
Teroxx Digital Asset Ltd.

TERMS OF USE

1.INTRODUCTION

1.1. These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (referred to as “you”, “user” or “customer”) and Teroxx Digital Asset Ltd., incorporated in Republic of Cyprus with registered number HE471601, having its registered office at Kalograion, 4 Nicolaides Sea View City, 4th floor, Office D1, 6016, Larnaca, Cyprus (hereinafter referred to as “we”, “us” or “the Company”). The Terms govern your use of the Company services made available to you on or through its website <https://www.teroxx.com> (“Website”), or mobile application Teroxx (“App”), or otherwise.

1.2. These Terms, along with the privacy notice and any attached annexes or product plans (collectively “Appendix”), apply to your use of our services. Please take the time to read and understand these Terms carefully before using these services and/or products so that you are aware of your legal rights and obligations regarding the registration, access and enrolment of the App and Website, the payment transactions entered into and executed via the App and Website, and the use and operation of the services. In the event of a conflict between these conditions and any Annex, the relevant Annex shall prevail.

1.3. By using the App or Website and/or completing the registration process, you enter into a binding contract with us and you are deemed to have expressly read, understood and bound by these Terms.

1.4. These Terms contain the provisions of the following conditions and policies as if they had been fully adapted here: (i) our Privacy Policy and (ii) our Cookie Policy, which you can access through the cookie consent banner on our Website.

1.5. The Terms will show the most recent revision date. Any revision on these Terms will not affect any Transaction that is outstanding as from the date of such review. By using the App and Website services we will be deemed that you have agreed to these Terms.

1.6. Definitions in these terms:

“App” means mobile application Teroxx, i.e. software developed, released and available for download by the Company for Android or Apple iOS, including all updates, upgrades, additions, releases and versions thereof;

“Applicable law” means any Cyprus law, regulation, law, subordinate legislation, protocol, code, contract, policy, communication, instruction or judicial, arbitration or administrative decision, award, decree, directive or other requirement or directive, published or in force at any time and applicable to any person (including all parties to these Terms), asset, transaction, activity, event or other provision or otherwise intended, including regulations, orders, judgments, guidelines or other requirements or guidelines issued by any governmental or regulatory authority that is binding upon or applicable to such Person;

“Business Day(s)” means any day other than Saturdays, Sundays or statutory holidays on which banking institutions are open for normal business activities in Cyprus.

“Credit Institution” means any credit institution which is established in a Member State and holds authorization in accordance with Directive 2013/36/EU, “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, and that does not fall within the classification of a financial instrument under the applicable laws and regulations.

“Activated Device” means the mobile or other device successfully registered by you for use in connection with App, Website and its services.

“Distributed Ledger Technology” or “DLT” means a technology that enables the operation and use of distributed ledgers. Distributed ledger is an information repository that keeps records of transactions and that is shared across, and synchronised between, a set of DLT network nodes using a consensus mechanism.

“Fees” are all fees charged by us for the use of our services.

“Force Majeure Event” means any event or failure over which we have no control, including (i) Force Majeure, Nature, Court or Government; (ii) failure or interruption in public or private telecommunications networks, communication channels or information systems; (iii) acts or omissions of any party for which we are not responsible; (iv) delay, failure or interruption or unavailability of third party services and websites; (v) strikes, lockouts, industrial disputes, wars, acts of terrorism and civil commotion; (vi) viruses, malware, other malicious computer codes or hacking of any portion of the Services;

“Instructions” means any information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) that apply to you.

“MiCA (Markets in Crypto-Assets Regulation)” means Markets in Crypto-assets regulation (EU) 2023/1114, as

may be amended from time to time.

“Omnibus wallet” means a digital wallet structure in which the crypto assets of multiple customers are held collectively by the Company in a single wallet account. Notwithstanding the aggregation of assets, each customer’s individual ownership rights and corresponding balances are separately recorded and maintained through internal record-keeping systems. Company is responsible for ensuring that the aggregation of assets does not compromise the security, transparency, or individual rights of each customer, in accordance with applicable regulatory requirements

“Personal data” has the meaning given to it in article 4(1) of the General Data Protection Regulation 2016/679, as may be amended;

“Services” refer to the Website, the App, and any related functions, content and applications that the Company may provide in relation to your Crypto-assets and funds;

“Service Content” means data, information, materials, advertising, text, audio, video, graphics, software and other content on the Website and the App.

“Taxes” means any taxes, duties or charges that must be levied, paid or withheld in connection with your use of services in accordance with applicable law.

“Terms” means these conditions including all annexes;

“We, Us, Ours or the Company” means Teroxx Digital Asset Ltd.;

“Website” means <https://web-app.teroxx.com/>

“You, “user” or “customer”” jointly and severally means the person(s)/legal entity who/which is/are the user(s) of the Company’s Services.

“Relevant Communication(s)” means all telephone conversations (calls), video conferences, chat sessions (e.g., live chat, instant messaging), emails, and other electronic communications (including those via the App or Website) which relate to, or are intended to result in, the conclusion of a Relevant Crypto-Asset Transaction, the reception, transmission, or execution of an instruction, or the provision of Investment Advice on Crypto-Assets or Portfolio Management of Crypto-Assets.

2. THE SERVICES

2.1. The Company's Services through its Website and App comprise the following Services. These services may not all be offered from time to time by the Company, but the Company may, at its absolute discretion, offer only some of the services to its clients:

Advice on crypto-assets – Providing personalized investment recommendations related to crypto-assets, tailored to customers' financial objectives and risk profiles.

Portfolio Management – Managing individual and institutional portfolios of crypto-assets on a discretionary or advisory basis, in accordance with pre-defined investment strategies.

Execution of Orders – Executing orders on behalf of customers concerning crypto-assets, ensuring best execution practices in line with regulatory requirements.

Placing of Crypto-Assets – The marketing and sale of newly issued crypto-assets, ensuring compliance with MiCA regulations and investor protection standards.

