COINMOTION – TERMS OF SERVICE

Valid as of 19.11.2025. The Customer may request previous versions of these Terms of Service by contacting customer service.

RISK NOTIFICATION

Crypto-Assets are considered inherently a high-risk asset class, which main risks include:

- *price volatility* (e.g. sudden gains and losses in value of the Crypto-Assets),
- *security risks* (e.g. hacking or other security breaches could lead to loss of funds),
- *regulatory risks* (e.g. regulatory changes may have a negative impact on Crypto-Assets),
- *taxation* (e.g. the taxation of Crypto-Assets varies between countries, is generally unclear, and is subject to regulatory changes, all of which may lead to unexpected taxation events for the Customer),
- *liquidity risks* (e.g. insufficient liquidity may result in difficulty or even impossibility to trade Crypto-Assets),
- *counterparty/credit risks* (e.g. if a counterparty of the Company would default, there is a risk that the Customer's funds would be at risk),
- *market risks* (e.g. changes in the market conditions could result in the decrease of value of

  the Crypto-Assets, and since the market operates 24 hours a day, seven (7) days a week, every day of the year, the market conditions can change any time), and
- *operational risks* (e.g. Blockchain technology and DeFi are intrinsically fraught with vulnerabilities. These vulnerabilities stem from aspects like consensus mechanisms, challenges with interoperability, and the open-source character of the platforms. Consequently, these vulnerabilities might lead to potential losses or delays for the Customer).

The listed risks are not exhaustive, and many additional risks not listed above, and even unpredictable risks, may be associated with Crypto-Assets.

Due to the inherent risks associated with the Crypto-Assets, using the Services carries a significant risk of capital loss, potentially up to the full amount invested.

By using the Service, the Customer acknowledges and accepts the risks pertaining to the Services and Crypto-Assets in general.

DEFINITIONS

"**Access Code**" means a Bank ID, a personal secret set of characters or biometric identifier chosen by the Customer, which the Customer can use to log into the Service, accept Payment Transactions made in the Services and transact with the customer service via remote communication (e.g. telephone or computer).

"**Account**" means jointly the Customer's Fiat Account and Crypto-Asset Account in the Service.

"**Agreement**" means the following different terms, which apply in the relationship between the Company and the Customer when the Customer uses the Service, and that are to be read in unison:

A. "**Terms of Service**", see Annex A of this Agreement

B. "**Terms of Standard Crypto-Asset Services**", see Annex B of this Agreement

C. "**Terms of Payment Services**", see Annex C of this Agreement

All terms except for the Terms of Service (Annex A) may also be referred to as "**Special Terms**".

"**Airdrop**" means a situation where the software protocol underlying a Crypto-Asset available in the Service is subject to change regarding the operational rules of the protocol and/or the distribution mechanism of the Crypto-Asset.

"**AML Act**" means the Anti-Money Laundering and Counter Terrorist Act of Finland (444/2017).

"**CASP**" means a Crypto-asset Service Provider as set out in MiCA.

"**Company**" means Coinmotion Oy.

"**Crypto-Asset**" means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (e.g. bitcoin and ether).

"**Crypto-Asset Account**" means the Customer's Crypto-Asset wallet in the Services through which the Customer may use Crypto-Asset Services.

"**Crypto-Asset Services**" means the services provided by the Company to its Customers involving Crypto-Assets.

"**Customer**" means a natural or legal person who has entered into this Agreement with the Company.

"**External Wallet**" means a digital tool that enables the Customer to retain Crypto-Asset outside the Service. While External Wallet is typically provided by a party other than the Company, there may be instances where the Company could offer such a service to its customers (outside the Services).

“**Fiat Account**” means the Customer’s account in the Services where the Customer may retain Fiat Funds.

“Fiat Funds” means an official currency of a country that is issued by a central bank or other monetary authority (e.g., euros, pounds, and dollars).

“**Fork**” means a situation where a blockchain splits into two or more different blockchains.

“Instruction” means instructions given by the Customer to the Company related to use of the Service, required by the Company from time to time.

“**Limit Order**” or “**Stop Order**” means an Order in the Exchange Service, where the customer determines a fixed price and an expiration date for the Order, and the Company executes the Order only if the fixed price is achieved or exceeded by the expiration date.

“MiCA” means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets.

“**Monthly Saving**” means an additional function available in the Exchange Service in accordance with Section 3.5 of Annex B.

"**Order”** means the request placed by the Customer with the Company in the Service, utilizing the available functionalities of the Services at that specific time, to use the Services in a manner detailed in the request.

“Outsourcing Partner” means a third party to which the Company may have outsourced services or activities.

“**Payment Instrument”** means a card, virtual payment card, chip, application or other payment instrument that can be used to issue Orders and that is linked to the Fiat Account in accordance with the Agreement between the Customer and the Company.

“Payment Services” means the payment services offered by the Company through the Services in accordance with the Act on Payment Institutions of Finland (297/2010).

“Payment Transaction” means the act by which Fiat Funds are transferred, withdrawn or made available to the Recipient.

“**Privacy Notice**” means the Company’s privacy notice which can be found here: Privacy Notice (https://coinmotion.com/privacy-policy/)

“Recipient” means a party to whom the Fiat Funds or Crypto-Assets are made available.

“**Recurring Buy**” means an additional function available in the Exchange Service in accordance with section 3.5 of Annex B.

“**Service**” or “**Services**” means all of the Company’s services provided to the Customer in accordance with this Agreement.

“Service Price List” means the price list in force at the time, on the basis of which the Company charges the Customer fees and commissions for the use of the Services. The Service Price List can be seen here: Service Price List (https://helpcenter.coinmotion.com/how-much-does-coinmotion-cost).

“**Special Terms**” see the definition of ‘Special Terms’ within the ‘Agreement’ definition provided earlier.

“**Standard Crypto-Asset Services**” mean the standard Crypto-Asset Services provided by the Company, including the following services:

- “**Custody Service**” means the provision of custody and administration services involving Crypto-Assets by the Company on behalf of the Customer.
- “**Exchange Service**” means the exchange of Crypto-Assets for Fiat Funds or other Crypto-Assets.
- “**Transfer Service**” means the provision of transfer services for Crypto-Assets on behalf of the Customer.

“**TFR**” means Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets.

“**Vault Function**” means an additional function available in the Custody Service in accordance with Section 2.8 of Terms of Standard Crypto-Asset Services.

A. TERMS OF SERVICE

1. Service Provider

1. The contact details of the Company are as follows:

Name: Coinmotion Oy
Business ID: 2469683-1
Principal Office: Kauppakatu 39, 40100 Jyväskylä, Finland
Phone number: 0600 30088
Email: (/cdn-cgi/l/email-protection)

Web address: www.coinmotion (http://www.coinmotion).com

1.2 The Company is registered by the Finnish Financial Supervisory Authority as a payment institution in accordance with the Act on Payment Institutions of Finland (297/2010), and as a CASP, authorized by FIN-FSA in accordance with MiCA. The Company has notified FIN-FSA in accordance with the Act on Payment Institution of Finland, and provided the information in accordance with MiCA, regarding the provision of the Company's Services to Sweden, and the Company is entitled to offer both Payment Services and Crypto-Asset Services in Sweden on the basis of the authorizations granted in Finland.

2. Conclusion of the Agreement and Applicable Terms

2.1 The Customer and the Company enter into the Agreement by any means made available by the Company at any given time.

2.2 Prior to the registration, the Customer has an obligation to carefully read through this Agreement and ensure that the Customer is able to comply with the terms of this Agreement prior to the conclusion of the Agreement and during the validity of the Agreement. If the Customer is not able to comply with the terms of this Agreement, the Customer has an obligation to immediately inform the Company of the situation and stop using the Service.

2.3 The Agreement between the Company and the Customer will be effective immediately after the Customer has registered as a Customer into the Service, and the Company has accepted the conclusion of the Agreement.

2.4 When entering into the Agreement, the Customer agrees to communicate with the Company via the Service.

2.5 The Company reserves the right to refuse to conclude the Agreement with any party without giving a reason for its action.

2.6 The Customer shall take into account the terms set by network operators, device manufacturers and other third parties, which may be a condition for using the Services provided by the Company.

3. Compliance with the AML Act

3.1 In accordance with the AML Act, the Company has a legal obligation to know its Customer (KYC) and ensure that the Customer does not use the Services or enable the Services to be used for money laundering or terrorist financing.

3.2 The Customer understands and agrees that the Company may use any and all necessary legal means (e.g. deriving information of the Customer from reliable third-party sources, such as government databases) to ensure the Company’s compliance with the AML Act in regard to the provision of the Services to the Customer.

This verification process undertaken by the Company may lead to potential delays or the possibility of refusal in the provision of the Service. The Customer hereby acknowledges and agrees that the Company bears no liability for any delays, disruptions, or denials arising from such compliance checks. The Customer further acknowledges that these measures are in place to uphold legal and regulatory standards and accepts them as a precondition for accessing the Service.

3.3 The Customer is obliged to provide the Company with the correct, sufficient, and necessary information requested by the Company at any given time, including before the formation of the Agreement, in order to enter into the Agreement and execute Services. The Customer accepts this obligation.

Provided KYC information and other relevant personal information can be used to prevent money laundering and terrorist financing as well as to reveal, investigate and to bring such actions for examination.

3.4 The Customer is solely responsible for the correctness and timeliness of the information provided.

3.5 The Customer must immediately notify the Company of any changes to the Customer's information in the Service, such as changes in the Customer's name, email, address and political status.

3.6 The Company is not responsible for damages caused by the Customer's negligence to notify the Company of the changes in the Customer's information.

3.7 The Company has the right to charge the Customer for the costs for not notifying the changes in the Customer's information to the Company.

4. Rights and Responsibilities of the Company

4.1 The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Services contain copyrighted material, trademarks, and other proprietary information of the Company and its licensors. All the intellectual property rights shall remain vested with the Company.

