooperate with any reasonable requests for information, clarification or supporting documentation made by WEB3 during the investigation of a Complaint.

Failure to provide requested information may affect WEB3's ability to investigate or resolve the Complaint.

13.6 Resolution of complaints

Where appropriate, WEB3 may take such actions as it considers reasonable to address the matters raised in a Complaint. Nothing in this Agreement requires WEB3 to provide compensation, reimbursement or any particular remedy unless required by applicable law or determined by WEB3 in its sole discretion.

13.7 Regulatory and legal rights

Nothing in this Section limits or restricts:

- (a) any right of the User to submit a complaint to a competent authority;
- (b) any right of the User to seek redress through a court or other dispute resolution mechanism available under applicable law; or
- (c) any mandatory consumer protection rights available to the User.

WEB3's internal complaints process does not prevent the User from exercising any rights available under applicable law.

14. PRIVACY AND DATA PROTECTION

14.1 Processing of Personal Data

WEB3 processes personal data in connection with the provision of the Services and the performance of its legal, regulatory and contractual obligations. Such processing is carried out in accordance with applicable data protection laws and the **Privacy Policy** ([link](#)).

The User acknowledges that the provision of certain personal data may be necessary for WEB3 to provide the Services and comply with applicable legal and regulatory requirements.

14.2 Privacy Policy

The Privacy Policy explains how WEB3 collects, uses, stores, shares and otherwise processes personal data. The Privacy Policy is available on the Website and forms part of the contractual

framework governing the Services. The User should review the Privacy Policy carefully before using the Services.

14.3 Information sharing

The User acknowledges that WEB3 may share personal data and other information:

- (a) with service providers engaged by WEB3;
- (b) with payment service providers and financial institutions;
- (c) with identity verification and compliance service providers;
- (d) with other crypto-asset service providers where required for Transaction execution or regulatory compliance;
- (e) with competent authorities, supervisory authorities, financial intelligence units, law enforcement agencies or courts; and
- (f) where otherwise required or permitted by applicable law.

Further information regarding such disclosures is set out in the Privacy Policy.

14.4 Data retention

WEB3 may retain personal data, Transaction records and other information for the periods required by applicable law, regulatory requirements, legitimate business purposes and the protection of legal rights. Retention periods are described in greater detail in the Privacy Policy.

14.5 International Transfers

Where personal data is transferred internationally, WEB3 shall implement appropriate safeguards where required by applicable law. Further information regarding international data transfers is available in the Privacy Policy.

14.6 Data subject rights

Nothing in this Agreement limits any rights available to data subjects under applicable data protection laws.

Information regarding the exercise of such rights is available in the Privacy Policy.

14.7 Regulatory and legal disclosures

The User acknowledges that WEB3 may be required by law to disclose information relating to the User, Transactions or Services.

Where permitted by law, WEB3 may also disclose information where reasonably necessary to:

- (a) comply with legal or regulatory obligations;
- (b) prevent fraud or financial crime;
- (c) protect the security and integrity of the Services; or
- (d) protect the rights of WEB3, Users or third parties.

Nothing in this Section limits any disclosure permitted under Section 3 (Regulatory Compliance).

15. INTELLECTUAL PROPERTY

15.1 Ownership of Intellectual Property

All intellectual property rights in and relating to the Services, Website, User Profile, software, technology, content, documentation, branding, trademarks, logos, designs and other materials made available by WEB3 are owned by or licensed to WEB3. Except as expressly provided in this Agreement, nothing in this Agreement transfers any intellectual property rights to the User.

15.2 Limited right to use the Services

Subject to this Agreement, WEB3 grants the User a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the Services solely for their intended purpose. The

rights granted under this Section are limited to the duration of the User's use of the Services and may be withdrawn where access to the Services is restricted, suspended or terminated.

15.3 Restrictions

The User shall not, unless expressly permitted by applicable law or with WEB3's prior written consent:

- (a) copy, reproduce or distribute any part of the Services;
- (b) modify, adapt, translate or create derivative works from the Services;
- (c) reverse engineer, decompile, disassemble or otherwise attempt to obtain source code relating to the Services;
- (d) remove, alter or obscure any proprietary notices or intellectual property markings;
- (e) use the Services in a manner that infringes the intellectual property rights of WEB3 or any third party; or
- (f) use WEB3's trademarks, trade names, logos or branding without prior written consent.

15.4 User feedback

Where the User provides suggestions, comments, feedback, ideas or recommendations relating to the Services ("**Feedback**"), the User grants WEB3 a perpetual, worldwide, royalty-free, irrevocable and non-exclusive right to use, reproduce, modify and implement such Feedback for any lawful purpose. WEB3 shall not be required to compensate the User for any Feedback provided.

15.5 Third-Party Intellectual Property

Certain elements of the Services may incorporate software, technology, trademarks, content or other materials owned by third parties. The User shall comply with any applicable rights and restrictions relating to such third-party intellectual property. Nothing in this Agreement grants the User any rights in relation to third-party intellectual property except as necessary to use the Services.