Custody and Administration – means the safekeeping or controlling, on behalf of clients, of crypto-assets or of the means of access to such crypto-assets

Exchange of crypto-assets for funds or crypto-assets – means the conclusion of purchase or sale contracts concerning crypto-assets with clients for funds or for other crypto-assets by using proprietary capital

Transfer services of crypto-assets – means providing services of transfer, on behalf of a natural or legal person, of crypto-assets from one distributed ledger address or account to another other products or services listed in the Annexes, if any.

2.2. We reserve the right to and without liability towards you:

2.2.1. update, change, remove, cancel, suspend, deactivate or restrict access to the Services or change any functions, components or content thereof;

2.2.2. refuse, suspend, cancel, reverse, invalidate or partially execute any instruction to provide appropriate Service;

2.3. Clause 2.2 above may be applied to all customers or a particular group or individual customers. We cannot guarantee that certain content, components and/or functions will always be available in the App or

Website.

2.4. We reserve the right to suspend, block, close, restrict or terminate your access to some or all of our Services and to deactivate your account, including but not limited to:

2.4.1. if we are required to do so in our opinion, or by applicable law, or by a court order, or by other judicial or law enforcement request under which jurisdiction we operate;

2.4.2. on reasonable suspicion that you may be in breach of these Terms or otherwise attempting to circumvent these Terms by, for example, opening multiple accounts or misusing any of our incentive systems;

2.4.3. where there are reasonable grounds to suspect that a transaction is defective;

2.4.4. on reasonable suspicion that your account has been compromised or that the Services are being used in a fraudulent or unauthorized manner;

2.4.5. where there are reasonable grounds for suspecting money laundering, terrorist financing, fraud or other financial offences; or

2.4.6. if you fail and/or deny and/or neglect the Company's request for identity verification and general due diligence verification; including the provision of a Tax Identification Number (TIN) and Country of Tax Residence or if you fail to comply with MiCAR mandatory recording and monitoring requirements or

2.4.7. subject any of your wallets or you to any pending litigation or investigation.

2.5. In the event that we suspend, block, close, restrict or terminate your access to our Services in accordance with the provisions of this Section 2, we will (unless it is unlawful for us to do so) give you reasonable notice of such termination. Suspensions from the use of our Services will only be revoked if the reasons for the refusal no longer exist. We are not obliged to carry out suspended, cancelled or terminated transactions at the same price or under the same conditions.

2.6. MiCAR Regulatory Monitoring and Recording: ~~The Company is legally obligated under the Markets in Crypto-Assets Regulation (MiCAR) and its delegated acts to ensure market integrity and investor protection. Therefore, by using the Services, you expressly acknowledge and agree that the Company shall record, monitor, and securely retain all Relevant Communications (as defined in Section 1.6) between you and the Company's staff.

2.7. Scope and Consequence of Recording: ~~You are hereby formally notified that: (i) the Company monitors and records all such Relevant Communications; and (ii) if a Relevant Communication is provided via a medium that cannot be recorded (e.g., a physical meeting without prior arrangement), or if you object to or

attempt to circumvent the recording of a Relevant Communication relating to the acceptance or execution of an order or instruction, the Company will be precluded by law from accepting or executing that instruction or providing the relevant CASP service.

3. RISKS ASSOCIATED WITH THE USE OF CRYPTO-ASSETS

3.1. Please note that all transactions involving Crypto-assets involve certain risks. In this respect, once such a transaction has been transmitted to a DLT network, it will be unconfirmed for a period of time until sufficient confirmation of the transaction by the DLT network has been received. A transaction is not completed in an outstanding state. Crypto-assets that are in a pending state are flagged accordingly, and the corresponding stored Crypto-asset is not included in our Crypto-asset Omnibus Wallet, therefore is not available for transactions.

3.2. The risk of loss of Crypto-assets can be significant. You should carefully consider whether holding Crypto-assets is appropriate for you in view of your financial situation. When considering whether you want to hold Crypto-assets, you should be aware that the price or value of Crypto-assets can change rapidly, decrease, and even drop to zero. Past performance is not an indicator of future performance. If you use the Services to access and store Crypto-assets' private keys, you acknowledge that we are not responsible for the loss of stored Crypto-asset keys resulting from theft, loss or misuse of stored Crypto-asset private keys that are beyond our control.

3.3. We are not responsible for the Crypto-asset market and make no representations or warranties as to the actual or perceived value of Crypto-assets denominated in a quoted currency. Although we may provide historical and/or real-time data at the price of Crypto-assets, we make no representations regarding the quality, suitability, usefulness, accuracy or completeness of such data, and you should not rely on such data for any reason whatsoever. You understand and agree that the value of Crypto-assets may be volatile and we will not be in any way responsible or liable for any loss you suffer as a result of holding or trading Crypto-assets, even if the App or Website Services are delayed, suspended or interrupted for any reason, beyond our control.

3.4. We do not provide investment advice or portfolio management content on our Website. The information on App and Website should not be regarded as a substitute for individual investment advice. The content of App and Website should not be used as a basis for investment decisions and is not intended to market or promote digital assets.

4. CUSTOMER ONBOARDING

4.1. By registering to use the Services, you certify, represent and warrant that:

- As a natural person, you are at least eighteen (18) years of age, and have full capacity to accept these Terms and enter into a transaction involving Crypto-assets;
- You have the unrestricted right and authority to agree to these Terms;
- You are not a resident or tax resident of any jurisdiction notified by the Company and have no other relevant relationship with any jurisdiction that is prohibited or restricted from accessing or using the Services;
- You are not a resident or tax resident of any jurisdiction in which the entry into, or performance of your obligations under these Terms, or the supply, holding, use or exchange of stored Crypto-assets is in any way restricted or unlawful, or requires licensing, registration or approval of any kind;
- You are the authorized user of the activated device;
- You are currently not registered as a user of the Services;
- You do not impersonate another person, do not work under a pseudonym, or otherwise conceal your identity;
- You do not use our Services if the laws of your country prohibit you from doing so in accordance with these Terms;
- For individuals, you are the sole final beneficiary of your account and you are not acting in the name or on behalf of any other person or entity;
- For legal entities, that the legal entity is the sole owner of the account and you are authorized to represent the legal entity;
- You pass the Company's KYC and due diligence checks and procedures;
- You are the beneficial owner of a Crypto-asset or funds subject to these Terms and subject to the Services; and
- You comply with, but are not limited to, all applicable legal requirements to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements.
- You understand and accept the Company's mandatory obligation under MiCAR to record and retain all Relevant Communications (as defined herein) and agree not to use any communication channels that cannot be recorded when providing instructions related to the Services.