4.2 The Service may enable the Customer to view, access, communicate and interact with third party sources, for example, third party websites and services. The Company does not assume any responsibility for the content, actions, or practices of any such sources. The Customer's interaction with such a source and the Customer's use of, and reliance upon, any content provided by such sources is at the Customer's sole discretion and risk.

4.3 Nothing in the Company's communication or information provided to the Customer shall be interpreted as advice related to the Service nor as advice related to Crypto-Assets. The Company is not responsible for the content of the Service or its correctness.

4.4 The Company has a unilateral right to decide whether or not to accept the Instructions and Orders. The Company is not responsible to verify the accuracy, authenticity or validity of any Instruction.

4.5 The Company is bound by applicable laws. Thus, the Company may be required to share information about the Customer, the Customer's Account and/or other information related to the Customer for third parties, including, but not limited to, Finnish, Swedish, and foreign authorities. The Customer acknowledges and agrees that the Company has the right to disclose such information.

4.6 The Company has a right to use Outsourcing Partners when providing the Service, including, but not limited to, the Custody Service.

5. Rights and Responsibilities of the Customer

5.1 To enter into this Agreement and use the Service, the Customer must (i) be a natural person at least 18 years old or a legally competent legal person established in accordance with applicable laws, (ii) not be barred from using the Service by any laws that apply or the Company’s policy, and (iii) not be a national or a resident of the United States of America.

5.2 By creating an Account and/or using the Service, the Customer represents and warrants that the Customer can form a binding agreement with the Company, the Customer is not a person barred from using the Service under any laws, and the Customer will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

5.3 The Customer agrees that when using the Service: a) if the Customer is natural person, the Customer shall always be the principal, and not an agent acting on behalf of a third party, unless otherwise is expressly agreed in writing between the Company and the Customer; or b) if the Customer is a legal entity, the Customer’s representative acts only for the Customer’s benefit, never on behalf of a third party. Additionally, the Customer agrees that when using the Service, the Customer shall only utilize Crypto-Assets and Fiat Funds that are legally owned by the Customer. The Customer is fully responsible for all activity that occurs under the Customer’s Account.

5.4 The Customer agrees to use the Service only for the purposes permitted by the Agreement and any applicable laws, regulations or generally accepted policies or guidelines in the relevant jurisdiction.

5.5 The Customer is solely responsible to ensure that any Instruction given to the Company is complete and accurate, as well as it represents the Customer’s independently formed expression of will. The Customer shall be solely responsible for its decisions, including the decision to make the Order, in the Service and ensuring that its use of the Service is in compliance with the applicable laws.

5.6 The Customer warrants that the Customer is capable of assessing the risks involved in the Service. Before using the Service, it is the Customer’s sole obligation to conduct thorough research on the specific Crypto-Asset the Customer is considering in the context of the Service. When the Customer uses the Service, the Customer explicitly warrants to the Company that the Customer understands and accepts all risks related to Service and to specific Crypto-Asset the Customer is considering in the context of the Service.

5.7 The Customer shall be solely responsible for its own reporting obligations in connection to the Agreement (e.g. tax reporting). Moreover, the Company does not give any advice relating to the taxation of Crypto-Assets and none of the Company's communications should be understood as such. The Customer is always responsible for determining what taxes the Customer might be liable to, and how they apply, when using the Service and it is the responsibility of the Customer to report and pay any taxes that may arise from using the Service.

5.8 It is forbidden to choose a username that violates good practice and/or violates the rights of others. The username will be the same as the login email.

5.9 The Customer agrees not to take up any actions that disturbs or in any other way hinders the Service or its servers or networks.

5.10 The Service may contain links to third party websites. When the Customer visits third party websites, the Customer does so on the Customer's own responsibility and risk.

5.11 The Customer agrees not to send, transmit or store material through the Service that is in violation of good practice or law. The Customer also agrees not to incite others to engage in any such activities. Furthermore, the Customer agrees not to violate anyone's intellectual property rights through the Service.

5.12 The Customer agrees to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service. The Customer agrees not to remove, obscure, or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

5.13 The Customer is solely responsible for the electronic devices, communication devices, and associated technologies used to access the Service. This includes the condition and functionality of hardware, internet connection, antivirus software, backup systems, and other similar technologies. The Customer must also ensure the security and proper management of emails and other software applications used in connection with the Service.

5.14 The Customer undertakes to act diligently towards the Company in all activities between the parties. The Customer understands that the Account and the login information are the Customer's personal information, and these must be stored and used with care and security so that third parties cannot access or use them. The Customer undertakes not to grant any third party the right to use the Service or grant a third party the right to access the Service.

5.15 The Customer shall always sign out of the Service when the Customer stops the use of the web application or the mobile application.

5.16 The Customer must immediately notify the Company of the loss of the login information, third party possession or unauthorized use of the Account to the following email address: (/cdn-cgi/l/email-protection#3a53545c557a5955535457554e53555414595557). The Customer is responsible for all activity in the Account.

5.17 The Customer is in all regards obliged to take all reasonable steps to fulfill the duty of diligence and to ensure on a regular basis, in accordance with the circumstances, that the duty of diligence has been fulfilled.

5.18 The Customer shall indemnify and hold harmless the Company from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential losses and loss of profit), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys' fees and other professional costs and expenses, arising out of or in any way connected with:

- the Customer's access to or use of the Account and/or Service,
- the Customer's breach of the Agreement,
- the Customer's breach of any applicable law, or
- the Customer's violation of the right of any third party.

6. Language, Communication and Customer Service

6.1 Finnish, Swedish and English shall be used in any communications, as the Customer chooses.

6.2 The Service, including email and other similar methods, will serve as the primary channels for communication and customer support. Customers must submit all communications related to the Agreement to the Company in writing, using these specified channels.

6.3 For as long as the Agreement is in force between the Company and the Customer, the Customer has a right to request from the Company a written copy of this Agreement and information relating to this Agreement, such as notifications of changes to this Agreement and the Service Price List. The information may also be provided by another similar manner (e.g., text message) depending on the contact information provided by the Customer. The Customer is considered to have received the information or the notification no later than on the seventh (7) day after the Company has sent the message.

6.4 Where the Customer requests a written copy of the Agreement or information relating to this Agreement, the Company has the right to charge a reasonable fee from the Customer in accordance with the Service Price List, as well as postage and handling costs for submitting the terms of the Agreement and information relating to the Agreement.

7. Processing of Personal Data

7.1 The Company' personal data processing activities are described in the Company's Privacy Notice (https://coinmotion.com/privacy-policy/).

8. Fees, Charges and Currency Exchange and Display Risks

8.1 The Company has the right to charge the Customer a fee for using the Service in accordance with the Service Price List in force at a given time. The Service Price List is published on the Company's website and delivered to the Customer electronically upon request. The Service Price List is displayed here Service Price List (https://helpcenter.coinmotion.com/how-much-does-coinmotion-cost).

8.2 The Service Price List may be changed in accordance with section 15.

8.3 The Company is not responsible for any fees or commissions charged by the Recipient or any other third party.

8.4 Although the Service supports deposits and displays of Fiat Funds in various currencies including Swedish kronor (SEK), the Customer acknowledges and agrees that:

a. The platform operates exclusively in euros (EUR) as its base operational currency;

b. All SEK-denominated amounts displayed in the Service are provided for convenience only and are converted from the underlying EUR amounts using prevailing exchange rates;

c. The Customer always bears any and all the costs associated with the currency exchange as specified in the Service Price List and that the Company recover such costs by withdrawing such costs and/or fees from the amount deposited or withdrawn by the Customer prior to transferring the amount to or from the Customer's Account as applicable;

d. Only EUR-denominated statements, balances, and records maintained by the Company are legally valid and binding and, unless otherwise set out in mandatory applicable law, the Company reserves the right to in its sole discretion decide in which currencies it provides denominated statements, which shall include a right to only provide denominated statements in EUR;

e. Due to exchange rate fluctuations between SEK and EUR (as well as between other currencies that may be supported by the Company from time to time), the amount that a Customer may withdraw from their Fiat Account may differ from the amount originally deposited, even if no other transactions have occurred in the Account;

f. The Customer bears the full risk of currency exchange rate volatility, which may result in significant capital loss; and

g. By using the Service with non-EUR currencies, the Customer acknowledges and accepts these currency-related risks.

9. Liability for Damages and Limitation of Liability

9.1 The Service is provided on an "*as is*" and "*as available*" basis. The Company does not guarantee that the Service is usable at any given time or that the Service would work flawlessly. The Company does not guarantee the uninterrupted and continuous operation of the Service or other equipment and/or systems used in the execution of the Services.

9.2 The Company is only obliged to compensate the Customer for any direct damage caused to the Customer by the Company's breach of an applicable law or the Agreement. The Customer is not entitled to compensation from the Company if the Customer does not notify the Company of the reason for the compensation within 60 days after having become aware of the reason for compensation and the Customer's claim.

9.3 The Company shall not be liable for any loss, damage, claim or other similar matter arising directly or indirectly of (i) rejection or non-execution of any Instruction and/or Order, (ii) delay in the execution of any Instruction and/or Order, (iii) the Customer's compliance or non-compliance with legislation and/or the Agreement, (iv) the Customer's capability or lack thereof to assess risks involved in the Service, (v) actions or inactions of a third party (e.g. custody solution providers, banks, brokers, telecommunications infrastructure or exchanges), (vi) any third party becoming insolvent (e.g. If a liquidity provider or an exchange were to act as a counterparty for the Company and it were to become insolvent, it might not be able to fulfill its financial obligations to the Company and/or the Customer. This refers e.g. to completing Order and safeguarding and return of the Customer's Crypto-Assets held in custody, and failure to meet these obligations could result in financial losses for the Customer), and (vii) any matters for which the Customer is responsible (see section 5 afore).