16. LIABILITY

16.1 General principles

Nothing in this Agreement excludes, limits or restricts any liability that cannot be excluded, limited or restricted under applicable law. Nothing in this Agreement shall exclude or limit liability arising from:

- (a) fraud or fraudulent misrepresentation;
- (b) wilful misconduct;
- (c) gross negligence, where applicable law prohibits its exclusion; or
- (d) any other matter in respect of which liability cannot lawfully be excluded or limited.

Except as expressly provided in this Agreement or required by applicable law, WEB3 shall not be liable for losses arising from the User's use of the Services.

16.2 User responsibility

The User is solely responsible for:

- (a) assessing whether a Transaction, Crypto-Asset or Service is appropriate for the User;
 - (b) the accuracy and completeness of information provided to WEB3;
 - (c) selecting and verifying wallet addresses, blockchain networks and settlement details;
 - (d) maintaining the security of authentication credentials, devices and communication channels;
 - (e) complying with applicable laws and regulations; and
 - (f) reviewing information, disclosures, Quotes and Transaction details before confirming a Transaction.
- WEB3 shall not be liable for losses resulting from inaccurate, incomplete or incorrect information or instructions provided by the User.

16.3 Third-Party infrastructure and service providers

The Services may depend upon third-party infrastructure and service providers that are not controlled by WEB3.

Such third parties may include:

- (a) blockchain networks;
- (b) payment service providers;
- (c) financial institutions;
- (d) telecommunications providers;
- (e) cloud service providers;
- (f) liquidity providers;
- (g) identity verification providers; and
- (h) other service providers engaged in connection with the Services.

To the extent permitted by applicable law, WEB3 shall not be liable for losses, delays, interruptions, failures or increased costs arising from the acts, omissions or performance of such third parties.

16.4 Market and investment risks

The User acknowledges that Crypto-Assets are volatile and high-risk products. WEB3 does not guarantee:

- (a) the future value of any Crypto-Asset;
- (b) the performance of any Crypto-Asset;
- (c) the profitability of any Transaction;
- (d) the achievement of any investment objective; or
- (e) the availability of future market opportunities.

To the extent permitted by applicable law, WEB3 shall not be liable for losses resulting from market movements, price volatility, liquidity conditions or changes in the value of Crypto-Assets.

16.5 Indirect and consequential losses

To the extent permitted by applicable law, WEB3 shall not be liable for any indirect, incidental, special, consequential or punitive damages. Without limitation, WEB3 shall not be liable for:

- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill;
 - (f) loss of data; or
 - (g) indirect or consequential economic losses,
- whether arising in contract, tort (including negligence), statute or otherwise.

16.6 Regulatory and compliance actions

WEB3 shall not be liable for losses arising solely from actions reasonably taken to comply with:

- (a) applicable law;
- (b) regulatory requirements;
- (c) sanctions obligations;
- (d) anti-money laundering obligations;
- (e) Travel Rule requirements;
- (f) court orders;
- (g) regulatory directions; or
- (h) requests or requirements of competent authorities.

Such actions may include delays, refusals, restrictions, suspensions, reporting obligations, requests for information or termination of the User relationship. Nothing in this Section limits any rights available to the User under mandatory law.

16.7 Availability of Services

WEB3 does not guarantee uninterrupted, continuous, secure or error-free operation of the Services. The Services may be interrupted, delayed, restricted or unavailable due to:

- (a) maintenance;
- (b) upgrades;
- (c) technical failures;
- (d) cyber-security incidents;
- (e) failures of third-party infrastructure;
- (f) blockchain network conditions; or
- (g) circumstances beyond WEB3's reasonable control.

WEB3 shall use reasonable efforts to restore availability where reasonably practicable.

16.8 Force majeure

WEB3 shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from events beyond its reasonable control. Such events may include:

- (a) natural disasters;
- (b) acts of government or regulatory authorities;
- (c) war, terrorism, civil unrest or sanctions;
- (d) labour disputes;
- (e) failures of telecommunications, internet or utility services;
- (f) cyber-security incidents; or
- (g) failures of blockchain networks or other critical infrastructure.

16.9 Non-excludable rights

Nothing in this Agreement excludes, restricts or limits any rights, remedies or protections available to a User under applicable law that cannot lawfully be excluded or limited. Where the User is a consumer, any provision of this Agreement shall be interpreted and applied in a manner consistent with mandatory consumer protection laws.

17. CHANGES TO THIS AGREEMENT

17.1 Right to amend

WEB3 may amend this Agreement where reasonably necessary to:

- (a) comply with applicable law or regulatory requirements;
- (b) reflect changes to the Services;
- (c) reflect changes to operational, security or technical arrangements;
- (d) address legal, regulatory or compliance risks;
- (e) improve clarity or consistency of the Agreement; or
- (f) reflect other legitimate business requirements.

17.2 Notification of changes

Where a proposed amendment materially affects the User's rights or obligations, WEB3 shall provide at least thirty (30) days' prior notice before the amendment becomes effective. Notice may be provided through:

- (a) the Website;
- (b) the User Profile;
- (c) email;
- (d) mobile application notifications; or
- (e) other communication channels used by WEB3.

