

## Information and Conditions

### Related to the Transfer Services for Crypto-Assets other than EMTs

#### 1. Introduction

- 1.1. The prime goal of this document is to properly disclose information on provision of transfer services for crypto-assets to our customers', hence this disclosure aims to ensure that customers are informed and protected while engaging in crypto-asset transfer services.
- 1.2. The transfer service of crypto-assets is provided by Terorxx Digital Asset Ltd, company code HE 471601, registered at Nicolaides Sea View City, Kalograion 4, 4th Floor, Office D1, 6016 Larnaca, Cyprus, e-mail info@terorxx.com (hereinafter – the Company).
- 1.3. The Cyprus Securities and Exchange Commission (CySEC) (address 19 Diagorou Str., 1097 Nicosia, Cyprus, +357 22506600, info@cysec.gov.cy) is in charge of supervising the Company.
- 1.4. The Company is providing the following services to its customers:
  - Custody and administration of crypto-assets on behalf of customers
  - Exchange of crypto-assets for funds
  - Exchange of crypto-assets for other crypto-assets
  - Execution of orders on behalf of clients
  - Placing of crypto-assets
  - Providing advice on crypto-assets
  - Providing portfolio management on crypto-assets
  - Providing transfer services for crypto-assets, *excluding e-money tokens such as EURC, USDC or any other stablecoins.*
- 1.5. Performance of these services requires usage of different blockchain addresses to custody customers' and the Company's own crypto-assets in distinct wallets and customers' omnibus accounts, and executing exchange and transfer transactions between these wallets and(or) with external crypto wallets. In other words, it requires transfer of crypto-assets from one distributed ledger address or account to another. Therefore, in order to facilitate these services, the Company is providing transfer services for crypto-assets on behalf of customers. This means that the Company is facilitating transfer transaction confirmation in a block on relevant crypto-asset.

#### 2. Initiation of Transfer Order or Transaction

- 2.1. Customers may, at any time, initiate transfer transactions, including withdrawals of crypto-assets other than EMTs from the Company's internal wallet address to an external wallet address, or deposits of crypto-assets other than EMTs from an external wallet address to the Company's custody. Customers may provide such instructions for transfer transactions to the Company by logging through the authentication process with their credentials into their account through the Company's web or mobile application.

- 2.2. Such an order, depending on the transfer type, should contain at least the following information: customer's distributed ledger address or crypto-asset account number, the name of the beneficiary, beneficiary's distributed ledger address or crypto-asset account number, purpose of the transfer transaction, desired crypto amount. In addition, the Company may request additional information, data or supporting documents to be provided by the customer in order to comply with 'Travel Rule' under the Directive (EU) 2015/849. If sufficient crypto-assets are available, the App interface displays a transaction summary including recipient address (with destination tag for XRP), send amount, transaction fee, total amount, and any user-provided note.
- 2.3. After the Customer enters their PIN and taps "Confirm," the transaction details and PIN are transmitted to the backend system. The system verifies the PIN, balance, fees, and transaction limits, and checks the entered amount against the Company's hot wallet balance. Upon successful transaction, the system updates the Customer's balance and notifies the client with a success message. The completed transaction initially displayed as "Pending" is now added to the Customer's transaction list and updated to "Completed" (upon reaching the required number of blockchain confirmations).
- 2.4. The Company considers transfer transactions complete and final once they have been confirmed in a block to a given crypto-asset network and therefore the Company is not liable to customer for any delays, failures to process or failures to receive crypto-asset associated with a transfer transaction after it has been successfully submitted to the relevant crypto-asset network.
- 2.5. After executing an individual transfer of crypto-assets, the Company shall provide the customer with detailed information, including the names of the originator and beneficiary, their respective distributed ledger addresses or crypto-asset account numbers, a reference for identifying the transfer, the amount and type of crypto-assets transferred or received, the debit or credit value date, and any associated charges, fees, or commissions, along with a breakdown of these amounts where applicable.