9.4 The Company and its affiliates, business partners, licensors, or service providers will not be liable for any incidental, indirect, consequential, exemplary, special, or punitive damages suffered by the Customer, including but not limited to loss of profits, goodwill, data corruption, service interruptions, or the need for substitute services. This exclusion applies even if the Company has been previously advised of the risk of such damages. However, this limitation does not apply if the damage was caused intentionally, through gross negligence, or by violating the obligations under the Act on Payment Services of Finland (290/2010). This limitation is to be interpreted to the fullest extent permitted by applicable law and the provisions of this section.

9.5 The Company shall not be liable for damages if the performance of the Company's obligations under the Agreement or an applicable law would be contrary to another applicable law.

9.6 The Customer who has suffered losses, shall take all possible actions to limit these losses. If the Customer fails to do so, the Customer will be liable for damages in this regard.

9.7 The Customer is not entitled to compensation due to the termination of this Agreement or due to the termination of the Service.

9.8 Without prejudice to any limitations of liability the Company's total liability under or relating to this Agreement, regardless of the cause or form of action, and whether before or after its termination, shall not exceed total fees of the Service that Customer has paid to the Company within the 90 days immediately preceding the events giving rise to any claim, unless such amount is related to Company's material breach of its obligations under this Agreement and is a result of the Company's gross negligence or willful misconduct. However, and without prejudice to any limitations of liability, if the Company's liability concerns the Custody Service and a loss of Crypto-Asset or means of access to the Crypto-Asset, the Company's total liability shall not exceed the market value of the Crypto-Asset that was lost, at the time the loss occurred.

9.9 Some jurisdictions do not allow the exclusion or limitation of certain damages, hence the exclusions and limitations in this section apply to the extent allowed by mandatory applicable laws.

10. Force Majeure

10.1 The Company shall not be liable for damages if the Company can show that the performance of its obligation was prevented by an unusual and unforeseeable cause beyond its control and the consequences of which could not reasonably have been avoided.

10.2 Force majeure or other similar circumstance entitles the Company to suspend the provision of the Service for the time being.

10.3 The Company shall notify in writing the Customer of the force majeure as soon as possible.

11. Transfer of Agreement

11.1 The Company has a unilateral right to transfer the Agreement and the receivables related to it and other rights and obligations in full or in part to a third party.

11.2 The Customer is not entitled to transfer the rights and obligations under the Agreement.

12. Regulatory Authorities

12.1 The Payment Services and Crypto-Asset Services provided by the Company are supervised by the Finnish Financial Supervisory Authority (P.O. Box 103, 00101 Helsinki; www.finanssivalvonta.fi (http://www.finanssivalvonta.fi), + 358 9 18351).

13. Suspension of the Service

13.1 The Customer accepts and understands that the Company may, within the limits of applicable law, deem it appropriate to prevent or suspend the Customer's use of the Service and/or the Account with immediate effect or to restrict the Customer's ability to use certain functions of the Service. The Customer also accepts and understands that the Company may be forced to do so by applicable law, court ruling, or local authorities. In such an event, the Company is entitled to collect a fee from holding the Customer's Fiat Funds and/or Crypto-Assets in accordance with the Service Price List.

14. Term and Termination

Term

14.1 The Agreement is in force until further notice.

14.2 The Customer has a right to terminate the Agreement immediately. The termination must be done through the Service following account termination procedures as prescribed by the Company from time to time, or by a separate agreement with the Company.

14.3 The Company has the right to terminate the Agreement with 60 days written notice.

14.4 Notwithstanding the aforementioned, the Company has the right, without any prior notice, to terminate the Agreement immediately and at the same time stop offering the Service to the Customer and close the Account if the Customer has materially breached the obligations under the Agreement or the Company's compliance with applicable laws so requires or may require. The Customer understands and accepts that in such an event the Company may use all of its rights in accordance with the Agreement and any and all applicable laws.

Termination rights and obligations

14.5 If the Agreement between the Company and the Customer is terminated, the Customer must, by the deadline set by the Company act as follows:

1 Fiat Funds in the Service shall be withdrawn from the Service into the Customer's verified bank account. If, within the deadline set by the Company, the Customer does not provide verified bank account for the Company or withdraw the Fiat Funds into the Customer's verified bank account, or there is another justified reason for the Company not to return the Fiat Funds to the Customer, the Company is entitled to collect a fee from holding the Customer's Fiat Funds in accordance with the Service Price List, and immediately close or block the use of the Payment Instrument connected to the Fiat Account.

2 Crypto-Assets in the Service shall be either (i) exchanged into Fiat Funds, whereafter these Fiat Funds shall be subject to the same treatment as specified in section 14.5.1, or (ii) transferred to an External Wallet in accordance with this Agreement as well as any and all applicable laws. If the Customer does not comply with the aforementioned within the deadline set by the Company, or if the Company determines that it cannot complete the requested transfer of Crypto-Assets to an External Wallet, the Crypto-Assets will be converted into Fiat Funds at the prevailing market rate offered by the Company and transferred to the Customer's Fiat Account in the Service, whereafter they shall be subject to the same treatment as specified in section 14.5.1. However, if the Company would be, for whatever reason, unable to convert Crypto-Assets into Fiat Funds, the Company shall hold the Customer's Crypto-Assets in the sole possession of the Company. In such an event, the Company is entitled to collect a fee from holding the Customer's Crypto-Assets in accordance with the Service Price List.

14.6 The Company's obligation to offer the Service ends when the Agreement is no longer in force.

1. The following sections shall remain in force even after the termination of the Agreement 3-5, 7, 9-10, 13, 14.5 and 16-17.

15. Changes to the Agreement and the Services

15.1 The Company has a unilateral right to change the Agreement. The change may be caused for example by changes in legislation, regulations, collective agreements, practices, technological developments, or security solutions, which result in changes to the conditions for the technology used by the Service or the range of services offered. The Company will notify the Customer of the changes in the Service, via e-mail or another similar way.

15.2 Where the changes concern:

a. Payment Services, the changes enter into force on the date specified by the Company, however no earlier than 60 days after sending the notice to the Customer, and

b. any other Service than the Payments Services provided by the Company under this Agreement, changes enter into force on the date specified by the Company, however not earlier than 14 days after sending the notice to the Customer, unless otherwise provided in this Agreement.

15.3 Notwithstanding the aforementioned, the Company may occasionally need to make changes to the Agreement which will enter into force immediately. Such changes may include changes:

a. related legal and/or regulatory changes,

b. that lead to a more favorable outcome for the Customer or does not affect the Agreement significantly, or

c. subject to any other valid reason which requires the changes to enter into force immediately.

16. Discrepancies

16.1 In the event of any discrepancies, inconsistencies, or conflicts between the provisions in different language versions of the Agreement,

a. the Finnish language version shall be applicable for the Customers that are residents in Finland or in any other country than Sweden;

b. the Swedish language version shall be applicable for the Customers that are residents in Sweden.

16.2 In the event of any discrepancies, inconsistencies, or conflicts between the provisions in the terms of these Terms of Service and Special Terms, the provisions of Special Terms shall take precedence.

16.3 In the event of any discrepancies, inconsistencies, or conflicts between the Special Terms, the terms directly relevant to the specific situation or service in question shall take precedence.

17. Governing Law and Disputes

17.1 This Agreement shall be governed by and construed in accordance with:

a. the laws of Finland, if the Customer is resident in Finland or in any country other than Sweden;

b. the laws of Sweden, if the Customer is resident in Sweden;

in each case without regard to conflict of law principles.

17.2 If the Customer believes that the Company has acted in violation of this Agreement, the Customer has a right to file a complaint to the Company. For contact details, please see section 1.1 above. Filing a complaint is free, and the Customer may file the complaint in the Service or by sending email to the Company. The Company will investigate all complaints in a timely and fair manner and communicate the outcome of such investigations to the Customer. When filing a complaint, the following shall be adhered to:

- Complaint shall be made within 60 days from the date the Customer discovered or should have discovered the Company's alleged violation of the Agreement. Failure to contact the Company within the stipulated time frame will result in the Customer forfeiting their right to make any claims regarding the alleged breach, and the Company will presume that the Customer has no demands in the matter.

17.3 Any disputes arising out of or in connection with this Agreement shall be submitted to the competent courts of:

a. Finland, if the Customer is resident in Finland or in any country other than Sweden;

b. Sweden, if the Customer is resident in Sweden.

17.4 In the event of a matter relating to processing of personal data, Customers may contact the office of the Data Protection Ombudsman of Finland (the Office of the Data Protection Ombudsman, P.O. Box 800, 00531 Helsinki, Finland, www.tietosuoja.fi (http://www.tietosuoja.fi/), (about:blank)). For further information https://tietosuoja.fi/en/notification-to-the-data-protection-ombudsman (https://tietosuoja.fi/en/notification-to-the-data-protection-ombudsman).

B. TERMS OF STANDARD CRYPTO-ASSET SERVICES

1. General Provisions

1.1 The Customer can use the Standard Crypto-Asset Services by making an Order to the Company in the Service. For clarity, all the Standard Crypto-Asset Services are regulated services under MiCA.

1.2 The Customer's Order shall be deemed received and its execution shall begin when the Customer has provided sufficient information to execute the Order. The Customer has no right to cancel their Order after the Company has received the Order and started its execution.

1.3 The Company is entitled to a fee for the provision of the Standard Crypto-Asset Services in accordance with the Service Price List.

1.4 The Customer agrees that the Customer shall not, without prior written consent from the Company, pledge, encumber, or otherwise use any Crypto-Assets in Crypto-Asset Account as collateral for any loan, debt, or other obligation incurred by the Customer or any third party.

1.5 The Customer agrees and understands that in the event of a market disruption of any kind, the Company has a right, in its sole discretion, do one or more of the following: (i) suspend access to the Crypto-Asset Services or (ii) prevent the Customer from completing any actions via the Crypto-Asset Services. The Company is not liable for losses in any form suffered by the Customer resulting from such actions or circumstances. Following such an event, the Customer agrees and understands that the prevailing market prices may differ significantly from the prices prior to such event.

1.6 At the end of the Customer relationship, the Customer may receive the Crypto-Assets in the Crypto-Asset Account by transferring the Crypto-Assets to an External Wallet in accordance with terms and conditions of the Transfer Service. A fee is charged for the transfer in accordance with the Service Price List.