4.2. In order to use Services, you must register as a user on our App or Website and provide us with all

requested information and / or documents that are required by applicable law for us to process your registration.

4.3. You agree to cooperate with all requests made by us or any of our third-party providers on our behalf in connection with your use of the Services, including identifying or authenticating your identity or validating your funding sources or transactions. This may include, without limiting the generality of the foregoing, the need for further information with which we can reasonably identify you, including a request to take steps to confirm ownership of your Crypto-assets and funds or to verify your information against third party databases or other sources by us.

4.4. We may confidentially review the information you provide to us or obtain information about yourself from third parties

or from secure databases. By agreeing to these Terms, you acknowledge that we, or a third party on our behalf, may conduct or arrange to conduct such reviews.

4.5. You hereby represent and warrant that all information you provide to us or to our third-party providers is complete, accurate and up-to-date in all respects. In the event that this information is no longer complete, accurate or current, you will promptly provide us or third parties with the revised and updated information. If at any time we believe that your information is out of date or inaccurate, we may contact you to request further information or ask you to review the process again (ongoing due diligence). If you do not complete a step in the registration process or not provide up-to-date information, you may not be authorized to use Services. You agree to indemnify us or third-party providers for all losses resulting from your failure to provide complete, accurate and current information before, during and after the termination of our Services.

4.6. At the time you register with the App or Website or at any time thereafter, you authorize us to perform electronic identity checks on you, either directly or through third parties.

4.7. Notwithstanding these Terms or your successful completion of the registration process, certain types of customers are expressly prohibited from using certain functions of Services. You further represent and warrant that you are not a citizen or resident of a country which the Company deems as prohibited and restricted with respect to the use of Services in line with our AML/KYC, Sanctions, Risk policies and programs.

5. THE APP AND WEBSITE

5.1. Provided that you continue to comply with these Terms, we grant you a limited, non-transferable, non-exclusive license to use the App and Website, provided that it is licensed by us on your activated device and is used by you only for your purposes under these Terms. All other rights not expressly granted to you are reserved. Some software components used in the App or Website may be offered under an open source or other license that we provide to you. In this case, your use of these components of the App and Website is subject to these terms and conditions.

5.2. Fees and account balances in the App or Website will not be rounded, but may be displayed to you as rounded up or down.

5.3. You acknowledge and agree that your use of the App and Website is at all times subject to your compliance with these Terms and all other applicable laws and regulations.

6. YOUR DEVICE

6.1. You acknowledge and agree that in connection with your use of the App and Website you are responsible at your own expense for the following:

- Procure all necessary hardware, software and communication services required for your use of the App and Website in accordance with these Terms;
- Installing antivirus or other security software on your activated device to protect against security risks or other vulnerabilities that may occur in connection with the use of the App and Website in accordance with these Terms;
- A timely and rapid installation of updates and patches for the software on your activated device.

6.2. Notwithstanding the foregoing and other provisions in these Terms, we assume that all instructions you have received from your activated device are from the rightful owner. You are solely responsible and liable for the security of your activated device and maintaining reasonable security and control over your user name and password. You are also solely responsible for accessing and using the App and Website through your activated device, notwithstanding that such access may have occurred without your knowledge, authority or consent. We will not be liable to you for any loss or damage arising out of such use.

6.3. If you discover that your activated device is lost or stolen or has been retrieved or used in an unauthorised manner, notify us by email of the loss / theft or unauthorised access / use. If your enabled device

was not authorized to access or used, you should reset the password on your enabled device as soon as possible.

7. FUNDS DEPOSIT

7.1. You may fund your account with fiat currency in EUR by bank transfer if you have an active account with an authorized payment institution by following the instructions and providing the relevant information in the App or on the Website. If the payment institution details you provide under this clause do not relate to an approved payment institution, your order will be considered as an incorrect order and may be rejected.

7.2. Your funds transfer for deposit with us is provided by a third-part authorised payment service provider. If you send us a payment transfer instruction via the App or Website, you agree and authorize the payment service provider to process your payment instructions and keep deposit funds with us.

7.3. You may only top up by payment transfer if you are the registered beneficial owner of both the funds account at authorised payment service provider you have specified, and your App or Website account. We do not accept or endorse any instructions given by third parties to load payment transfer, and such instructions shall be deemed to be erroneous instructions and will be subject to rejection. If you are the registered beneficial owner of both the funds account at authorised payment institution you have specified, and your App or Website account, but the registered names do not match for any reason, you may be required to provide additional proof of identification prior to completing the payment transfer and such process may result in a delay or rejection of the transfer.

7.4. Charges by payment transfer are subject to our prescribed fees and limits. Further information can be found in the App or Website. All fees charged by your authorised payment service provider in connection with the loading of payment transfers, including any administrative or currency conversion fees, will be entirely at your expense. If your payment transfer for deposit with us instruction exceeds our prescribed limit, such an instruction will be treated as an erroneous instruction and will be subject to rejection.

7.5. After confirmation by our Credit Institution that your payment transfer for deposit with us has been executed and the funds have been received, we will credit the amount to your funds account with us within 5 business days of the date of the confirmation of receipt of your order. Your payment transfer to deposit account with us is not interest bearing deposit account and therefore the amounts transferred to your funds account pursuant to these Terms do not bear interest.

7.6. Any amounts in your deposit account may be used to exchange to Crypto-assets and pay relevant fees and additional charges for the Services.

7.7. All charges made by a payment service provider cannot be reversed or refunded unless we determine at our discretion that this is in our best interest. In addition, we may, at our sole discretion, reverse, cancel, void or refuse to process instructions to deposit accounts with us.

7.8. Without prejudice to our rights to claim further damages from you, you shall immediately indemnify us against any loss, damage or expense arising out of any erroneous or fraudulent payment transfer instructions made by you or sent from your external account.