17.3 Effective date of changes

Changes required by applicable law, regulatory requirements, security considerations, fraud prevention measures or urgent operational needs may take effect immediately where reasonably necessary.

17.4 Continued use of the Services

Continued use of the Services after the effective date of a non-material amendment may constitute acceptance of the amended Agreement. Where a material amendment adversely affects the User's rights or obligations, WEB3 may require the User to expressly accept the amended Agreement or otherwise confirm acceptance through the Services before continuing to use all or part of the Services.

17.5 Right to terminate following material changes

Where a material amendment adversely affects the User's rights or obligations, the User may cease using the Services and terminate the User relationship in accordance with this Agreement.

This Section does not apply where amendments are required by law, regulatory requirements or decisions of competent authorities.

18. CONSUMER RIGHTS

18.1 Application of this section

This Section applies only to Users who qualify as consumers under applicable law. Nothing in this Agreement shall be interpreted as limiting or excluding any mandatory consumer protection rights available under applicable law.

In the event of any conflict between this Agreement and mandatory consumer protection laws, the mandatory provisions of such laws shall prevail.

18.2 Distance contracts

The Services are generally provided through electronic means and may be concluded without the simultaneous physical presence of WEB3 and the User. The User acknowledges that this Agreement and related contractual documentation may be concluded electronically.

18.3 Pre-contractual information

Before entering into a Transaction or using the Services, WEB3 shall make available such information as may be required under applicable law. Such information may include:

- (a) information regarding WEB3;
- (b) information regarding the Services;
- (c) applicable fees and charges;
- (d) risk disclosures;
- (e) complaint handling arrangements; and
- (f) other information required by applicable law.

The User acknowledges that such information may be provided through the Website, User Profile, product interfaces or other electronic communication channels.

18.4 Acknowledgement of immediate performance

Certain Services may be performed immediately after the User requests or confirms a Transaction. By requesting or confirming such Services, the User expressly acknowledges and agrees that WEB3 may begin performing the requested Service before the expiry of any applicable withdrawal period.

18.5 Right of withdrawal

Where applicable law grants a consumer a right to withdraw from a distance contract, the consumer may exercise such right in accordance with applicable law. However, the User acknowledges that certain Services involving Crypto-Assets, digital assets, financial market fluctuations or Transactions executed at the User's request may not be subject to withdrawal rights or may be subject to exceptions permitted by applicable law.

Subject to applicable law, WEB3 does not provide refunds in respect of Transactions that have been validly executed and settled.

The availability of any withdrawal right shall be determined in accordance with applicable law and the specific circumstances of the relevant Service or Transaction.

18.6 Executed Transactions

The User acknowledges that Transactions involving Crypto-Assets may be executed immediately upon confirmation and may be irreversible. Where a Transaction has been fully executed, withdrawal, cancellation or reversal may not be possible. Nothing in this Section affects any rights that cannot be excluded under applicable law.

18.7 Consumer complaints and redress

Consumers may submit Complaints in accordance with Section 13 (Complaints).

Nothing in this Agreement limits any right of a consumer to seek redress through competent authorities, courts or dispute resolution mechanisms available under applicable law.

18.8 Mandatory consumer rights

Nothing in this Agreement shall:

- (a) exclude or limit mandatory consumer protection rights;
- (b) prevent a consumer from relying upon rights granted under applicable law; or
- (c) restrict access to courts, regulators or other remedies available under applicable law.

Any provision of this Agreement shall be interpreted and applied in a manner consistent with mandatory consumer protection laws.

Nothing in this Section limits any mandatory consumer rights under applicable law.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing law

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 laws of the Netherlands.

Where the User is a consumer, this choice of law shall not deprive the User of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

19.2 Amicable resolution

The parties shall use reasonable efforts to resolve any dispute arising out of or in connection with this Agreement through good-faith discussions before commencing formal legal proceedings. Nothing in this Section prevents either party from seeking urgent or interim relief where necessary.

19.3 Jurisdiction – Business Users

Where the User is not a consumer, the courts of Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any dispute relating to its existence, validity or termination.

19.4 Jurisdiction – Consumers

Where the User is a consumer, any dispute shall be subject to the jurisdiction rules applicable under mandatory law. Nothing in this Agreement limits the right of a consumer to bring proceedings before the courts of the Member State in which the consumer is domiciled or habitually resident, nor any right of WEB3 to bring proceedings before the courts having jurisdiction under applicable law.

19.5 Regulatory rights

Nothing in this Agreement limits the right of the User to:

- (a) submit a complaint to a competent authority;
- (b) contact the Dutch Authority for the Financial Markets (AFM);
- (c) contact another competent authority having jurisdiction over the User; or
- (d) exercise any rights available under applicable law.

19.6 Severability

If any provision of this Agreement is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, unlawful or unenforceable provision shall be replaced or interpreted so as to reflect as closely as possible its original purpose and commercial intent.

19.7 Entire Agreement

This Agreement, together with the Related Documents referred to herein, constitutes the entire agreement between the User and WEB3 relating to the Services. It supersedes all prior discussions, understandings and arrangements relating to the same subject matter.