2. Custody Service

2.1 The Company provides Custody Service to the Customer through the Crypto-Asset Account. The Crypto-Asset Account is personal and only the Customer shall have access to the Crypto-Asset Account.

2.2 By using the Crypto-Asset Account, the Customer authorizes the Company to custody and administrate the Customer's Crypto-Assets on behalf of the Customer.

2.3 The Crypto-Asset Account may be used to store, receive or deposit only those Crypto-Assets that the Service supports at any given time. The Company reserves the right at its sole discretion to decide which Crypto-Assets the Service supports.

2.4 If the Customer deposits Crypto-Asset into a Crypto-Asset Account that the Service does not support, there is a high risk that the Customer loses the deposited amount as a whole. The Company is not liable for any damages that might occur when the Customer deposits to the Service Crypto-Asset that the Service does not support. In case the Customer deposits Crypto-Asset that the Service does not support to the Service, the Customer must immediately notify the Company of the matter by email (/cdn-cgi/l/email-protection#1d74737b725d7e7274737072697472733 37e7270), via the Service, or by calling +358 600 300 88.

2.5 If the Company stops providing the Service for a specific Crypto-Asset that the Customer holds in the Customer's Crypto-Asset Account, the Customer must, by the deadline set by the Company, choose one of the following actions: (i) exchange the affected Crypto-Assets for another Crypto-Asset supported by the Service, if the Service supports such exchange, or for Fiat Funds, (ii) transfer the affected Crypto-Assets to an External Wallet in accordance with the terms and conditions of the Transfer Service; or (iii) transfer the affected Crypto-Assets to the Expansion Service, if such an option is offered by the Company. If the Customer does not choose any action within the deadline set by the Company, or if the Company determines that it cannot complete the requested transfer of Crypto-Assets to an External Wallet or the Expansion Service, the Crypto-Assets will be converted into Fiat Funds at the prevailing market rate offered by the Company in accordance with terms and conditions of the Exchange Service.

2.6 If the Agreement between the Company and the Customer is terminated, the section 14.5 of Annex A applies.

2.7 The Company shall, in electronic form, at the request of the Customer, provide the Customer with a statement of position concerning the Customer’s Crypto-Assets in the Crypto-Asset Account. The statement of position shall contain the type and balance of Crypto-Assets, their market value at the time of the statement, and any transfers of Crypto-Assets that occurred during the reporting period.

2.8 The Customer may use the Custody Service’s Vault Function, which offers an additional higher level of security for the Customer’s Crypto-Assets held in the Custody Service. The Vault Function is subject to additional cost in accordance with the Service Price List.

2.9 The Company reserves the right, at its sole discretion, to decide which Crypto-Assets and/or blockchain Forks will be supported by the Service. As a general rule, the Company does not support any Airdrop or Fork unless it expressly states otherwise. If the Company does not support a particular Airdrop or Fork, it is the Customer’s responsibility to move their Crypto-Assets to the External Wallet or another service where they can utilize the Airdrop or Fork if they wish to participate in or benefit from it. The Company shall not be held liable for any loss or missed opportunities resulting from unsupported Airdrops or Forks.

2.10 When providing the Custody Service, the Company makes use of other CASPs. The Company has provided more detailed information about the nature of Custody Service, description of Custody Service, the Customer’s authentication system and the description of security systems used in Custody Service in the summary of the Company's custody policy, which is available electronically here: Summary of the Custody Policy (https://coinmotion.com/wp-content/uploads/2025/11/B2-SUMMARY-OF-THE-CUSTODY-POLICY-.pdf). For clarity, the summary of the Company’s custody policy is an integral part of the Agreement.

3. Exchange Service

3.1 By making an Order to the Company in the Service, the Customer may use the Exchange Service with the Crypto-Assets or Fiat Funds in the Customer’s Account to exchange Crypto-Assets for Fiat Funds or other Crypto-Assets or Fiat Funds for Crypto-Assets.

3.2 The price of each Crypto-Asset is clearly and publicly displayed to the Customer before the confirmation of any Order, including a fixed price of the Crypto-Assets proposed for exchange. Notwithstanding the aforementioned, if the Customer decides to make a Limit Order or Stop Order, the price of the Crypto-Asset shall be based on the price offered by the Company in the Exchange Service at the moment of execution of the relevant Limit Order or Stop Order. For further clarity, a Limit Order or a Stop Order is triggered for execution only if the price offered by the Company achieves the fixed price by the expiration date, as defined by the Customer when placing the Order. In such an event, the Company shall execute that sell or buy Limit Order or Stop Order promptly, but no later than within 60 seconds, or in exceptional circumstances, within a longer or shorter time, always using the price offered by the Company at the time of execution in the Exchange Service. For an absolute clarity, because of the method for determining the price of the Crypto-Assets for the Limit Order or Stop Order, the price of executed Limit Order or Stop Order may differ, even significantly, from the price the Customer has indicated to accept when placing a sale or buy Limit Order or Stop Order. The Customer explicitly understands and accepts this potential variation in the execution price of Limit Orders and Stop Orders.

3.3 In cases a specific Crypto-Asset exchange through the Exchange Service is subject to a limit imposed by the Company (e.g., limits on the maximum or minimum value accepted for a Crypto-Asset), such limit shall be clearly communicated to the Customer through the Service before the confirmation of any Order. For clarity, Limit Orders and Stop Orders are always subject to the limits imposed by the Company at any given time, regardless of when the Limit Order or Stop Order is or was made.

3.4 The Customer's Order in the Exchange Service shall be considered final and irrevocable when the Customer confirms the Order in the Service. However, if the Customer makes a Limit Order or Stop Order, the Customer is able to decline the Limit Order or Stop Order until the set price for a Limit Order or Stop Order is reached in the Exchange Service.

3.5 The Customer may use the Exchange Service's Monthly Saving and/or Recurring Buy features by Instructing the Company in the Service to repeatedly exchange Fiat Funds for Crypto-Assets on a preset day of each month or some other frequency. The actions shall take place only if the Customer has sufficient Fiat Funds in the Customer's Fiat Account. The Customer may freely terminate the use of the Monthly Saving and/or Recurring Buy features by Instructing the Company in the Service.

4. Transfer Service

4.1 By making an Order to the Company in the Service, the Customer may use the Transfer Service to transfer Crypto-Assets from the Crypto-Asset Account to an External Wallet.

4.2 When using the Transfer Service, the Customer bears exclusive responsibility for all Instructions related to the transfer. This includes the accuracy and validity of the recipient address supplied. The Company is under no obligation to validate or confirm the correctness of the receival address or any other details provided by the Customer as part of the transfer Instructions. Consequently, the Company disclaims all liability for any issues, losses, or errors that arise as a direct result of the Instructions provided by the Customer. Customers are urged to double-check all transfer details prior to submission to ensure their correctness and prevent potential disputes.

4.3 Transfer Service is subject to compliance with the TFR and AML Act, and thus, the Customer understands and agrees that the Company may take any measures necessary to ensure compliance with TFR and AML Act. For clarity, said measures could include, e.g., requesting additional and required information from the Customer and sharing the required information with third parties in connection with the Customer's Order. Hence, the Customer acknowledges that there might be some delays when providing the Transfer Service and/or the Company might refuse to complete the Customer's Order. The Company has under its sole discretion right to refuse any Customer's Order to transfer Crypto-Assets. The Customer understands and accepts that the Company is not liable for any losses or delays that arise from the Company's actions and/or inactions in accordance with the TFR and/or AML Act.

4.4 The Company has provided a more detailed description on the modalities of the Transfer Service and the security systems used by the Company in Transfer Service electronically here: Transfer Service Notification (https://coinmotion.com/wp-content/uploads/2025/07/Coinmotion-Transfer-Service-Notification.pdf). For clarity, this description is an integral part of the Agreement.

C. PAYMENT SERVICES TERMS

1. Use of Fiat Account

1.1 The Fiat Account is personal and only the Customer shall have access to the Fiat Account.

1.2 The Customer can use the Fiat Account to make payments, receive payments and transfer Fiat Funds with the Payment Services provided by the Company.

1.3 The Customer can add Fiat Funds to the Fiat Account by a bank transfer, via another payment service provider's payment services and by using the payment instruments accepted by the Company from time to time. The Customer can receive transfers and payments in Fiat Funds to the Fiat Account within the limits of the Payment Service's features at any given time. The Fiat Account is primarily intended for buying Crypto-Assets in the Service, making payments in the Service and transferring Fiat Funds.

1.4 Only the Customer itself is allowed to make deposits to the Fiat Account using the payment instruments accepted by the Company. The Customer is not allowed to share the Customer's Fiat Account's deposit details to third parties. The Company has the sole right on its discretion to return to the payer Fiat Funds deposited to the Customer's Fiat Account in breach of this section and/or to sell Crypto-Assets that Customer has bought in the Service by such Fiat Funds. The Customer is solely liable for all direct and indirect damage and costs incurred to the Customer due to deposits made from accounts that are not Customer's own, i.e. damage due to the Company returning the Fiat Funds deposited to the Customer's Fiat Account from a third party's account.

1.5 The Customer may not use the Fiat Account for payments or transfers that exceed the Fiat Funds in the Fiat Account. The Company has the right to debit its fees relating to payments and transfers exceeding the Fiat Funds in the Fiat Account from the Customer.

1.6 If the Customer's breach of this Agreement is material, the Company has the right to block the Customer's use of the Fiat Account or terminate the Agreement immediately or restrict the use of the Payment Services.

1.7 The Customer agrees that the Customer shall not, without prior written consent from the Company, pledge, encumber, or otherwise use any Fiat Funds in the Fiat Account as collateral for any loan, debt, or other obligation incurred by the Customer or any third party.

2. Fiat Account Statement

2.1 The Company provides the Customer with information on the Fiat Account and Payment Transactions in the Service or otherwise in writing. The information of a Payment Transaction is available to the Customer free of charge and can be printed from the Service for at least 13 months from its execution date. If the information is sent in another way (e.g., by post), the Customer shall pay a charge to the Company as specified in the Service Price List.