8. CRYPTO-ASSETS DEPOSIT

8.1. You may deposit your Crypto-assets onto your account with us by transferring such Crypto-assets from your external wallet to the appropriate address for your Crypto-asset account available in the App and Website;

8.2. You acknowledge and agree that you are responsible for the correct address for your Crypto-asset external wallet when you transfer Crypto-assets from your external wallet to your Crypto-asset account with us.

8.3. You further acknowledge that the transfer of Crypto-assets to a wrong address or the transfer of Crypto-assets that are not supported by us may result in the irreversible loss of Crypto-assets. We assume no liability for the loss of digital assets.

8.4. A transfer of Crypto-asset to your Crypto-asset account shall not be deemed to have been confirmed until the account balance of your Crypto-assets (as specified in the App or Website) has been updated accordingly.

8.5. We reserve the right to refuse a transfer of Crypto-assets to your account. In such a scenario, the relevant Crypto-assets will not be credited to your account with us and we will arrange for the same amount of the relevant Crypto-assets, less any applicable fees, to be transferred to the address from which it was sent.

8.6. Customers' Crypto-assets are safekept in our hosted Crypto-asset Omnibus Wallets, which allows customers to store the permitted types of Crypto-assets, list of which is available in the App and Website. The Company reserves the right to add or limit the scope of permitted Crypto-assets at any time.

8.7. Teroxx Digital Asset Ltd provides each customer with a separate deposit wallet for each type of

crypto-asset supported by the Company;

8.8. Teroxx Digital Asset Ltd safekeeps cryptographic keys of crypto-assets belonging to customers and issues the customers with separate security credentials to access their crypto-assets wallets.

8.9. You can withdraw Crypto-assets at any time at your sole discretion subject to account transaction limits and temporary or permanent restrictions imposed in case of internal investigation or by law (e.g. court orders).

8.10. You can withdraw your Crypto-assets in any amount, provided there are enough funds to cover the applicable transaction charges and fees.

8.11. Each withdrawal of Crypto-assets is subject to mining (“gas”) fees charged by the respective blockchain network. When sending your transaction to the blockchain, we will try to keep the balance between reasonable fees and speed of processing, however, we reserve the right to determine the exact amount of mining fee to be set at our discretion while we shall always aim to keep this on the basis of a reasonable administrative margin.

9. CRYPTO-ASSETS AND FUNDS SAFEGUARDING POLICY

9.1. It is an obligation of the Company to properly safekeep and keep in custody customers' Crypto-assets and funds when providing the Services.

9.2. The Company holds crypto-assets for its customers on a fiduciary custodial basis, where the customer at all times retains beneficial ownership of their crypto-assets held for them by the Company.

9.3. Customers' funds received by the Company for the purpose of provision of Services will be held with the Company's omnibus account, opened at the Credit Institution.

9.4. In order to comply with the regulatory requirements on safekeeping of customers' funds and Crypto-assets provided in MiCA regulation, the Company has established Custody and Administration Policy and Procedure on Segregation of Customer Crypto-Assets and Funds. Policy summary and procedure description is provided on our App and Website.

9.5. Provisions applicable to the safekeeping of customers' crypto-assets:

9.5.1. Your Crypto-assets are separately identifiable from our own corporate proprietary assets and those of other customers;

9.5.2. We will maintain an individual register of your holdings, recording your rights to each Crypto-asset held in custody. Your holdings will be reflected accurately in our systems at all times;

9.5.3. Your Crypto-assets will be held in blockchain addresses separate from our own. We will ensure that customer Crypto-assets are not mixed with our proprietary holdings by using distinct wallet addresses for custody purposes;

9.5.4. Your Crypto-assets, which we safeguard on a fiduciary basis, will remain legally separate from our corporate estate. In the event of insolvency, your Crypto-assets will not be subject to claims by our creditors, and we will take all reasonable steps to protect your rights over them;

9.5.5. We will be safekeeping your Crypto-assets on the basis of a custodianship relationship, such that your Crypto-assets are identified as belonging to you and not forming part of the Company's own assets;

9.5.6. We securely store private keys for Crypto-assets that we control in a combination of online and cold storage system storage. We will hold up to 70% of our own and our customers' assets in a separate cold storage system. The crypto-assets cold storage system is a method of securely storing crypto-assets to protect them from cyber threats such as hacking, phishing, and malware attacks. The cold storage system is completely disconnected from our App and Website, which facilitate the processing of your transactions. This ensures that private keys and sensitive data remain inaccessible to potential cyber threats. As a result, we may need to retrieve Crypto-assets from the cold storage according to your instructions, that may delay the initiation or crediting of such Crypto-assets by at least two business days .

9.5.7. We will not pledge, lend, rehypothecate, or otherwise use your Crypto-assets for our own or any other third party benefit. You will retain full ownership and control over your Crypto-assets while they are in our custody.

9.5.8. We will provide you with a statement at least once every quarter, detailing the Crypto-assets registered in your name. This statement will include your Crypto-assets account balance, transaction history, and any other relevant information about your holdings.

9.5.9. The Company has necessary process in place to return Crypto-assets held on behalf of customers, or the means of access to such Crypto-assets, as soon as possible to those customers, by: (1) allowing to transfer Crypto-assets from customers Crypto-asset account with us to other external wallets; (2) allowing to place orders to exchange crypto-assets to other crypto-assets (that, after executing order, will be recorded in

internal ledgers) or to fiat funds (that, after executing order, will be returned to the customer's payment account indicated by the customer).

9.5.10. Security Measures for Crypto-Asset Safekeeping. The Company implements robust security measures to protect customers' crypto-assets. All communications are encrypted using TLS, and databases are secured with AES-256 encryption. Authentication is enforced through strong passwords, JWT-based sessions, and Two-Factor Authentication (2FA). Role-Based Access Control (RBAC) ensures restricted access to sensitive operations. System activity is continuously monitored, logged, and secured via VPN, with annual penetration testing conducted to identify vulnerabilities. Customers are responsible for safeguarding their credentials and reporting any suspicious activity. The Company reserves the right to update security measures as needed. To manage cybersecurity threats effectively, a robust framework of systems and controls have been implemented (as described in the Company's ICT risk management policies and procedures), including robust access controls like multi-factor authentication and regular access reviews.