### **3. Rejection of Transfer Order or Transaction**

- 3.1. The Company may refuse to process or may cancel pending transfer transactions in its sole discretion as required by law, regulation, courts or any other regulatory authority to which the Company is subject.
- 3.2. When a crypto-asset transfer initiated by a customer is rejected, suspended, or returned, the Company will promptly inform the customer of the specific reasons behind the action.
- 3.3. This explanation will include clear and detailed information about the circumstances that led to the decision, such as issues with compliance, incomplete or incorrect information provided by the customer, network errors, or regulatory concerns.
- 3.4. The customer will be provided with at least the following information: the reason for the rejection, return or suspension; if applicable, how to remedy the rejection, return or suspension; the amount of any charges or fees incurred by the client and whether reimbursement is possible.

#### **4. Procedure on Transfer Service of Crypto-Assets**

- 4.1. In order to comply with the applicable regulations on transfer service of crypto-assets the Company has established a Procedure on Provision of Transfer Services, which determines the time of receipt of an instruction or consent to a transfer of crypto-assets other than EMTs, and any cut-off time established by the Company.

#### **5. Distributed Ledger Technology (DLT)**

- 5.1. The Company is providing transfer services of crypto assets on following list of distributed ledger technology (DLT) networks:
- BTC: Bitcoin blockchain network.
  - ETH/ERC20: Ethereum blockchain network.
  - XRP: XRP blockchain network.
  - CARDANO: Cardano blockchain network.
  - BSC: Binance blockchain network.
- 5.2. Normally we arrange the execution of a transfer service of crypto-assets other than EMTs as soon as possible, but the maximum execution time may be up to 24 hours.
- 5.3. The number of block confirmations required for a transfer to be considered irreversible depends on the distributed ledger network and its technical specifications. The Company's policy is as follows:
- BTC: 1 block
  - ETH/ERC20: 50 blocks
  - XRP: 1 block
  - CARDANO: 3 blocks
  - BSC: 50 blocks
- 5.4. We continuously assess the number of block confirmations required for a transfer to be considered irreversible. This evaluation is based on the stability, security, and overall performance of the underlying distributed ledger technology. Accordingly, we may adjust these confirmation thresholds as needed to ensure the highest level of reliability and security for transactions.

#### **6. Charges and Fees**

- 6.1. Company will provide a detailed breakdown of the associated costs, such as gas fees required for processing the transaction on the relevant blockchain network, as well as any additional charges or service fees imposed by the Company prior to execution of transfer service of crypto assets.

#### **7. Communication**

- 7.1. The agreement for transfer service of crypto-assets will be concluded with you either in English, German or Greek language.

- 7.2. All communication with customers throughout the contractual relationship, including any notification of the client by the Company in the event of suspected or actual fraud or security threats, will be conducted in English, Greek, or German, using one of the following methods: email sent to the address provided by the customer, SMS messages, telephone calls, notifications posted on the Company's website, or through the mobile application.

## **8. Liability**

- 8.1. The customer is solely responsible for confirming the accuracy of the information required to initiate transfer transactions, including ensuring that the external wallet address is correct and that the external wallet address supports the crypto-asset customer is sending to it.
- 8.2. In case of any unauthorised or incorrectly initiated or executed transfers of crypto-assets, the customer should inform the Company as soon as possible by one of the means provided above. The company is not responsible for any unauthorised or incorrectly initiated transfers, provided that it is not a direct liability of the Company (such as incorrectly executed transfer).

## **9. Technical Requirements**

- 9.1. To ensure the secure and reliable transmission of information and notifications related to the crypto-asset transfer service, the Company has established the following minimum technical requirements for its customers equipment and software:
- Internet Connection - a stable and reliable internet connection with sufficient bandwidth to support the transfer of data related to crypto-asset transactions.
  - Supported Operating Systems:
    - Desktop/Laptop: Windows 10 or later / macOS 10.15 or later
    - Mobile Devices: OS 14 or later / Android 10 or later
  - Supported Browsers:
    - Desktop/Laptop: Google Chrome (latest version) / Mozilla Firefox (latest version) /Microsoft Edge (latest version) / Safari (latest version)
    - Mobile Devices: Default browser provided by the operating system

## **10. Agreement Termination**

- 10.1. If the customer wants to terminate the agreement with the Company or close his account, the customer shall send a request to the Company with any information the Company may need to request and effect such termination.
- 10.2. Such a request must be submitted at least 30 calendar days prior to termination.