3. Fiat Account Closure and Termination

3.1 If the Agreement between the Company and the Customer is terminated, the section 14 of Annex A applies.

4. Generally about Payment Transactions

4.1 The Customer's Order shall be deemed received and its execution shall begin when the Customer has provided sufficient information to execute the order and consent to the execution of the Payment Transaction. The Recipient's bank account number and / or Fiat Account identification information is used as the Recipient's identifying information.

4.2 The Fiat Funds will be debited from the Fiat Account immediately upon the commencement of the Order and transferred to the Recipient's Fiat Account or bank account within the time observed by the respective service provider's systems, unless the execution is prevented by a technical problem or another similar obstacle.

4.3 The Customer has no right to cancel their Order after the Company has received the Order.

4.4 The Customer is responsible for the accuracy of the information in the Order and for the necessary funds being available in the Fiat Account for the execution of the Order with service fees.

4.5 The Company has the right to charge the Customer for the transfer of payments in accordance with the Service Price List and to forward the information related to the Customer's Order to the Recipient.

5. Non-execution of an Order

5.1 The Company is not obliged to execute an Order or forward a payment or a part thereof if the Order does not contain the information necessary for its execution, the Fiat Account does not have sufficient funds, the Fiat Account is otherwise blocked or there is another justified reason, as reasonably determined by the Company, for not executing the Order, or if the Order cannot be executed because of applicable law.

5.2 If the non-execution of the Order is not obviously based on the context of the Payment Transaction, the Company will submit a notice of non-execution to the Service.

5.3 If a Payment Transaction has not been executed or has been executed incorrectly, the Company will, at the Customer's request, trace the Payment Transaction and notify the Customer of the results.

5.4 If the Payment Transaction has been executed incorrectly or has not been executed due to a reason attributable to the Customer, the Company has the right to charge a fee for the endeavors to recover the funds in accordance with the Service Price List.

6. Amendment Based on the Company's Own Error

6.1 The Company has the right to amend a typing error, erroneous invoice or another such technical error in the transmission of payments based on its own error, even if the payment has already been transmitted to the Recipient within a reasonable time after the error occurred. The Company will immediately notify the Customer of the error and its correction in the Service.

7. Payment Refund

7.1 The Company remits payments for which the Customer has given an order (Payment Transaction initiated by the Customer). As a result, the Customer is generally not entitled to a refund within the meaning of the Act on Payment Services of Finland (290/2010).

7.2 A refund must be requested in writing within eight (8) weeks of the debit date of the Payment Transaction. The Company will refund the full amount of the charge or notify the Customer of the refusal within 10 business days of the Customer's request for a refund to the Company.

7.3 The Company has the right to check the grounds for the refund provided by the Customer. The Company has the right to notify the Recipient of the refund.

8. Orders Requiring Currency Exchange

8.1 Payment Transactions made in a currency other than euros are exchanged for euros using the exchange rate applied by the related service provider used by the Company at any given time. The Company may charge a separate and additional fee, in accordance with the Service Price List, for the currency exchange.

8.2 Notwithstanding the currency exchange provisions in Section C 8.1 above, the Customer acknowledges that the currency exchange and display risks detailed in Section A 8.4 apply to all operations involving non-EUR currencies, including SEK deposits and withdrawals through the Service.

9. Liability for the Execution of the Order

9.1 The Company's liability for the Order ends when the information and funds concerning the Payment Transaction have been provided to the Recipient. The Company is responsible for any unauthorized, unexpected or incorrectly executed Payment Transaction in accordance with the Act on Payment Services of Finland (290/2010), and this Agreement. The Customer shall notify the Company of an unlawful, unexecuted or incorrectly executed Payment Transaction without undue delay after its discovery, but no later than within 13 months from the execution of the Payment Transaction.

9.2 The Customer is not entitled to receive compensation or a refund if the notification has not been made within the time limit described above, or if the payment has not been made or has been made incorrectly or unlawfully for a reason attributable to the Customer.

D. EXPANSION SERVICE TERMS

1. About the Expansion Service

1.1 The Customer of the Company may use the Company's Expansion Service ("hereinafter "**Expansion Service**") after concluding these Expansion Service Terms with the Company. For clarity, all the Expansion Services are regulated services under MiCA.

1.2 Once these Expansion Service Terms have been accepted by the Customer, these Expansion Service Terms shall become an integral part of the Agreement, and the Expansion Service shall become an integral part of the Service, as defined in the Terms of Service (https://coinmotion.com/terms-of-service/).

1.3 The Expansion Service is provided to the Customer by the Company by use of the Company's Outsourcing Partner services (hereinafter "**Outsourcing Partner Services**"). The Company has the sole discretion to decide which Outsourcing Partner to use and is not required to inform the Customer of any changes in Outsourcing Partner. Despite the use of the Outsourcing Partner Services, the contractual relationship in the Expansion Service shall always be formed between the Company and the Customer. Therefore, any questions, requests or complaints regarding the Expansion Service shall be made to the Company and in no case to the Outsourcing Partner.

1.4 For clarity, the Company utilizes the following Outsourcing Partner Services in connection to Expansion Service:

Outsourcing Partner name	Outsourcing Partner Services
Bitpanda GmbH	Custody and administration of Crypto-Assets to Company

1.5 Expansion Service includes the following services of the Company:

"**Expansion Exchange Service**" means the exchange of Crypto-Assets for Fiat Funds or Fiat Funds for Crypto-Assets. Expansion Exchange Service is provided by the Company to the Customer in relation to Crypto-Assets that Company custodies with the Outsourcing Partner (the "**Expansion Crypto-Assets**").

- "**Expansion Custody Service**" means the provision of custody and administration services by the Company to Customers in relation to Expansion Crypto-Assets. For such Expansion Crypto Assets, the Company provides the Customer with a separate account for the Expansion Crypto-Assets (the "**Expansion Service Account**"). The Company uses Outsourcing Partner's technical infrastructure to provide the Expansion Custody Services to the Customer. For clarity, this Expansion Service Account is separate from the Customer's Crypto Asset Account. Therefore, the Customer acknowledges that the Expansion Service does not include a service which would enable the transfer of Crypto-Assets outside the Service or to the Custody Service defined in the Terms of Service (https://coinmotion.com/terms-of-service/) Annex B.

1.6 All terms and definitions not defined in these Expansion Service Terms shall have the same meaning as in the Agreement. If a term or a definition would be defined both in these Expansion Service Terms and the Agreement, the meaning of these Expansion Service Terms shall prevail for the purposes of the Expansion Service.

2. Notification of the Risks in the Expansion Service

2.1 The Customer confirms and agrees that the Customer has already read and familiarized theirself with Company's risk notification visible in the Terms of Service (https://coinmotion.com/terms-of-service/).

2.2 In addition to the Crypto-related risks visible in the Terms of Service (https://coinmotion.com/terms-of-service/), the Expansion Service is also considered a high-risk service, which main risks contain:

2.2.1 ***counterparty/credit risks*** (e.g. if Outsourcing Partner or a counterparty of the Company or Outsourcing Partner's counterparty would default or faces other difficulties hindering its operations, there is a risk that the Customer's funds would be lost in whole or in part and/or there might be significant delays in providing the Expansion Service),

2.2.2 ***liquidity risks*** (e.g. the Crypto-Assets offered through Expansion Service might be less liquid than traditional Crypto-Assets, whereby there is a highlighted risk that Crypto-Assets may be difficult to trade),

2.2.3 ***market risks*** (e.g. changes in the market conditions could result in the decrease of value of the Crypto-Assets, and since the market operates 24 hours a day, seven (7) days a week, every day of the year, the market conditions can change any time), and

2.2.4 ***operational risks*** (e.g. blockchain technology and DeFi are intrinsically fraught with vulnerabilities. These vulnerabilities stem from aspects like consensus mechanisms, challenges with interoperability, and the open-source character of the platforms. Consequently, these vulnerabilities might lead to potential losses or delays for the Customer.).

1. The list of risks listed in section 2.2 is not exhaustive, and many additional risks not listed above and even unpredictable risks may be associated with both Crypto-Assets and the Expansion Service.

2.4 Due to the inherent risks associated with the Expansion Service and Crypto-Assets in general, using the Expansion Service carries a significant risk of capital loss, potentially up to the full amount invested.

2.5 By using the Expansion Service, the Customer acknowledges and accepts the risks pertaining to the Expansion Service and Crypto-Assets in general.

3. General Provision

3.1 The Customer can use the Expansion Service by making an Order to the Company in the Service. The Expansion Service is provided on an "*as is*" and "*as available*" basis. The Company does not guarantee that the Expansion Service is usable at any given time or that it would work flawlessly. The Company does not guarantee the uninterrupted and continuous operation of the Expansion Service or other equipment and/or systems used in the execution of the Expansion Service.

3.2 The Company is entitled to a fee for the provision of the Expansion Service in accordance with the Service Price List.

3.3 As the Expansion Service is provided by use of Outsourcing Partner Services, the Customer agrees and understands that, if a Outsourcing Partner does not deliver its Outsourcing Partner Service to the Company for reasons outside of the Company's control, the Company is forced to do one or more of the following: (i) suspend access to the Expansion Service or (ii) prevent the Customer from completing any actions via Expansion Service. The Company is not liable for losses in any form suffered by the Customer resulting from such actions or circumstances. Following such an event, the Customer agrees and understands that the fixed price for the proposed exchange may differ significantly from the prices prior to such event.

3.4 If a contractual relationship between the Company and an Outsourcing Partner would cease, the Customer acknowledges and agrees that the Company may not be able to provide the Expansion Service as it normally would since the Company might need to find a new Outsourcing Partner Service to keep providing the Expansion Service, or it might be compelled to stop offering the Expansion Service permanently. In such an event the Customer acknowledges and agrees that the fixed price for the proposed exchange may differ significantly from the prices prior to such event and/or the Company might be unable to complete the Order made by the Customer. The Company shall not be liable for losses in any form suffered by the Customer resulting from such actions or circumstances.