9.5.11. You should be aware that Crypto-assets are not covered by the investor compensation schemes under European Union Directive 97/9/EC.

9.6. Provisions applicable to the safekeeping of customers' funds:

9.6.1. The Company will, by the end of the business day following the day on which customer's funds were received, place those funds with a Credit Institution in a dedicated specifically for safeguarding customers' funds omnibus account at a Credit Institution. Such an account is used exclusively for customers' funds and is separate from the Company's operating corporate accounts.

9.6.2. The Company decides to safeguard customers' funds with a specific Credit Institution at its own discretion by exercising a thorough due diligence of that Credit institution on a yearly basis.

10. RECONCILIATIONS

10.1. The Company maintains a daily reconciliation process in its IT systems to ensure that the balances of customers' funds and Crypto-assets held in the Company's Clients' account are complete.

10.2. We reserve the right to perform reconciliation of transactions and make corrective transactions, both manually and automatically, at any time in order to ensure the accurate accounting and record-keeping of past transactions. Such reconciliation transactions will not affect the user's available balance or overall account value. These reconciliations are solely for the purpose of internal accounting and correction of any

discrepancies that may arise in the recording of past transactions.

10.3. You acknowledge and agree that we may perform these reconciliations and corrections without prior notification or approval from you, provided that those actions do not affect your balance or available funds in any way.

10.4. In the event that a reconciliation requires adjustments that could potentially affect a user's balance, we will notify the user in advance and provide details of the necessary adjustments.

11. CRYPTO-ASSETS TRANSFER SERVICES

11.1. You may, at any time, initiate transfer transactions, including withdrawals of crypto-assets from your Crypto-asset account with us to an external wallet address, or deposits of crypto-assets from an external wallet address to the Company's custody, or exchange those crypto-assets to fiat currency (or vice versa), or to other crypto-asset. You may provide such instructions for such transactions to the Company by logging through the authentication process with your credentials into your account through our App or Website.

11.2. Such an order, depending on the transfer type, should contain at least the following information: external 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 or fiat amount. In addition, we may request additional information, data or supporting documents to be provided by you in order to comply with 'Travel Rule' under the Directive (EU) 2015/849.

11.3. We process all Crypto-asset transfers in accordance with instructions received from you. You should check all transaction information before sending instructions for transferring Crypto-assets to the App or Website, as the transfer of Crypto-assets may not be aborted or reversed after initiation of processing it. You acknowledge that you are responsible for the accuracy of all instructions sent to the App or Website and that errors may result in the irreversible loss of your Crypto-assets.

11.4. You agree that sufficient Crypto-asset is stored in your Crypto-asset account with us before you instruct us to transfer Crypto-assets. If sufficient funds or crypto-assets are available, the Customer displays a transaction summary including recipient address (with destination tag for XRP), amount to be sent, transaction fee, total amount (in both crypto and fiat), and any user-provided note. Upon successful transaction, the system updates the customer's balance and notifies the customer, displaying a success message. The completed transaction, initially displayed as "Pending", is then added to the Customer's transaction list and

updated to “Completed” (upon reaching the required number of blockchain confirmations).

11.5. 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.

11.6. If a Crypto-asset transfer initiated by you is rejected, suspended, or returned, the Company shall promptly notify you of the specific reasons for such action (if such a notification is not prohibited by the applicable laws). The notification shall include a clear and detailed explanation of the circumstances leading to the decision, which may include, but is not limited to:

- Compliance-related issues, such as potential violations of anti-money laundering or counter-terrorism financing regulations.
- Incomplete or incorrect information provided by the Customer.
- Network errors or technical malfunctions affecting the transaction.
- Regulatory concerns or restrictions imposed by applicable laws.

We reserve the right to request additional information from you, where necessary, to facilitate the resolution of the issue.

11.7. After executing an individual transfer of crypto-assets, we will provide you 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.

11.8. We have no control and shall not be liable for the delivery, quality, safety, legality or any other aspect of any goods or services you buy or sell to or from any third party. We are not responsible for a buyer or seller with whom you do business, concluding, or being authorized to conclude the transaction. If you have a problem with goods or services purchased or sold from/to a third party using your Crypto-assets, or if you have a dispute with a third party, you should resolve the dispute directly with that third party.

11.9. We have prepared an information document “Information and Conditions on Provision of Transfer

Services for Crypto-assets to Our Customers” for you. This document provides explicit information on Transfer Service of Crypto-assets provided by us and you may find it on our App or Website. By accepting these Terms you agree that you have acquainted yourself with it.

12. EXCHANGE OF CRYPTO-ASSETS FOR FUNDS AND OTHER CRYPTO-ASSETS

12.1. When you perform funds exchange to Crypto-assets (and vice versa) or Crypto-assets exchange to other Crypto-assets, you purchase such Crypto-assets directly from us. In this capacity, we act as a principal for its own account and do not act as an intermediary or marketplace between other Crypto-asset buyers and sellers.

12.2. Exchange using debit or credit card payment:

You may enter into an exchange transaction with us with your debit or credit card (by providing your debit or credit card details, through a third-party service provider integrated into the App or Website via API), and the amount of crypto-asset to be exchanged. By initiating a transaction with a third party-service provider, you agree to accept and comply with the third party’s terms and conditions, including its KYC and AML policies. In this case, you acknowledge that the transfer of funds depends on the execution of such a transfer by a third-party service provider.

You agree that only debit and/or credit cards issued and/or registered in your name will be used to pay for the exchange transaction.

Upon receipt of confirmation from the App or Website that such debit or credit card transaction has been authorized, we will credit your Crypto-asset account with us with the corresponding amount of the stored Crypto-assets.

We disclaim all liability for the actions or policies of the third-party service provider, including but not limited to delays, errors, or disputes arising from their services. Your relationship with third-party service providers is governed by their separate terms and conditions.

12.3. Payment Transfers Initiated via Email:

You may initiate correspondence for a crypto purchase by contacting Teroxx via email at the designated email address provided on the App or Website. All communications must be made from the email address registered with your account.