3.5 To be able to provide Expansion Service, the Company may be required to share information about the Customer with Outsourcing Partner (e.g. information about the Customer's Orders and Instructions related to the Expansion Service as well as KYC-information the Company has collected from the Customer). Therefore, by using the Expansion Service, the Customer acknowledges and agrees that the Company has the right to share such information about the Customer to the Outsourcing Partner.

4. Expansion Exchange Service

4.1 The Customer may use the Expansion Exchange Service with i) the Fiat Funds in the Customer's Account to exchange Fiat Funds for Crypto-Assets, or ii) the Crypto-Assets in the Expansion Custody Service to exchange Crypto-Assets for Fiat Funds.

4.2 The price of each Crypto-Asset is clearly and publicly displayed to the Customer before the confirmation of any Order. This includes providing a fixed price or a detailed description of the method used to determine the price of the Crypto-Assets proposed for exchange.

4.3 The Customer's Order in the Expansion Exchange Service shall be considered final and irrevocable when the Customer confirms the Order in the Service, and the Company confirms the Order as accepted. For clarity, the Company shall decline the Customer's confirmed Order only in exceptional circumstances (e.g. if the Outsourcing Partner or the Outsourcing Partner Services are facing unusual problems).

4.4 The Order shall always contain the Customer's Instructions to the Company as is required by the Company from time to time. The Customer is responsible for ensuring that there are relevant funds in the Customer's Account to cover all applicable fees, expenses, charges and other such obligations of the Company as is specified in these Expansion Service Terms.

4.5 If the Order is confirmed by the Customer, the Customer shall:

i. receive the exchanged Crypto-Assets into the Expansion Custody Service;

ii. receive the Fiat Funds from exchanged Crypto-Assets into the Fiat Account; and/or

iii. in exceptional situations, where the Company does not confirm the Order as accepted, the Customer shall not receive the Crypto-Assets or Fiat-Funds subject to the Order; instead the Customer's Fiat Funds or Crypto-Assets shall be returned.

5. Expansion Custody Service

5.1 Expansion Custody Service is only used to custody and administrate the Customer's Crypto-Assets acquired from the Expansion Exchange Service.

5.2 The Company provides Expansion Custody Service to the Customer by use of Outsourcing Partner Services. When providing the Expansion Custody Service, the Company will only use Outsourcing Partner authorized in accordance with applicable laws to provide custody and administration of crypto-assets on behalf of clients.

5.3 By using the Expansion Service, the Customer authorizes the Company to use the Outsourcing Partner Services in order to provide the service of the custody and administration of the Customer's Expansion Crypto-Assets acquired from the Expansion Exchange Service to the Customer.

5.4 The Company shall, in electronic form, at the request of the Customer, provide the Customer with a statement of position concerning the Customer's Crypto-Assets in the Expansion Custody Service. The statement of position shall contain the type and balance of Crypto-Assets, their value at the time of the statement, and any transfers of Crypto-Assets that occurred during the reporting period. Should the Customer request more than four (4) statements in a calendar year, the Customer may be subject to a separate fee for each additional statement requested beyond this limit as per the Service Price List.

5.5 The Customer agrees that the Customer shall not, without prior written consent from the Company, pledge, encumber, or otherwise use any Crypto-Assets in Expansion Service Account as collateral for any loan, debt, or other obligation incurred by the Customer or any third party.

5.6 The Company has provided more detailed information about the nature of Expansion Custody Service, description of Expansion Custody Service, the Customer’s authentication system and the description of security systems used in Custody Service in the summary of the Company's custody policy, which is available electronically here: Summary of the Custody Policy (https://coinmotion.com/wp-content/uploads/2025/11/B2-SUMMARY-OF-THE-CUSTODY-POLICY-.pdf). For clarity, the summary of the Company’s custody policy is an integral part of the Agreement.

6. Additional Limitation of Liability

6.1 Without prejudice to any limitations of the Company’s liability outlined to the Agreement, and to the greatest extent permissible under applicable law, the Company shall be only responsible for its own actions in accordance with the Expansion Service Terms, and not be responsible for the action and/or inactions of any Outsourcing Partner. For clarity, in such an event, the Customer shall file a complaint in accordance with the section 17 of the Terms of Service.

6.2 Without prejudice to any limitations of liability the Company’s total liability under or relating to the Agreement, regardless of the cause or form of action, and whether before or after its termination, shall not exceed total fees of the Expansion Service that Customer has paid to the Company within the 12 months immediately preceding the events giving rise to any claim, unless such amount is related to Company’s material breach of its obligations under this Agreement and is a result of the Company’s gross negligence or willful misconduct.

7. Term and Termination

7.1 These Expansion Service Terms are valid indefinitely and may be terminated in accordance with section 14 of Annex A. For clarity, section 14.5.2 of Annex A applies in situations where the Customer has Crypto-Assets remaining in the Expansion Service after the termination, not including its point (ii), as Expansion Service does not include a service which would enable the transfer of Crypto-Assets to an External Wallet.

7.2 For clarity, terminating Expansion Service Terms does not affect any other part of the Agreement. To further clarify, the Company’s right to make changes to the Agreement also applies to the Expansion Service, in accordance with section 15 of the Terms of Service.

1. The following sections shall remain in force even after the termination of these Expansion Service Terms: 1.2, 1.5, 2, 6, 7

E. EXPANSION STAKING TERMS

1 **About the Expansion Staking**

1.1 The Customer of the Company may use the Company's Expansion Staking service (hereinafter "**Expansion Staking**") after concluding these Expansion Staking Terms with the Company (hereinafter "**Expansion Staking Terms**"). The Expansion Staking is only available for the Customers using the Company's Expansion Service, and thus, to Customers which have accepted the Expansion Service Terms.

1.2 The Expansion Staking allows the Customer to Stake the Customer's own Crypto-Assets, which have been purchased through and are held within the Expansion Service, in order to potentially earn a Reward. When the Customer decides to Stake their Crypto-Assets, the Customer's Crypto-Assets will participate in transaction validation on the Proof-of-Stake Protocol, and all the potential Rewards are generated solely by this native staking.

1.3 Once these Expansion Staking Terms have been accepted by the Customer, these Expansion Staking Terms shall become an integral part of the Agreement, as it is defined in the Terms of Service (https://coinmotion.com/terms-of-service/). By using the Expansion Staking, the Customer warrants that they have familiarized themselves with the Expansion Staking Terms and accept them as legally binding.

1.4 The Company provides the Expansion Staking on an "as it is" basis and without any other warranties than what are explicitly specified in these Expansion Staking Terms. The Company disclaims all other warranties, express or implied, made to the Customer or any third party, including without limitation, any warranties regarding the quality, suitability, merchantability, or otherwise, of any service or any goods provided incidental to the Expansion Staking or service under these Expansion Staking Terms or the Agreement.

1.5 These Expansion Staking Terms use the following additional definitions:

- "**Delegated Staking Method**" means a method where a Stake is formed by delegating the Crypto-Assets to a third-party validator or node operator participating in a Proof-of-Stake Protocol, allowing the validator to perform transaction validation on behalf of the delegator, without transferring the Crypto-Assets.
- "**Proof-of-Stake Protocol**" means a blockchain protocol that employs the "Proof-of-Stake" consensus mechanism to validate transactions within the protocol. In the Expansion Staking, all supported Proof-of-Stake Protocols operate through the Delegated Staking Method.
- "**Reward**" means a potential compensation paid from a Stake in the Expansion Staking.
- "**Slashing Penalty**" means any penalty assessed by the Proof-of-Stake Protocol for unavailability or slow, incorrect or malicious performance, including losing of the Stake and/or a potential Reward in part or in whole. A Slashing Penalty may result from the actions of the Company, but may also occur independently of any fault of the Company, for example, due to errors or failures in the underlying Proof-of-Stake Protocol (see sections 2.4 and 11.2 below).

- “**Stake**” means the Customer’s Crypto-Assets in the Expansion Staking which the Customer has decided to lock into staking for the duration of a Staking Period to participate in transaction validation on the Proof-of-Stake Protocol through the Delegated Staking Method. Once the Crypto-Asset is locked in Stake, the Customer cannot sell it through the Expansion Exchange Service. For clarity, once the Staking Period is terminated, the Customer can sell the Crypto-Asset previously subject to the Stake through the Expansion Exchange Service.
- “**Staking Period**” means a period of time where the Customer’s Crypto-Assets are locked into Expansion Staking as Stake.

1.6 The Customer acknowledges that the Company uses services of a or multiple third parties in order to provide the Expansion Staking to the Customer, including the Outsourcing Partner in accordance with the Expansion Service Terms (hereinafter "**Subcontractor**" or “**Subcontractors**”).

1 All terms and definitions not defined in these Expansion Staking Terms shall have the same meaning as in the Agreement. If a term or a definition would be defined both in these Expansion Staking Terms and the Agreement, the meaning of these Expansion Staking Terms shall prevail for the purposes of the Expansion Staking.

2 **Notification of the Risks in the Expansion Staking**

2.1 The Customer confirms and agrees that the Customer has already read and familiarized theirself with Company’s risk notification visible in the Terms of Service (https://coinmotion.com/terms-of-service/).

2.2 In addition to the risks visible in the Terms of Service (https://coinmotion.com/terms-of-service/), the Expansion Staking is also considered a high-risk service, which main risks contain:

- ***blockchain risks*** (e.g. as blockchain technology relies on decentralized decision-making, the rules of the Crypto-Assets subject to Stake may change during the Staking Period, without any action or decision made by the Company. These changes may affect the value of such Crypto-Assets and/or lead to the immediate suspension or modification of Expansion Staking, even during the Staking Period),
- ***legal risks*** (e.g., the legal status of staking services is currently not fully established, and changes in legislation or new interpretative guidance issued by regulatory authorities may affect the Company’s or its Subcontractor’s ability to offer Expansion Staking),
- ***counterparty/credit risks*** (e.g. if a Subcontractor or a counterparty of the Company or Subcontractor’s counterparty would default or stop fulfilling its contractual and/or legal obligations, there is a risk that the Customer’s funds would be lost in whole or in part and/or there might be significant delays in providing the Expansion Staking),
- ***operational risks*** (e.g. staking services require typically more complex arrangements than traditional Crypto-Asset exchange services, whereby this could result in losses or delays for the Customer),

- ***slashing risks*** (e.g. using of proof-of-stake Crypto-Assets for Stake involves depositing or assigning these assets either directly within the blockchain or to third-party companies, whereafter these assets are used to validate transactions on the network, earning rewards in the process, and hence, there is a risk involved: if there is a failure or malicious action in the validation process, a Slashing Penalty might reduce the Stake and/or the Stake may be lost even entirely), and
- ***smart contract risks*** (e.g. Proof-of-Stake Protocols rely on smart contracts and thus vulnerabilities or bugs in the smart contract code(s) can be exploited, leading to loss of funds, unintended actions, or system malfunctions, and since smart contracts are immutable, such issues cannot be easily rectified, if at all, once they occur).

    1. The list of risks listed in section 2.2 is not exhaustive, and many additional risks not listed above and even unpredictable risks may be associated with both Crypto-Assets and the Expansion Staking.

2.4 Due to the inherent risks associated with Expansion Staking and Crypto-Assets in general, using the Expansion Staking carries a significant risk of capital loss, potentially up to the full amount of the Crypto-Assets subject to Stake and the estimated potential Reward. For clarity, if the Stake or Reward is subject to a Slashing Penalty, the Company may not be liable to compensate the resulting loss to the Customer (see section 11.2).

2.5 The Customer explicitly understands and accepts that the Company may need to halt, end or modify the Expansion Staking without advance warning if, at the sole discretion of the Company, it is necessary due to legal or regulatory demands or actions taken by the Subcontractor(s) or for another justified (e.g. business) reason, as solely determined by the Company. If this happens, the Crypto-Assets and/or Stake and/or Reward belonging to the Customer may be locked and inaccessible until the situation is sorted out.

2.6 By using the Expansion Staking, the Customer acknowledges and accepts the risks pertaining to the Expansion Staking and Crypto-Assets in general.

3 **Crypto-Assets available on Expansion Staking**

3.1 The Company has the sole discretion to decide what possible Crypto-Assets are offered in the Expansion Staking from time to time and are disclosed in the Service. All the Crypto-Assets available for Stake shall be Crypto-Assets utilizing Proof-of-Stake Protocol.

3.2 The Company may decide, or be required due to reasons outside of its control, such as changes in the blockchain protocol of a Crypto-Asset, to stop offering Expansion Staking for certain Crypto-Assets. In such an event, the Staking Period shall be terminated in accordance with Section 12 of these Expansion Staking Terms.

3.3 Because of the utilization of Subcontractors, Expansion Staking is only available for the Crypto-Assets bought through Expansion Exchange Service and held in the Expansion Custody Service.

4 **Use of Subcontractors in the Expansion Staking**

4.1 The Company will use independent Subcontractors to provide Expansion Staking (e.g. for management of staking operations). Because Subcontractors operate independently, the Company does not have direct control over how they operate. Subcontractors may also engage their own subcontractors or outsourcing partners. Any reference to Subcontractors in these Expansion Staking Service Terms shall be deemed to include such subcontractors' own subcontractors and outsourcing partners.

4.2 For the avoidance of doubt, regardless of whether the Company uses a third party to provide the Expansion Staking Service (e.g. Subcontractors), the contractual relationship for Expansion Staking is exclusively formed between the Company and the Customer, and the Customer shall remain the sole owner of the staked Crypto-Assets. Therefore, any questions, requests or complaints regarding the Expansion Staking shall be made to the Company and in no case to the Subcontractor.

4.3 For the Expansion Staking to function properly, some of the Customer's data must be shared or transmitted. Customer hereby authorizes the Company and any of its Subcontractor(s) to share data needed for the operation of the Expansion Staking.

4.4 If a contractual relationship between the Company and Subcontractor(s) would cease, the Customer acknowledges and agrees that the Company may not be able to provide the Expansion Staking and/or the Order as it normally would since the Company might need to find a new Subcontractor or Subcontractors to be able to fulfill the Order. If the Company is able to fulfill an Order after such an event, the Customer acknowledges and agrees that the prevailing market prices, Rewards, and/or fees may differ significantly from the prices prior to such event and/or the Order might not be fulfilled.

4.5 If the Customer loses access to their Account (e.g., by forgetting their password), they must re-authenticate to the Service using the strong authentication methods currently offered by the Company (e.g., online banking credentials or mobile certificate).

5 **Making Orders in the Expansion Staking**

5.1 The Customer can use the Expansion Staking by placing an Order via the Service. The Order shall always contain the Customer’s Instructions as is required by the Company from time to time.

5.2 If the Instructions lack the necessary information required by the Company or are not received by the Company for any reason, they will be considered invalid and will not lead to an Order.

5.3 Once a valid Order is made by the Customer, the Company shall confirm the Order to the Customer in writing via the Service and the Company may commence the fulfillment of the Order in accordance with the Instructions and these Expansion Staking Terms.

5.4 As the Expansion Staking is only available in the Service, the Order can be only fulfilled in connection to the Customer’s Account.

6 **Fulfillment of Orders**

6.1 If the Company accepts the Order, the Customer explicitly understands and accepts that the Company, or the Subcontractor(s), delegates Customer's Crypto-Asset(s) on behalf of the Customer to Proof-of-Stake Protocol, using Delegated Staking Method. Thus, when the Customer places an Order on Expansion Staking, the Customer automatically grants the Company permission to act on their behalf to form the Stake. This is to ensure the successful completion of the Order. Specifically, the Company is authorized by the Customer to:

- delegate and lock the Customer's Crypto-Assets on the Expansion Service Account ,
- pool the Customer's Crypto-Assets with other Crypto-Assets if it is needed in the Expansion Staking and
- take up any other similar action necessary for the provision of Expansion Staking, as decided by the sole discretion of the Company.

6.2 The Company may in its sole discretion accept or reject any Order and any such acceptance or rejection shall be effective upon determination by the Company. Please note that an accepted Order by the Company does not obligate the Company to fulfill the Order, whereby the Company may unilaterally decide to return the accepted Order to the Customer and not execute the Order.

6.3 The Company shall use its best endeavors to fulfill accepted Orders. However, the Company does not guarantee that an Order can be fulfilled in its entirety since the fulfillment of the Order is contingent upon factors outside the Company's reach (e.g. Subcontractors).

6.4 While considering the provisions in these Expansion Staking Terms, the Customer understands and agrees that there are situations where the Company might be unable to offer Expansion Staking. This can happen even if an Order has already been accepted. Examples of such situations include, but are not limited to:

- the price of the Crypto-Asset in an Order is subject to an exceptional price movement and high volatility over a short period of time,
- the Crypto-Asset in the Order is not available for Expansion Staking, for any reason whatsoever,
- the Expansion Staking is unavailable due to a planned or unplanned system disruption,
- operational or technical issues that hinder the Company's and/or Subcontractor's ability to provide the Expansion Staking in accordance with the Agreement, and
- default of the Company, Subcontractors or a third party that has material effects on the functions of the Company or a Subcontractor or to the functioning of the Expansion Staking.

6.5 The Customer agrees and understands that in the event of a market disruption of any kind (e.g. high price volatility, halts in trading, liquidity shortages and regulatory actions), the Company may, in its sole discretion, do one or more of the following: (i) suspend access to the Expansion Staking, or (ii) prevent the Customer from completing any actions via the Expansion Staking. The Company is not liable for losses in any form suffered by the Customer resulting from such actions or circumstances. Following such an event, the Customer agrees and understands that the prevailing market prices may differ significantly from the prices prior to such event and/or the Order might not be fulfilled.

6.6 The Customer agrees and understands that due to the inherent processes of the Expansion Staking, Order fulfillment may entail a certain time delay on the part of the Company.

7 **Reward and Reporting**

7.1 After the Stake is formed, the Customer may receive a Reward based on their Stake. This Reward will be in the same Crypto-Asset that the Customer staked. After the Stake has been terminated by the Customer or the Company, the Company will transfer the potential Reward(s) to the Customer’s Expansion Service Account. For clarity, following the termination of the Stake, the Customer may also again sell the previously staked Crypto-Assets through the Expansion Service.

7.2 Reward is calculated as a percentage of the Stake (minus the Company’s fees and Subcontractor(s) fees as per section 8), **but this percentage varies based on market conditions during the Staking Period and/or rules of Proof-of-Stake Protocol. Thus, the Company cannot assure a fixed reward percentage, or the Staking Period might not produce any Reward at all, and the rate shown to the Customer when placing the Order might not be the final Reward received.**

7.3 The Company will provide information in the Expansion Staking about the Stake and the amount of Reward in the Service. **For avoidance of doubt, since the Company cannot assure a fixed reward percentage, or the Staking Period might not produce any Reward at all, information provided during Staking Period might not be the final Reward received**.

7.4 The Company reserves the right to unstake the Customer's Stake during the Staking Period for reasons such as Subcontractor actions, regulatory demands, legal obligations or other similar reasons, solely determined by the Company. The Company aims to provide the Customer with a written notice at least 20 days before the unstaking.

8 **Fees**

8.1 The Company shall charge the Customer a fee for using the Expansion Staking from the start of the Staking Period and until the Customer (or the Company) terminates the Staking Period. In connection with the provision of the Expansion Staking, the Company is required to pay fees to the Subcontractor(s). Such fees are to be paid exclusively by the Company and are deducted before the Company’s fee is charged from the Customer and the final rewards are paid to the Customer. The Customer shall only be informed of the total fee they pay directly to the Company for the use of the Expansion Staking Service.