Execution of orders for crypto purchase shall only be executed through real-time channels that allow immediate verification, execution, and audit logging, as per the Company's policies.

Upon agreeing on the purchase details (Crypto-asset type, amount in EUR, and transaction terms), you will receive an invoice with Teroxx's bank account details and a unique reference number.

To complete the transaction, you must transfer funds from an authorized payment institution in the Euro payment area within the specified timeframe. Failure to do so will result in the cancellation of your transaction.

We are not liable for any errors, delays, or fraudulent activity arising from communication outside the designated email address. You are responsible for ensuring the security of your email account.

12.4 Payment Transfers via App:

You may purchase crypto-assets via payment transfer through the App or Website. Upon initiating a transaction, you will receive an invoice with Teroxx's bank account details and a unique reference number for the transfer.

To complete the purchase, you must transfer funds from an authorized payment institution in the Euro payment area within the specified timeframe indicated on the invoice. Failure to do so will result in the cancellation of your transaction.

If the transfer is not executed within the specified timeframe or if the payment is made from an unauthorized payment institution, your transaction will be considered invalid and may be rejected.

Once the payment is received and confirmed by authorised payment service provider, the purchased crypto-assets will be credited to your account within the App or Website.

You may exchange one Crypto-asset for another by selecting the from and to Crypto-assets, specifying the amount to exchange, and confirming the transaction. The final amount to be received shall be displayed based on the projected exchange rate. Before executing the exchange transaction, you will need to confirm it by entering their PIN before the exchange is processed. Upon completion, the App or Website shall update your balances in the respective crypto wallets and log the transaction in the customers transaction history.

All exchange transactions are irreversible and final once you have submitted such instructions and/or payments to us. You may no longer change or revoke the authorization granted to us to conclude outstanding or partially completed transactions. We are not responsible for incomplete transactions or delays in

processing your instructions in case when it is out of our control. If your payment is unsuccessful or your payment method does not have sufficient funds or Crypto-assets, you authorize us, in our sole discretion, to cancel the exchange transaction or debit your other payment methods required to complete the exchange transaction.

We are not responsible for any fees charged by your authorised payment service provider in connection with the exchange of Crypto-assets. If you are unsure, contact your payment provider before purchasing Crypto-assets. The price of Crypto-assets and accompanying fees and charges for exchange transactions is set in our Methodology for Determining the Price of Crypto-Assets, which you may find on our App or Website. By accepting these Terms you agree that you have acquainted yourself with it.

All exchange transactions shall be subject to AML/KYC, Sanctions, Risk policies and programs and monitoring. We shall flag and review transactions that trigger respective alerts, such as large exchanges or sudden activity in dormant accounts. The Company reserves the right to suspend or terminate transactions that violate compliance policies. The Customer may be required to provide additional information or verification to comply with any regulations.

13. PAYMENT CARD

We facilitate access to certain payment and card issuance services, provided by Wallester, as a licensed financial institution authorized in the Republic of Estonia. We do not provide payment or e-money services ourselves.

These payment and card issuance services are governed under these Terms and the Wallester Terms and Conditions attached as an annex to these Terms and forming part of the Appendix. In accessing and using the Card, you accept the applicable Wallester Terms and Conditions and you confirm that you have read, understood and agreed to be bound by those terms.

These Terms and the Wallester terms may be updated from time to time to reflect changes in our agreement with Wallester or to applicable laws or regulations. Continued use of these payment and card issuance services shall constitute an acceptance of such updates.

You may use the Card and the Account in accordance with the Wallester Terms and Conditions to perform the Operations, including, indicatively:

- paying for goods and/or services;
- obtaining information;
- withdrawing cash;
- using the Card for online payments;

You agree to fully cooperate with all verification and due diligence procedures imposed by us and Wallester and acknowledge that failure to do so may result in suspension or termination of services, as further detailed in the Wallester Terms and Conditions.

Subject to any provision to the contrary included in the Wallester Terms and Conditions:

- we do not and shall not provide, control, hold, issue, or manage any Card, Account, or related funds, nor do we assume or accept any responsibility for the performance of Wallester;
- we do not guarantee the accuracy or availability of any services offered by Wallester and shall not be liable for any acts or omissions of Wallester or third-party financial institutions;
- we shall not be liable to you for any loss, claim, damage, or expense arising out of or related to the issuance, use, or malfunction of the Card and/or Account, or any refusal by Wallester or any third party to process transactions, block or close Cards and/or Accounts, or comply with applicable legal or regulatory obligations;
- we shall not be responsible for any downtime, technical error, or service limitation of the Wallester system, nor for any fees or costs incurred by you in connection with use of the Card and/or Account;
- you acknowledge and agree that all disputes, chargebacks, unauthorised use claims, or complaints regarding the Card, Account or related services shall be addressed directly with Wallester in accordance with the Wallester Terms and Conditions.

14. TAXES

It is your sole responsibility to determine whether and to what extent taxes will be levied, reported and retained on transactions relating to the receipt, exchange or transfer of Crypto-assets carried out by you, and also transfer the correct tax amounts to the appropriate tax authorities. Your transaction history is available via

the App and Website. We are under no obligation nor will we determine whether taxes are payable or whether taxes are charged, levied, reported or transferred to any tax authority as a result of transactions.

15. FORK

You agree and understand that the underlying distributed ledger networks protocols of Crypto-assets are subject to change (fork) that may result in more than one version of such a network (forked network). You further agree and understand that forks can significantly affect the value, function and/or name of Crypto-asset you hold with us

In the event of a fork, our Services may temporarily be suspended (with or without notice to you) and we may at our sole discretion decide whether or not to support the forked networks. In the event that our Services does not support forked networks (unsupported forked network), Crypto-assets offered by such unsupported forked networks will not be made available to you. Notwithstanding the foregoing, we may, at our sole discretion, acquire and retain as our property the digital assets offered by such unsupported forked networks that belong exclusively to us.

16. FEES

16.1. The use of our Services may incur certain fees and charges, which will be debited from your accounts with us. The list of applicable fees is set out in the App or Website and may be changed from time to time.

16.2. All applicable fees listed in our App or Website do not include any applicable taxes.

16.3. You will be responsible for any excess transaction fees and charges that may apply to your account or which are connected with making transfers, exchange and/or payments via the App or Website.

16.4. Additional information on fees and charges for our Service is set in our Methodology for Determining the Price of Crypto-Assets, which you may find on our App or Website. By accepting these Terms you agree that you have acquainted yourself with it.

17. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that:

17.1. All intellectual rights of the App or Website, including new versions to it, upgrades and any future

updates belong to us or our third-party licensors.

17.2. Our trademarks and logos and all other logos, service marks, product names, domain names, any distinctive brand features and other proprietary notices used in the App or Website are ours or third-party licensors property.

17.3. In case you provide us with voluntary comments, remarks or suggestions about the App or Website and we use at our discretion these comments, remarks or suggestions to improve our existing services or to create new, you agree that any improvements based on these comments, remarks or suggestions will be free of any payments, any rights or any obligations to you and that the intellectual property rights arising from such improvements will belong to us or our third-party licensors.

17.4. The intellectual property rights in the App or Website belong to us or are licensed to us by third party licensors.

17.5. No part or parts of the App or Website may be reproduced, distributed, republished, displayed, posted, linked, transmitted, adapted, modified, derivative works created from, or otherwise or in any way commercially exploited or stored in any information retrieval system without our prior written permission.

18. BEHAVIOUR

Notwithstanding the foregoing, you agree not to authorize, permit or assist any other party in any of the following:

18.1. Use the App or Website to perform electronic spamming or otherwise distribute unsolicited or unauthorized advertising, promotional or marketing materials, junk mail, or chain letters.

18.2. Use the App or Website to perform any unlawful or immoral activity (including, but not limited to, money laundering, terrorist financing and fraudulent activities, market abuse);

18.3. Use the App or Website to upload content that contains or is infected with viruses, malicious code or Trojan horses, is immoral or illegal, or contains other harmful programs;

18.4. Modify or adapt the App or Website in whole or in part, or combine or integrate the App or Website with any other program or application;

18.5. Disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the App or Website or its components;

18.6. Use the App or Website in a manner that would infringe the intellectual property rights of us, our affiliates or third parties, including, but not limited to, copyrights, patents or trademarks. You agree not to take or attempt to take any action or claim ownership of any property that infringes or would infringe our intellectual property interests.

18.7. Use the App or Website in a manner that may damage, disable, impair or endanger the App or Website or the provision of Services or other computer systems or devices used in connection therewith or which may interfere with other users or the reputation of us. You agree not to gain or attempt to gain unauthorized access to the account or wallets of other users;

18.8. Take actions that may unreasonably or excessively load or impair the App or Website infrastructure (including but not limited to our servers, networks, data centers and related or similar devices) and affect systems, data or information owned by other users of the Services;

18.9. Engage in any other activity that we deem inappropriate or that violates these Terms or any applicable law;

18.10. Provide us or third-party providers with false, inaccurate, incomplete or misleading information; or

18.11. Deposit Crypto-assets or funds with us that are part of the proceeds of criminal or illegal activity.

19. PRIVACY POLICY

19.1. By using the App or Website, you acknowledge that you have read and understood our Privacy Policy and understand how we collect, use, disclose and share your personal information and how we disclose such personal information to our authorized service providers and relevant third parties. We only share your personal information in order to facilitate and manage your use of Services, or where required by law, or with one of our counterparties who is responsible for your information. For complete and comprehensive information about your rights in regard with your personal data, when and why we collect personally identifiable information about you, how we use it, under what circumstances we may disclose it, and how we protect it, please see our Privacy Policy.

19.2. We reserve the right to fulfil our internal requirements for your personal data at any time (e.g. by requesting relevant original documents), also for the purpose of preventing fraud and/or combating money laundering and terrorist financing.

19.3. We will comply with any lawful request from governmental or regulatory authorities for your personal data, provided that such requests are in accordance with applicable law. In the process of fulfilling these lawful requests, we may share your personal information with the relevant authorities as necessary.

20. ELECTRONIC COMMUNICATION

20.1. 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 App or Website, or through the mobile application.

20.2. You assume full responsibility for the security and authenticity of all instructions sent via the App or Website and are bound by all such instructions. We are entitled to assume that all instructions you receive from your activated device via the App or Website are with you. We are under no obligation whatsoever to verify that such communications actually originate from you.

20.3. You understand that instructions and information transmitted through the App or Website are generally transmitted over the internet and may be transmitted through public, cross-national installations that are not specifically protected. We cannot guarantee that the instructions and information so transmitted are in fact fully protected from such unauthorized access and you accept the risks involved.

20.4. Instructions sent by you to us shall not be deemed to have been received by us until we have successfully retrieved such instructions from the relevant system and duly informed you of them. In addition, instructions that you send to third parties (e.g. network resellers) will only be deemed received from such third parties in accordance with their terms and conditions.

20.5. Without prejudice to the provisions of these Terms, you agree that, to the extent that any provisions of your country governing the time and place of dispatch and receipt of electronic communications apply, these Terms shall not apply to your use of the App or Website to the extent permitted by applicable law and you shall be liable for all damages caused by your use of the internet, including loss, delay, misunderstanding, faulty text, unauthorized interception by third parties or duplicates.

20.6. You acknowledge and agree that in the event of any dispute relating to your use of the App or Website Services, our records (including electronic, computer records) of all matters relating to your use of our

Services and/or of you (including the transaction history and all Relevant Communications retained in accordance with MiCAR requirements) at any time specified shall be materially accurate and binding on you in all respects. In addition, you agree to the admissibility of such documents without further proof of authenticity or accuracy in a court of law as required by applicable laws.