8.2 The Customer shall pay a fee to the Company in accordance with the Service Price List.

9 Rights and Obligations of the Customer

9.1 Given the personal nature of the Expansion Staking, solely the Customer shall have the right to use the Expansion Staking, whereby when using the Expansion Staking, the Customer shall always be the principal, and not an agent acting on behalf of a third party, in the Expansion Staking, unless otherwise is expressly agreed in writing between the Company and the Customer.

9.2 The Customer warrants that the Customer is capable of assessing the risks involved in the Expansion Staking and that the Customer understands and accepts that every action the Customer makes in the Expansion Staking, including the action to use the Expansion Staking, shall be based solely on the Customer's own discretion and decisions.

9.3 The Customer warrants that all the Crypto-Assets locked in the Stake for the purpose of using the Expansion Staking are owned by the Customer. The Customer further represents and warrants that the Customer shall not, without prior written consent from the Company, pledge, encumber, or otherwise use any Crypto-Assets in the Expansion Staking as collateral for any loan, debt, or other obligation incurred by the Customer or any third party.

9.4 The Customer shall be solely responsible for its decisions, including the decision to make an Order, in the Expansion Staking and ensuring that its use of the Expansion Staking is in compliance with the applicable laws.

9.5 The Customer shall be solely responsible for its own reporting obligations in connection to the Expansion Staking (e.g. tax reporting). Moreover, the Company does not give any advice relating to the taxation of Crypto-Assets and none of the Company's communications should be understood as such. The Customer is always responsible for determining what taxes the Customer might be liable to, and how they apply, when using the Service and it is the responsibility of the Customer to report and pay any taxes that may arise from using the Service.

9.6 The Customer is solely responsible for paying any taxes arising from their earnings or use of the Expansion Staking and the Service.

9.7 The Customer may not use the Expansion Staking for market manipulation of any kind or improper and/or malicious intent.

9.8 The Customer has the right to request the Company to electronically provide a report concerning the Customer's Crypto-Assets subject to Stake. The report shall include the type and balance of the Crypto-Assets, their market value at the time of reporting, and any transfers of the Crypto-Assets that occurred during the reporting period.

10 Rights and Obligations of the Company

10.1 The Company is obligated to: i) segregate the Customer's Crypto-Assets from those of other customers; and ii) segregate the Customer's Crypto-Assets from the Company's own Crypto-Assets, as required under the MiCA.

10.2 The Company is obligated to maintain appropriate records of the Expansion Staking operations, including all Orders and Rewards.

10.3 The Company is obligated to ensure that Crypto-Assets subject to Stake are held in custody and administered as described in Section 5 of the Expansion Service Terms.

10.4 In the event of a slashing risk materializing, including the materializing of Slashing Penalty, the Company is obligated to provide the Customer with a transparent explanation of the cause, to the extent permitted by applicable contracts and legislation binding the Company.

10.5 The Company shall not provide the Customer with any advice relating to Expansion Staking and nothing in the Company's communication with the Customer shall be interpreted as advice related to Expansion Staking or Crypto-Assets in general.

10.6 The Company shall not be obliged to provide the Customer with assistance in ensuring the Customer's compliance with applicable laws (e.g. tax reporting).

10.7 The Company does not guarantee the market value of the Stake nor does the Company have the ability to control the market value of the Customer's Crypto-Assets after the Staking Period. The Company does not guarantee that the Customer is able to receive and/or gain any Reward from Expansion Staking.

10.8 The Company shall have a right, at the sole discretion of the Company, to cancel any Order if it detects or suspects that the Customer uses or may use the Expansion Staking for illegal activities, with improper and/or malicious intent or for market manipulation of any kind. Where the Company cancels an Order, the Company shall not be obliged to provide an explanation to the Customer why the Order was cancelled.

10.9 Please note that the Company has the right to unilaterally establish prerequisites for the use of the Expansion Staking (e.g. minimum or certain amount of the Stake). For clarity, additional prerequisites, independent of the Company, may also arise from the technology and/or other rules regarding the Crypto-Asset subject to the Stake.

11 **Limitation of Liability**

<u>General limitation of liability</u>

11.1 The Company shall not be liable for any loss, damage, claim or other similar matter arising directly or indirectly of (a) rejection or non-execution of any Instruction or Order, (b) delay in the execution of an Order, (c) the Customer's compliance or non-compliance with legislation and/or these Expansion Staking Terms, (d) the Customer's capability or lack thereof to assess risks involved in the Expansion Staking, (e) actions or inactions of a Subcontractor or a third party (e.g. custody solution providers, banks, brokers, telecommunications infrastructure or exchanges), (f) any Subcontractor or a third party becoming insolvent (e.g. If a custody service provider were to act as a Subcontractor for the Company and it were to become insolvent, it might not be able to fulfill its financial obligations to the Company and/or the Customer; this refers primarily to the safeguarding and return of the Customer's Crypto-Assets, and failure to meet these obligations could result in financial losses for the Customer), (g) losses directly due to the Customer's actions, (h) failure in the Crypto-Asset's or other smart contract (e.g. hack or exploit), (i) critical delay in the Crypto-Asset's protocol (e.g. halt or leak), (j) loss of the Stake or Reward from events beyond the Company's reasonable control (*force majeure*, such events might include but are not limited to any acts of a common enemy, the elements, earthquakes, floods, fires, epidemics, and the inability to secure products or services from other persons or entities), (k), any impact arising from changes in laws, regulations, or regulatory policies that affect the Company's ability to provide services or the Customer's ability to engage in the Expansion Staking, and (l) any matters for which the Customer is responsible.

Slashing Penalty

11.2 Without limiting the provisions of Section 11.1 in any way and with specific reference to Sections 2.2 and 6.1, the Company emphasizes that the formation of a Stake requires the use of Delegated Staking Method. Because of the use of Delegated Staking Method, Expansion Staking does not provide the same functionality as the Custody Service or Expansion Custody Service offered by the Company, as the Crypto-Assets subject to Stake are no longer fully under the control of the Company nor its Subcontractor(s). During the Staking period, the Stake may be subject to losses due to the realization of the Slashing Penalty. The formation of a Stake via Delegated Staking Method is a prerequisite for the Customer to earn Rewards, which cannot be obtained without exposure to potential Slashing Penalty.

With respect to the Slashing Penalty, the Company:

11.2.1 **shall not be liable in any way for the partial or total loss of the Crypto-Assets subject to Stake, for any resulting damages or losses, or for any other consequences suffered by the Customer, if the realization of the Slashing Penalty arises from reasons not caused by the actions of the Company**. Such situations may include, but are not limited to, the following events that could trigger the Slashing Penalty:

- Correlated slashing, where multiple validators are penalized simultaneously due to, for example, a software bug, a widespread disruption in cloud services, or other large-scale technical or systemic issues;

- Protocol-defined conditions, such as exit queues before funds are released, forced removals from the validator system, or automatic reward reductions executed under the rules of the blockchain network without the Company’s influence;
- Network-level or external disruptions, such as a 51% attack, a critical software error, or a blockchain fork, which may result in the imposition of Slashing penalties by the network.

11.2.2 shall be liable, up to the amount specified in Section 11.5, for the partial or total loss of Crypto-Assets subject to Stake if the realization of the Slashing Penalty is caused by the Company's gross negligence or wilful misconduct.

<u>General limitations</u>

11.3 The Company shall not be responsible for and shall not pay any amount of incidental damages, regardless of whether the Company was advised of the risk of such damage in advance.

11.4 All claims relating to the Expansion Staking shall be made within two (2) months from the date of the event giving rise to the claim; otherwise, the claim shall be considered waived and the Company shall have no further liability.

11.5 The Company’s total liability under or relating to this Agreement, regardless of the cause or form of action, and whether before or after its termination, shall not exceed total fees of the Expansion Staking that Customer has paid to the Company within the 12 months immediately preceding the events giving rise to any claim, unless such amount is related to Company’s material breach of its obligations under this Agreement and is a result of the Company’s gross negligence or willful misconduct. This provision does not apply in the situation described in Section 11.2.2, in which case the Company’s liability is limited to the market value of the lost Crypto-Asset, either partially or in full, at the time of the loss.

12 **Term and Termination**

12.1 The Customer may use the Expansion Staking while these Expansion Staking Terms are valid, and these Expansion Staking Terms shall remain valid indefinitely. The Staking Period lasts until terminated by the Customer or Company.

12.2 The Customer may at any time terminate an on-going Staking Period via the Service. Once the Staking Period is terminated, the Company shall pay the Customer the Reward that has accrued up until the termination date of the Staking Period in accordance with these Expansion Staking Terms and, without undue delay, unlock the Customer’s staked Crypto-Assets on the Expansion Service Account. The Customer is free to use the Expansion Staking any time after the termination of the on-going Staking Period, provided that the Customer has valid Expansion Staking Terms with the Company. The Company may require the Customer to accept the Expansion Staking Terms before the Customer is able to give a new Order to the Company.

12.3 If the Customer terminates the Agreement, these Expansion Staking Terms are terminated immediately and in accordance with Section 12.2 above. After the termination of these Expansion Staking Terms, the Customer may not use the Expansion Staking without concluding the Agreement and these Expansion Staking Terms again with the Company.

12.4 The Company may immediately terminate these Expansion Staking Terms and any on-going Staking Period, if it is necessary due to legal or regulatory demands or actions taken by the Subcontractor(s) and/or relevant authorities or if there is a another justified (e.g. business) reason solely determined by the Company. Additionally, the Company can immediately terminate these Expansion Staking Terms and any on-going Staking Period if the Customer breaches these Expansion Staking Terms. These kinds of breaches may be, for example:

- the Customer uses the Expansion Staking in any manner that violates applicable law,
- the Customer's use of the Expansion Staking infringes the intellectual property or privacy rights of a third party, or
- the Customer transmits or attempts to transmit any harmful code to a staking node.

    1. The following sections shall remain in force even after the termination of these Expansion Staking Terms 1, 2, 9, 10.5, 10.6, 10.7, 10.8, 11 and 12.4.