21. RESTRICTION OF SERVICES / TERMINATION / CLOSURE OF ACCOUNT

21.1. Our Services may, at any time and without obligation, terminate, interrupt, or restrict your use of or access to the App or Website. This includes, but is not limited to: freezing or closing your accounts with us, refusing to process transaction orders, or reversing any transaction performed by you. Such actions may be taken under the following circumstances:

- If you breach these Terms or any other applicable terms;
- To comply with applicable laws and regulations;
- If we suspect that a transaction you have conducted is related to illegal activities, including but not limited to money laundering, terrorist financing, or fraudulent activities;
- To remedy the effects of a defect or corruption in any information system relied upon by us; or

21.2. If you wish to suspend or terminate your access to any of Services or close your accounts with us, you shall send a request to us with any documents we may need to request and effect such suspension or termination.

21.3. In the event of account termination, whether initiated by you or us, you must withdraw all funds and Crypto-assets from your accounts with us prior to the closure of the accounts. We reserve the right to restrict, suspend, or terminate access to the App or Website; however, termination shall only be finalized once you have fully withdrawn your funds and Crypto-assets. If you fail to withdraw the funds or Crypto-assets within a reasonable timeframe specified by us, we may take necessary steps to facilitate the withdrawal or apply applicable measures in accordance with regulatory and compliance requirements, including but not limited to transferring funds to a segregated dedicated account until it is claimed and/or apply a monthly maintenance fee until the balance is depleted.

22. CUSTOMER FEEDBACK, QUESTIONS AND COMPLAINTS

22.1. If you have any feedback, questions or complaints, please contact us by email at support@teroxx.com

or via Website. We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us via a dedicated customer complaint form on our Website. We will accept and consider any complaint sent by you to us. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided to you within 15 business days after your complaint has been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

22.2. Additional information on customer feedback, questions and complaints handling is set in our Complaints Handling Policy which you may find on our Website. By accepting these Terms you agree that you have acquainted yourself with it.

22.3 If you are not satisfied with our final response, or if we have not been able to resolve your complaint within the specified timeframes, you may have the right to refer your complaint to the Financial Ombudsman of the Republic of Cyprus. More information about the Financial Ombudsman and the complaint submission process can be found on their official website (www.financialombudsman.gov.cy).

23. LIMITATION OF LIABILITY

23.1. **General Liability.** Each party to these Terms shall be liable for non-performance or improper performance of their obligations under these Terms in accordance with the provisions herein and the Applicable Law, except where otherwise provided.

23.2. **Company's Liability.** The Company accepts responsibility for technical failures, system errors, or operational mistakes attributable to the Company that result in an incorrect or unauthorized transfer. In such cases, the Company shall take reasonable steps to correct such errors and, where applicable, reimburse the affected party in accordance with the Company's internal policies and the Applicable Law.

23.3. **Limitation of Liability.** The Company shall not be liable for the inability to use the App, Website and Services due to circumstances beyond its control, including but not limited to: (1) Errors or malfunctions caused by the Customer's negligence, including failure to safeguard authentication credentials; (2) Incorrect input of transaction details by the Customer; (3) Force majeure events, including but not limited to natural disasters, war, cyberattacks, or government actions. The Company shall not be liable for any civil, criminal, or administrative actions that may arise from the Customer's use of blockchain technology, distributed ledger technology (DLT), or crypto-assets if such use is forbidden or otherwise restricted in the Customer's jurisdiction.

23.4. Exclusion of Indirect Damages. To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or data arising from or related to the use of the And, Website and Services.

23.5. Indemnification. The Customer agrees to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising from: (1) The Customer's violation of these Terms; (2) Misuse of the Website or Services; (3) Any unauthorized or unlawful activities conducted through the Customer's account.

23.6. Dispute Resolution. Any disputes arising from these Terms shall be resolved through negotiations. If the parties fail to reach an amicable resolution within 30 days, the dispute shall be settled through the courts in Cyprus.

23.7. Force Majeure. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond your and the Company's (the "Parties") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

23.8. No Advice. The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice, tax advice or any other sort of advice or recommendation outside of the Investment Advice service, which is offered under the special conditions and subject to the customer's suitability assessment.

23.9. Refusal to Execute: The Company shall not be liable for any loss, damage, or consequence arising from its refusal to accept or execute any Instruction, Order, or transaction that is transmitted via a communication channel that does not permit mandatory recording and retention in compliance with the MiCAR Regulation.

24. CHANGE AND DEVIATION

These Terms may be updated or amended and we will post such updates on the App and Website. These updated terms will be effective immediately unless otherwise stated. You should check the App or Website regularly to be aware of any such changes. In addition, we may change, add or remove features or functions of the App or Website at any time without notice. By continuing to use the App or Website after such changes take effect, you agree to the updated or amended Terms. If you do not wish to be bound by any changes or additions to these Terms, you must immediately cease using the App, Website and our Services.

25. SEVERABILITY

If any provision of these Terms is found by any court or administrative authority to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. This provision shall be amended and interpreted in order to achieve as far as possible the objectives of the provision within the framework of the applicable laws.

26. OVERALL AGREEMENT / TRANSLATION

26.1. These Conditions along with any documents, policies and procedures referred to herein, constitute the entire agreement between the parties with respect to their subject matter and supersede all other prior representations, agreements, understandings and arrangements relating to the same subject matter (oral or written, express or implied). Each party acknowledges that in agreeing to these Terms it will not rely on any statements, representations, warranties or understandings other than those expressly set forth in these Terms.

26.2. These Terms and Conditions are drawn up in German / English / Greek / and all notices, including any notices or information, shall be given in German / English / Greek/. In the event that these Terms or any part thereof (for any purpose, for your convenience or otherwise) are translated into another language, the English language text of these Terms shall prevail.

27. DELAY

27.1. These terms and conditions may not be waived in whole or in part unless all parties have agreed to this in writing.

27.2. A party's delay in enforcing or failure to enforce any provision of these Terms shall not constitute a waiver of any other right of that party arising out of any breach or subsequent breach of these Terms and no right, power or remedy conferred or reserved in these Terms to any party shall exclude any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

28. APPLICABLE LAW AND PLACE OF JURISDICTION

The laws of the Republic of Cyprus apply to these terms and conditions.

Legal action under these Terms of Use can be brought in the courts of the Republic of Cyprus.

Version history:

This is v2 of Terms of Use. The last update to these Terms of Use was made on 18.12.2025.